

Memorandum of Understanding Partnership Responsibilities and Scope of Work

PARTIES

This Memorandum of Understanding (“MOU” or “Agreement”) outlines the responsibilities by Frostburg State University (“FSU”), and Frederick County Public Schools (“FCPS”), herein-after known individually as a “Party” or together as the “Parties”.

Founded in 1898 to prepare teachers, *Frostburg State University (FSU)* is a public, comprehensive, largely residential regional university located in the rural area of western Maryland with an enrollment of 5,294 in 2018.

Frederick County Public Schools (FCPS) is located in rural Maryland, serves 41,317 students with 1,889 teachers and has been declared by the Maryland State Department of Education as a geographic area with a projected shortage of certified teachers.

The parties recognize a state of emergency and catastrophic health emergency was proclaimed in the State of Maryland on March 5, 2020, and renewed on March 17, 2020, to control and prevent the spread of novel coronavirus, COVID-19, within the state. Given the current global health emergency attributed to the COVID-19 pandemic, terms of this Agreement or requirements of the program may need to be modified in the future.

PURPOSE

The purpose of this MOU is to establish the framework for the implementation and support of the Maryland Accelerates Teacher-Leader Residency for Inclusive Excellence Program (“MA”) and to clarify the responsibilities of each Party and of the Parties jointly. The Parties acknowledge that the guidelines set forth in the MOU may be modified from time to time, in writing, signed by all Parties, as the Program develops and evolves to meet MA needs and to fulfill its mission. The Partnership between FSU and FCPS will address three over-arching goals of the Program:

- 1. Accelerated MegaCommunity for Systemic Capacity and Linkage Building (Goal 1).**
Leveraging cross-sector expertise and resources among academic experts, policy makers, and industry leaders, the MA will build capacities and share resources for accelerated teacher-leader residency programs with professional development infrastructures and educator career ladders for teacher advancements in the Frederick Public School System and Garrett County Public School System (“Partnership Regions”).
- 2. Accelerated Teaching Residency with Year-Long Clinical Experience (Goal 2).**
Leveraging current knowledge, promising practices, and advanced technologies, the MA Parties will co-implement innovative Master of Arts in Teaching (MAT) residency

programs to increase diverse teacher supply and accelerate professional growth through intensive and extensive field-based preparation with a fully integrated curriculum, nationally validated assessments, and evidence-based Microcredentials documenting competency mastery.

3. Accelerated Teacher-Leader Pathways with Two-Year Induction (Goal 3).

Leveraging heightened interests in the teacher career advancement continuum among governing, advocacy, regulatory, and educational agencies in Maryland, the MA Parties will co- implement innovative educator career ladders for new and experienced teachers to improve teaching effectiveness with positive impact on student achievement, increase teacher retention, and accelerate teacher leadership advancement toward National Board Certification.

SUMMARY OF THE PROGRAM

Maryland Accelerates (MA) aims to build systemic capacities in high-need rural communities through teacher-leader residencies with career advancement pathways for inclusive excellence. The accelerated pathways are designed to simultaneously increase teacher diversity and improve teaching competencies, while bridging opportunity and achievement gaps through investment in region-wide infrastructures and career ladder frameworks for improvement of teacher effectiveness, retention, and career advancement.

The MA addresses Absolute Priority and Competitive Preference Priority I under the TQP Program. Leveraging Partnerships in high-need rural schools, the innovative teacher-leader residency program will help realize State priorities in preparing and retaining highly effective teachers in the critical shortage areas of Science, Mathematics, Computer Science, English, and Elementary Education. The core Partners include Frostburg State University (FSU), FSU P-20 Education Council, FSU Professional Development Partnership Schools Network, Frederick County Public Schools, and Garrett County Public Schools (the “Partners”). The P-20 Partnership reflects region-wide commitment to maximizing impact and ensuring sustainability.

Leveraging current knowledge, promising practices, and advanced technologies, the MA Parties will co-implement an 18-month or less teacher residency programs in Computer Science, Science, Mathematics, English, and Elementary Education. The objectives are to (1) increase diverse teacher supply and accelerate professional growth through intensive and extensive field-based preparation with fully integrated curriculum; and (2) ensure competency mastery through rigorous combination of nationally validated summative assessments and regionally validated formative assessments. Upon successful completion, each teacher resident will receive a MAT degree and a teacher licensure in the area of specialization.

