

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: August 22, 2006

TO: **BOARD OF EDUCATION**

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: **MEMORANDUM OF UNDERSTANDING (MOU) FOR THE
BALTIMORE COUNTY MIDDLE SCHOOL AFTER-SCHOOL
COLLABORATION PROJECT**

ORIGINATOR: Rita Fromm, Chief of Staff

**RESOURCE
PERSON(S):** Dale Rauenzahn, Executive Director of Student Support Services

RECOMMENDATION

The Baltimore County Middle School After-School Collaboration Project supports improved academic achievement for Baltimore County Public School middle school students. This enhanced middle school after-school program combines three enhancements: Structured Tutoring, the All Stars Curriculum, and Attendance Monitoring and Reinforcement. Structured Tutoring will be conducted by teachers, adult volunteers, and students for 1.5 hours per week. The All Stars Curriculum is a comprehensive program focusing on building attitudes and beliefs that are inconsistent with substance use and other risky behaviors and teaching skills necessary for healthy decision- making. Attendance Monitoring and Reinforcement will provide rewards, such as fun outings, clothing, and CDs, to students and groups with good attendance in school. The program will operate for nine hours per week for 30 weeks.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE BALTIMORE COUNTY LOCAL MANAGEMENT BOARD and the BOARD OF EDUCATION of BALTIMORE COUNTY

for the provision of the following

This Memorandum of Understanding (hereafter called MOU) is effective July 1, 2006 through June 30, 2008, by and between the Baltimore County Local Management Board (hereafter called LMB) and the Board of Education of Baltimore County on behalf of Baltimore County Public Schools (hereafter called BCPS.)

I. BACKGROUND

The University of Maryland has secured grant funding from the United States Department of Education to conduct an evaluation of educational interventions in the after school hours. The University of Maryland will partner with the Baltimore County Local Management Board, Baltimore County Public Schools and Baltimore County Department of Recreation and Parks (hereafter referred to as BCRP) to establish after school programs in five Baltimore County middle schools in order to implement the aforementioned educational interventions.

II. PROGRAM SERVICES to be PROVIDED

Pursuant to a grant award from the University of Maryland (hereafter referred to as UMD) to the LMB to implement after school programs in the local jurisdiction, BCPS will cooperate with the LMB and UMD to ensure the success of the after school programs, including the provision of space, access to resources and data, and involvement in planning and coordinating activities.

These services shall be provided in accordance with the terms and conditions of the GOC *LMB Policies and Procedures Manual* (which can be found at www.ocyf.state.md.us/clients/state/images/SPT2001.pdf) and of this MOU and the following appendices, which are hereby incorporated into and made a part of this MOU.

1. Appendix One: *Program Implementation Requirements*
2. Appendix Two: *Evaluation Requirements*

III. GENERAL PROVISIONS

A. Memorandum of Understanding Period

This MOU is effective July 1, 2006 through June 30, 2008.

B. Professional Qualifications and Hiring Practices

1. If applicable, BCPS shall assure the LMB, through written verification, that all professional personnel providing services under this MOU have the required qualifications and licensure pursuant to Maryland law.
2. BCPS shall conduct and document a state and federal fingerprint supported criminal background check, through the Maryland Department of Safety and Corrections using CJIS, for all employees, volunteers, and student interns funded under this grant who may have direct contact with individuals receiving services.
3. BCPS shall make every effort to hire staff who have relevant experience working with and treating children and families who have needs similar to the population being served.
4. BCPS shall, in all employment practices with respect to hiring, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, comply with the intent and spirit of the laws governing these practices.

C. Data Reporting Requirements

1. From the onset of services, BCPS will furnish data requested by the LMB and/or UMD. Data will be provided in a timely manner, and in the form requested by the LMB and/or UMD.

2. BCPS shall grant to the LMB and UMD a nonexclusive, irrevocable, perpetual, royalty-free license to use and to license others to use any and all data collected in connection with the grant, except where prohibited by law.

D. Time is of the Essence

Time is of the essence with respect to performance of the terms and conditions of this MOU. After school programs at Deep Creek Middle, Dundalk Middle, Lansdowne Middle, Windsor Mill Middle and Woodlawn Middle will begin on or about September 18, 2006, and conclude on or about May 31, 2006. Physical space, school resources and data shall be made available to the LMB and UMD in a timely manner to coordinate with the aforementioned program dates and in conjunction with the subsequent grant year of evaluation activities.

E. Property Title

1. Title to all property furnished and/or financed by the LMB for use by BCPS in the performance of this MOU shall remain with the State.
2. The sale of reports, data, studies or other materials is strictly prohibited.

F. Confidentiality

1. BCPS shall comply with all federal laws and regulations and state laws concerning privacy and confidentiality of education records, including statistical information gathered for research purposes, and that the use or disclosure of information concerning recipients of services obtained in connection with the performance of the MOU shall be restricted to purposes directly connected with the administration of the project implemented by the MOU.
2. BCPS acknowledges its duty that ensure that it become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations. BCPS agrees to comply with the Maryland Confidentiality of Medical Records Act. This obligation includes:
 - a. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
 - b. Providing good management practices regarding all health information and medical records.
3. If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, BCPS must execute a business associate agreement as required by HIPAA regulations. A copy of the fully executed business associate agreement must be submitted to the LMB by October 10, 2006.
4. Protected Health Information as defined in the HIPAA regulations as amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

G. Accessibility of Projects, Activities and Services

It is the policy of Baltimore County to protect qualified individuals with disabilities from discrimination on the basis of disability in the provision of projects, services or activities as identified under Title II of The Americans with Disabilities Act (ADA). It is also the policy of Baltimore County to protect qualified individuals with disabilities from discrimination as prohibited under Section 504 of the Rehabilitation Act of 1973, as amended, to include all activities of State and local governments, including those that do not received Federal financial assistance. Therefore:

1. BCPS will make reasonable efforts to provide access to all projects, services and activities it sponsors or provides associated with the provisions of services under this MOU. If necessary, accommodation will be provided to individuals with disabilities seeking access to these projects, services or activities.

