

**PARTICIPATING LOCAL EDUCATION AGENCY**  
**MEMORANDUM OF UNDERSTANDING**

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- I. PURPOSE AND SCOPE OF WORK:** An award of Race to the Top grant funds would position the Florida Department of Education to weave a common core of rigorous standards and assessments into a pioneering data system that will serve as a foundation to attract, retain, and support top notch teachers and school leaders who will, in turn, improve student achievement in Florida's schools. By entering into this Memorandum of Understanding ("MOU"), Local Education Agencies ("LEAs") will indicate their commitment to these principles and their ability to ensure that these principles are implemented through their LEA plan.

This MOU is entered into by and between the Florida Department of Education ("Department") and School District of Clay County. The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the Department in its implementation of an approved Race to the Top grant application. Exhibit I, the Preliminary Scope of Work, indicates which portions of the State's proposed reform plans ("State Plan") the Participating LEA is agreeing to implement should the State's application be approved by the U.S. Department of Education ("ED").

**In order to participate, the LEA must agree to implement all applicable portions of the State Plan, submit a statement of intent to participate by December 18, 2009, and return the executed MOU on or before January 12, 2010, to [Holly.Edenfield@fldoe.org](mailto:Holly.Edenfield@fldoe.org).**

Nothing herein should be construed to obviate the responsibility of an LEA to comply with class size requirements.

**II. PROJECT ADMINISTRATION:**

- A. PARTICIPATING LEA RESPONSIBILITIES:** The Participating LEA will assist the Department in implementing the tasks and activities described in the State's Race to the Top application, should the State's application be approved by the ED and if the LEA is approved for a sub grant by the Department. Approval of the sub grant will be based upon the scope and quality of the LEA's proposed work plans and its capacity to implement the plans. To this end, the Participating LEA sub grantee will:

- 1) Implement the LEA plan as identified in Exhibit I of this agreement.
- 2) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the Department or by ED.
- 3) Post to any website specified by the Department or ED, in a timely manner, all non-proprietary products and lessons developed using funds associated with the Race to the Top grant.
- 4) Participate, as requested, in evaluations of this grant conducted by the Department or ED.
- 5) Be responsive to Department or ED requests for information including the status of the project, project implementation, outcomes, and any problems anticipated or encountered.

- 6) Participate in meetings and telephone conferences with the Department to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

**B. DEPARTMENT RESPONSIBILITIES:** In assisting the Participating LEA in implementing its tasks and activities described in the State's Race to the Top application, the Department grantee will:

- 1) Work collaboratively with and support the Participating LEA in carrying out the LEA Plan as identified in Exhibit I of this agreement.
- 2) Timely distribute the Participating LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan.
- 3) Provide feedback on the Participating LEA's status updates, annual reports, any interim reports, and project plans and products.
- 4) Identify sources of technical assistance for the project.

**C. JOINT RESPONSIBILITIES:**

- 1) The Department and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the Department and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 3) Department and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) Department and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

**D. COLLECTIVE BARGAINING RESPONSIBILITIES:** The parties to any applicable collective bargaining agreement will use their best efforts to negotiate any terms and conditions in the agreement necessary for the full implementation of the State Plan. The parties understand that the failure to negotiate any term or condition in a collective bargaining agreement necessary for full implementation of the State Plan will result in termination of the grant.

**E. DEPARTMENT RECOURSE FOR LEA NON-PERFORMANCE:** If the Department determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the Department grantee will take appropriate enforcement action, which could include a collaborative process between the Department and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

**III. ASSURANCES:** The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU.
- 2) Is familiar with the State's Race to the Top grant application and is supportive of the goals and plans for implementation and is committed to working on all applicable portions of the State Plan.
- 3) Agrees to be a Participating LEA and will implement those portions of the State Plan indicated in Exhibit I, if the State application is funded.
- 4) Will provide a Final Scope of Work in a format provided by the Department. The Final Scope of Work will describe the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Plan ") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan. The Final Scope of Work is due and must be submitted no later than 90 days after the grant is awarded to the State of Florida, should the State be awarded the grant.
- 5) Will propose a comprehensive, interconnected plan that will drive continuous improvement of students, teachers, and principals based upon specific goals and benchmarks. This comprehensive LEA plan will align all federal, state, and local resources and support systems, as appropriate, to maximize the LEA's capacity to implement the plan.
- 6) Will comply with all of the terms of the Grant, the Department's sub grant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

**IV. DEFINITIONS:** The definitions found in the Race to the Top Application for Initial Funding apply to this MOU. In addition:

- 1) "High-minority school" means a school with a minority population that is within the top quartile of minority student membership in the state.
- 2) "High-poverty school" means a school in the top quartile as measured by the percentage of students receiving free and reduced lunch in the state.

**V. MODIFICATIONS:** This MOU may be amended only by written agreement signed by each of the parties to the MOU, and in consultation with ED.

**VI. DURATION/TERMINATION:** This MOU shall be effective beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

**VII. SIGNATURES**

**Superintendent for the LEA:**

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Signature/Date

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Print Name/Title

**Chair of School Board for the LEA:**

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Signature/Date

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Print Name/Title

**Authorized Representative of Local Teachers' Union:**

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Signature/Date

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Print Name/Title

**Commissioner of Education:**

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Signature/Date

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Print Name/Title