

Revised Version: May 4, 2010

The following MOU has been modified for the Race to the Top Phase II application process. The following changes have been made to this MOU.

Additions: An updated Exhibit 1: Preliminary Statement of Work has been included for this application.

Deletions: The following section of the original MOU has been removed.

~~7. **Conflicts; Collective Bargaining.** Nothing in this Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal and State law (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employers and their employees, unless contrary to state or federal law. Nor shall this Memorandum of Understanding prohibit the parties from entering into written agreements to alter or modify the terms of existing collective bargaining agreements or memoranda of understanding.~~

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This Memorandum of Understanding is entered into by and between the State of Colorado (“State”) and _____, (“LEA”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

1. **Scope of Work.** Exhibit 1, the preliminary Scope of Work, indicates which portions of the State’s proposed reform plans (“State Plan”) the LEA is agreeing to implement.

2. **Project Administration.**

- a. **LEA Responsibilities.** In assisting the State in implementing the tasks and activities described in the State’s Race to the Top application, the LEA will:
 - i. Implement the plan identified in Exhibits I and II of this agreement (“the LEA Plan”);
 - ii. Actively participate in all relevant convenings, communities of practice or other practice-sharing events that are organized or sponsored by the State or the U.S. Department of Education (“ED”);
 - iii. Post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned or developed using funds associated with the Race to the Top grant;
 - iv. Participate, as requested, in any evaluations of this grant conducted by the State or ED;
 - v. Be responsive to the State or ED requests for information including the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
 - vi. Participate in meetings and telephone conferences with the State 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. **State Responsibilities.** In assisting participating LEAs in implementing their tasks and activities described in the State’s Race to the Top application, the State will:

 - i. Work collaboratively with and support the LEA in carrying out the LEA Plan as identified in Exhibits 1 and 2 to this agreement;
 - ii. Timely distribute the LEA’s portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan identified in Exhibit 2;
 - iii. Provide feedback on the LEA’s status updates, annual reports, any interim reports, and project plans and products; and
 - iv. Identify sources of technical assistance for the project.
- c. **Joint Responsibilities.**

 - i. The State and the LEA will each appoint a key contact person for the Race to the Top grant.
 - ii. These key contacts from the State and the LEA will maintain frequent communication to facilitate cooperation under this MOU.
 - iii. State and LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
 - iv. State and 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 may affect the LEA, or when the LEA Plan requires modifications.
3. **State Recourse for LEA Non-Performance.** If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State will take appropriate enforcement action, which could include but is not limited to a collaborative process between the State and the LEA, temporarily withholding funds, or disallowing costs.

4. **Assurances.** The LEA hereby certifies and represents that it:
 - a. Has all requisite power and authority to execute this MOU;
 - b. Is familiar with the State's Race to the Top grant application and is supportive of and committed to working on all or significant portions of the State Plan;
 - c. Agrees to be a participating LEA and will implement those portions of the State Plan indicated in Exhibit 1, if the State application is funded;
 - d. Will provide a Final Scope of Work to be attached to this agreement as Exhibit 2 only if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe in Exhibit 2 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 1) and with the State Plan; and
 - e. Will comply with all of the terms of the grant, the State's sub-grant, and all applicable Federal and State laws and regulations.

5. **Modifications.** This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

6. **Duration/Termination.** This Memorandum of Understanding 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; provided, however, that in the event the LEA and State are unable to finalize the Final Scope of Work on or before the date specified in Section 4 (a) above, this MOU shall be deemed null and void.

[Remainder of this page intentionally left blank]

7. Signatures.

LEA Superintendent (or equivalent authorized signatory)

Name of LEA (please print)

Signature

Date

Printed Name/Title

President of Local School Board (or equivalent; if applicable)

Signature

Date

Printed Name/Title

Local Teachers' Union Leader (if applicable)

Signature

Date

Printed Name/Title

Authorized State Official: By the signature below, the State hereby accepts the LEA as a participating LEA:

Signature

Date

Printed Name/Title