FCPS will focus on recruiting and developing a diverse pipeline of teachers specifically for the MA Program. Applicants to the MA will be recruited and accepted based on selection criteria established by the Parties. Residents will complete a full-year teacher-residency alongside a FCPS mentor teacher while taking FSU Master of Arts in Teaching (MAT) coursework. Residents will be certified upon successful completion of Year 1 and become teacher of record in Year 2, post-residency experience. Upon acceptance into the MA Program, they will commit to 3 years teaching in FCPS upon successful completion of the Program.

Residency Eligibility Criteria:

Teacher-residents must meet the following criteria:

- Candidates must first be accepted to the FSU Master of Arts in Teaching (MAT) elementary program.
- Candidates must never have served as a teacher of record.
- Candidates must possess a Bachelor's degree with a minimum 3.0 GPA from an accredited institution and a clear background check.
- Candidates must commit to teach in Frederick County Public Schools for a minimum of **3 years** in schools (such as Title 1) serving low income communities/diverse student populations (post-residency year) or as determined by FCPS.

Resident Commitment:

MA residents will commit to:

- Teaching-Residency Program Exit Requirements; Successful:
 1. Participation in cohort-based progression in Professional Development Partnership Schools Network (PDPSN)
 2. Completion of required courses (46 credits) with grades B or above for each class; Completion of a minimum of 138 days through the end of the school year of residency experiences with assessment at a minimum of proficient level
 3. Completion of MA Microcredentials in Computational Thinking/Mathematical Problem-Solving and Culturally-Responsive Pedagogy/High-Leveraged Practices.
 4. Completion of Clinical Rounds and Clinical Rotations
 5. Completion of EdTPA and Action Research
 6. Completion of State Licensure Exam PRAXIS II.
 7. Meet the applicable Maryland state certification and licensure requirements before the Teacher Resident begins to fulfill the agreement to serve.
 8. Pursue teaching opportunities as follows:
 - Apply for all open positions in approved high-needs schools for which they qualify;
 - Respond professionally and in a timely manner to communications (including by phone and email) regarding actual or potential offers in the partner school division; and
 - Accept any position offered by the partner school division.
- Early Career Requirements
 1. Three-year teaching commitment in Partnership LEAs and continuing engagement in the MA Networked Improvement Communities.
 2. Two-year induction with support through professional development, mentoring/coaching, and MicroCredentialing for recertification and career advancement

Resident Support Information:

MA residents will receive:

- A one-year living stipend during the Residency year - \$30,000 (** subject to repayment if resident does not fulfill all obligations of the Program*)
- Upon successful completion of the Program, a Master of Arts in Teaching (MAT) from

Frostburg State University

- Eligibility for teacher licensure through the Maryland State Department of Education in specialized area of Sciences, Math, Computer Science, English or Elementary Education, upon successful completion of licensure requirements.
- Eligibility for consideration of a full-time teaching position in FCPS, beginning in year 2 of the program implementation, contingent upon successful reference and background checks and completing the Program. Note: While the partner school district cannot guarantee the Teacher-Resident a teaching position, the Teacher-Resident will be well-positioned to be considered a competitive candidate in the hiring process. The hiring of the Teacher-Resident will be subject to the selection and hiring processes of the partner school district, and the Teacher-Resident is responsible for engaging professionally in district processes. Both partnering counties will be aware of the Teacher-Residents. The Residency county will have preference. If a position is not available in either partner county (FCPS or GCPS), the Maryland Accelerates Residency Program personnel will request additional options through the Department of Education for other approved school districts.
- A two-year induction program with support through professional development, mentoring/coaching, and micro-credentialing for recertification and career advancement.

TERM

The term of this agreement is from October 1, 2019 – September 30, 2024

TERMINATION

Either Party may terminate this SOW for any reason upon written notice to the other Party prior to May 31 in a given year. In the event of such notice, termination of the Agreement shall take effect at the beginning of the following academic year. For purposes of this Agreement, “academic year” is defined as August-June. Notwithstanding any notice to terminate, all Parties must complete their commitment to each existing cohort of Residents and must remain active in implementation of the Program through the academic year and funding cycle. All Parties understand that a lack of funding may terminate or significantly reduce the Program in future years.

RESPONSIBILITIES OF THE PARTIES

The Parties will share the following joint responsibilities:

- a. Stewardship of the Mission, Vision, and Goals of MA jointly created by the Parties according to the structure defined in the Teacher Quality Partnership Grant Program.
- b. Shared ownership of program design and implementation.
- c. Make available leadership, faculty and other appropriate personnel to serve on the following Program Committees:
 - Executive Committee
 - Teaching Residency Committee

- Teacher-Leader Committee
- d. Participate in recruitment and selection process of all residents in conjunction with FSU requirements for admission to the MAT program.
- e. Participate in mentor and site recruitment and selection process.
- f. Market and advertise the Program through respective websites, publications, and network of professional contacts, including communication with local and national media.

Frostburg State University will:

- a. Hold all Parties accountable to the terms of the Agreement to ensure alignment across all aspects of the MA.
- b. Convene meetings with decision-makers of the Partnership.
- c. Initiate and facilitate an effective and streamlined decision-making process.
- d. Be the grant applicant and sponsor and provide the organizational structure for the 5-year grant award to support the MA.
- e. Be responsible for grant management, accounting and other obligations, including progress reports to which all Parties will contribute.
- f. Provide funding through the grant to support the Teacher-Resident living stipends (\$30,000/resident) and the Mentor Teacher stipends (\$2,000/mentor).
- g. Supervise development of marketing and promotional materials such as Program branding, website, and tagline.
- h. Deliver the program of study agreed upon by the Parties; including hiring and managing course instructors.
- i. Ensure that University services are coordinated to support Program success, including: admissions, financial aid, budgeting, curriculum, adjunct faculty hiring, and faculty support.
- j. Review and revise as needed the structure, scope and sequence of the MAT program course work to align with intensive clinical experiences during field and residency placements
 - Ensure field experiences provide authentic learning opportunities for candidates and meet student learning needs inside schools
 - Align residency placements with the District calendar
 - Assign a regular faculty member to the district whose duties may include: ongoing support and supervision of residents, delivering embedded coursework, supporting mentor teachers, supporting professional development
 - Review curricular scope and sequence to ensure teacher candidates have requisite skills and knowledge prior to beginning their residency placement, and have aligned coursework supportive of their placements throughout the residency year, and revisit on a regular basis
- k. For the Accelerated MegaCommunity for systemic capacity and linkage building:
 - Establish Accelerated MegaCommunity with shared governance, resources, and accountabilities structures & processes
 - Build capacities with structures, processes, expectations, and measures for Teaching Residency and Teacher-Leader Induction
 - Establish MAI & Educator Career Ladders with common expectations and measures for advancement across LEAs

- Establish R&D agenda and processes, create data collection protocols, secure IRB approvals and resources for implementation.
- Conduct bi-annual analysis on assessment and evaluation with inputs, outputs, outcomes and impact data for improvement.
- Share lessons learned and promising practices with stakeholders, at Annual Leadership Institute, and national conferences
- l. For the Accelerated teaching residency with year-long clinical experience:
 - Yr 1. Co-design MAT residency programs with (1) integrated curriculum, (2) extensive residency, (3) specialized MA competencies, and (4) comprehensive assessments.
 - Yr 2-4. Implement programs: cohort 1 (n=12), cohort 2 (n=15) and cohort 3 (n=15).
 - Yr 1. Co-design comprehensive assessment to ensure mastery of content, pedagogical & specialized competencies. Co-create Microcredentials in Computational Thinking and High Leverage Practices I.
 - Yr 2-4. Conduct IHE/LEA training. Implement comprehensive assessment plan and conduct external evaluation on impact
- m. For the Accelerated teacher-leader pathways with two-year induction:
 - Co-design induction program with (1) extensive professional development, (2) sustained mentoring, and (3) competency-based demonstration in Networked Improvement Communities.
 - Yr 3-5. Implement program: cohort 1 (n=12), cohort 2 (n=15) and cohort 3 (n=15).
 - Yr 1. Co-design comprehensive assessment to ensure mastery. Co- create microcredentials in High Leverage Practices II and Teacher Leadership with alignment to NBC.
 - Yr 3-5. Conduct IHE/LEA training. Implement comprehensive assessment plan and conduct external evaluation on impact.

Frederick County Public Schools will:

- a. Work with Program Director and other Program representatives to select and support mentors for all Residents
- b. Work with Program Director and other Program representatives to identify needs of FCPS PDS schools so that Program will support school sites in which Residents will work
- c. Provide a full-time teaching position in a high priority school for each satisfactorily performing MA Teacher Resident
- d. Provide induction program support and mentoring for first and second year FCPS teachers as outlined by district mentoring standards
- e. Work collaboratively with the Program to provide data for evaluation and the design, implementation, and dissemination of research with the purpose of knowledge generation
- f. Make available to Parties updates on district budget projections, high need position openings, and other relevant information as may be necessary for Program planning
- g. Make available to Parties annual data on student achievement, student attendance, teacher attendance and other relevant data as needed

- h. Provide 100% matching in-kind contributions in the amount of \$1,052,308.80 to support the Program as outlined in the letter of support
- i. Provide opportunities to work with District directors and principals to clarify the collaborative nature of the Program, including, but not limited to defining roles and responsibilities, hiring expectations, and school-based needs
- j. Identify potential opportunities for teachers to hold district jobs that support the MA.
- k. Provide meeting spaces for classes, seminars, and retreats if possible
- l. Provide substitute teachers to release MA Program Residents and Mentors for the following, but not limited to: professional development, national program representation, assistance in interviewing, and program assistance as agreed upon on an annual basis
- m. Make available to the Parties retention data on teachers who are graduates of the Program

OTHER GENERAL PROVISIONS

Independent Parties: It is understood that the Parties are performing the work in their capacities as independent Parties, not as an employee of the other, and, as such, their employees shall receive no regular salary, nor shall they be eligible for any bonus, pension, sick pay, or any other “fringe” benefits provided to the other’s employees. Parties represent that they have or shall secure, at their expense, all staff required to perform the services required under this Agreement and each Party is solely responsible for all compensation, benefits and taxes with respect to their staff and / or contractors.

Liaison: The liaison for FSU shall be Dr. Boyce Williams, or his/her designee, who will have primary responsibility for working with FCPS. Liaison for FCPS shall be Dr. George Seaton.

Ownership of Inventions, Innovations and Work:

- a. Any and all inventions, innovations, and works conceived, developed, created or reduced to practice by FCPS in connection with this Agreement in all media currently existing or developed in the future (“Work Product”) shall be the sole and exclusive property of FSU. To the extent any work produced pursuant to this Agreement qualifies as a "work made for hire" for FSU under Section 101 of the Copyright Act (17 U.S.C. Section 101), the work shall be considered a "work made for hire" by FCPS for FSU. To the extent it is necessary for FCPS to assign all its right, title and interest in the Work Product to effect a transfer of such rights to FSU, FCPS agrees to assign all its right, title and interest in the Work Product to FSU and, further, FCPS shall perform all acts and execute all documents necessary and desirable to perfect FSU's rights in and title to any such inventions, innovations and works.
- b. FCPS agrees that it will not include any material copyrighted by any third party in any written material furnished or delivered under this Agreement without the unconditional written consent of the copyright owner.

- c. FCPS shall promptly provide written notice to FSU, in reasonable detail, of any notice or claim of copyright infringement received by FCPS with respect to any material delivered under this Agreement. This notice requirement shall remain in full force and effect after the termination of this Agreement.
- d. All right, title and interest in and to all materials of any kind or nature provided to FCPS by FSU is and shall remain the sole and exclusive property of FSU.
- e. FSU shall retain full and final editorial control over the Work and any work product developed hereunder.

Confidential Information:

- a. Both Parties recognize that this Agreement creates a confidential relationship between them and that information concerning their business affairs, customers, vendors, finances, methods of operation and documentation, and other information, whether written, oral, or otherwise is confidential in nature.
- b. To the extent allowable by law, each party shall hold in confidence, not use (except for the benefit of the other or its designee(s)), not disclose to anyone, not disseminate, reproduce, publish, divulge or otherwise reveal, without the prior written authorization of the other, any and all information which may be received in the course of work under this Agreement from the other Party, its employees, or other individuals or firms under contract to it, or which may be created or compiled by the other in the performance of this Agreement (“Confidential Information”) unless 1) the Confidential Information is independently known by the Party prior to obtaining it from the other Party, 2) the Confidential Information is in the public domain; 3) the Confidential Information is rightfully received by the Party from a third party not under an obligation of confidentiality with respect thereto; 4) is the subject of a subpoena or other such legal process whereupon the Party shall provide notice to other prior to such disclosure in order to allow it to seek an appropriate protective order; or 5) the Party approves the disclosure thereof by the other in an executed writing. Each Party agrees to require by written agreement that any and all subcontractors employed by it to work under this Agreement comply with this Section as if they were the Party. The confidentiality provisions of this Agreement shall remain in full force and effect after termination of the Agreement.

Records: Each Party will maintain complete and accurate financial and technical records pertaining to this Agreement. Each Party shall have the right, upon reasonable, prior, written notice and during regular business hours, to inspect these financial and technical records at the place where the records are normally kept and to perform audits to determine the accuracy of the records and any payments made by either Party pursuant to this Agreement. Any payment or technical error discovered shall be promptly refunded or corrected, respectively,

Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or when received after being deposited in the United States mail certified, return receipt requested, addressed as follows:

IF TO FSU:

101 Braddock Road
Frostburg, MD, 21532
and
Bradford S. Nixon, General Counsel
101 Braddock Road
Frostburg, MD, 21532

IF TO FCSD:

Assignment: This Agreement shall not be assigned by either party without the prior written consent of the other. Any attempt to assign any rights, duties or obligations which arise under this Agreement without such consent shall be void and of no effect.

Breach: In the event of a breach of this Agreement by either party, in addition to all other remedies available to the other party at law or in equity, the other party shall have the right to obtain specific performance of this Agreement and injunctive relief prohibiting its further breach.

Waiver: The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. The rights of the parties shall not be waived by any failure of the parties to take action to enforce a claim based upon this Agreement.

Merger: This Agreement contains the entire understanding and agreement between the Parties and supersedes any prior commitments, understandings or agreements whether oral or written, with respect to the subject hereof.

Governing Law and Jurisdiction: Federal law and the laws of the State of Maryland shall govern this Agreement. FCPS consents to the exclusive jurisdiction and venue for any action or dispute in the local and federal courts located in the State of Maryland.

Severability: If any court of competent jurisdiction finds any provision of this Agreement invalid, any such finding shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Section Headings: Section headings are for convenience only and shall in no way affect the



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interpretation of any section of this Agreement or of the Agreement itself.

Termination for Non-Appropriation: All Parties understand that a lack of funding may terminate or significantly reduce the Program in future years. All Parties understand that they may not recover anticipatory profits or costs after termination. Notwithstanding any notice to terminate, all Parties must complete their commitment to each existing cohort of Residents and must remain active in implementation of the Program through the academic year and funding cycle.

Disputes: Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

Non-Discrimination: FCPS shall comply with the non-discrimination provisions of federal and Maryland law.

Anti-Bribery: FCPS certifies that, to its best knowledge, neither it; nor any employee of FCPS who is directly involved in obtaining contracts with the State of Maryland or with any county, city or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

Entire Contract: This Contract represents, in its entirety, the mutual understanding of the Parties. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the Parties.

The Parties have executed this MOU by their signatures below, as of the date signed.

Frostburg State University

By: _____

Dr. Michael B. Mathis, Interim Provost, FSU

Date: 06/09/2020

Frederick County Public Schools

By: _____

Dr. Theresa R. Alban, Superintendent, FCPS

Date: 6/5/2020