2. BCPS shall not deny opportunity for participation by individuals with disabilities in its projects, services and activities due to a lack of accessibility, or through the provision of a reasonable accommodation(s) only. "Accessibility" is used in three contexts: physical accessibility (meaning facilities are usable by a person using a wheelchair or other mobility aid); accessibility for persons with hearing impairments (meaning that necessary accommodations will be made so that persons with hearing impairments may participate); and accessibility for persons with vision impairments (meaning that alternate forms of communication such as, but not necessarily limited to, readers, Braille, large print, close captioning, and/or audiocassettes are available when requested).

H. Publication

1. The LMB and UMD shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with the MOU.
2. BCPS agrees that any publication (written, visual, or sound) issued by BCPS shall contain the following statement:

This program is funded by a grant from the Baltimore County Local Management Board and the University of Maryland.

I. Media and Other Announcements

1. BCPS may issue its own press announcements, but shall coordinate its announcements with the LMB at least fifteen (15) calendar days in advance of dissemination. BCPS shall furnish to the LMB a copy of all press releases, papers, manuscripts, and other information materials which it purchases/produces that are related to the project and supported by LMB funding.
2. LMB support must be noted in any press releases, brochures, materials or RFPs related to this MOU.

J. Conflict of Interest

BCPS represents and warrants that there exists no actual or potential conflict of interest between its performance under this MOU and its engagement or involvement in any other activities. In the event such conflict or potential conflict arises during the term of this MOU, or any extension thereof, BCPS shall immediately advise the LMB thereof.

K. Prohibition of Dual Status

Officers, employees, and members of the Board of Directors of the LMB/BCPS/sub-contractor(s)/sub-grantee(s) cannot be paid consultants to that organization, its member agencies, or its contracts and grantees.

L. Compliance with Laws

BCRP hereby represents and warrants that:

1. It is duly authorized to conduct business in the State of Maryland, and that it will take such action as, from time to time, may be necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing to any local government, the State of Maryland, the United States of America, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits and that it shall not become so in arrears during the term of this MOU;
3. It shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this MOU; and,
4. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this MOU.

M. Imposition of Additional Conditions

BCPS agrees to accept additional conditions established by the LMB governing the use of funds or performance of services under this MOU as directed by federal, state, or local laws, policies, statutes, ordinances, and rules and regulations pertaining to or regulating the provision of such services.

N. Material Breach

In providing all services pursuant to this MOU, BCPS shall abide by all laws, policies, statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this MOU and shall entitle the LMB to terminate this MOU immediately upon delivery of written notice of termination to BCPS.

O. Suspension of Work

The LMB may unilaterally order BCPS in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the LMB may determine to be appropriate.

P. Noncompliance

1. The LMB and BCPS shall work collaboratively to identify and resolve any and all problems that may arise. Once informal methods to correct the problem have been exhausted, the LMB shall formally document any violation of the MOU by sending a letter to BCPS that provides a description of the violation. The letter will notify BCPS that an opportunity is provided to respond in writing to the formal notification within ten (10) business days, before further steps are taken by the LMB.
2. Following receipt of the letter, or ten (10) business days after the notification letter was mailed to the BCPS, the LMB shall determine whether the violation still exists.
3. BCPS and the LMB shall work together to develop a plan for corrective action that is to include a time frame for verification by the LMB that the violation has been remedied.
4. Once the LMB determines that a violation has been corrected according to the plan, a letter shall be sent by the LMB notifying BCPS that the violation has been remedied.
5. If the violation has not been remedied within the agreed upon time frame, then a formal notice in writing from the Director of the LMB shall be sent by certified mail to BCPS.

Q. Notice

Any notice required or permitted under this MOU shall be in writing and hand delivered to the following:

BCPS:
Joe Hairston
Superintendent
Baltimore County Public Schools

LMB:
Roe Davis
Director
Baltimore County Local Management Board

R. Modifications and Amendments

Any and all modifications of the services and/or the cost of the services shall be approved by the Director of the LMB or her/his designee, and the Director of BCPS or designee. Requests to modify services and/or cost of services shall be submitted in writing to the Director of the LMB or designee. The LMB shall respond in writing to all requests within ten (10) business days of receipt. No amendment or modification to the MOU is binding unless it is in writing and signed by both parties.

S. Administration

All questions relating to the administration and performance of this MOU shall be referred to the Director of the LMB, or her designee, for determination.

BALTIMORE COUNTY LOCAL MANAGEMENT BOARD

Timothy Griffith
Chair
Baltimore County Local Management Board

DATE

BOARD OF EDUCATION OF BALTIMORE COUNTY

Joe Hairston
Superintendent
Baltimore County Public Schools

DATE

Thomas Grzymski
President
Board of Education of Baltimore County

DATE

APPENDIX ONE
PROGRAM IMPLEMENTATION REQUIREMENTS

PROGRAM IMPLEMENTATION REQUIREMENTS

BCPS shall cooperate with the LMB, UMD and BCRP in the delivery of after school services at Deep Creek Middle, Dundalk Middle, Lansdowne Middle, Windsor Mill Middle, and Woodlawn Middle with access to needed space for program implementation and school resources, specifically:

1. Sufficient space to operate the after school programs for 40 – 50 students at each site, Tuesday through Thursday, 3:00 – 6:00 pm;
2. The space must be sufficient to hold up to 100 students on certain days when the control students are invited for activities;
3. Cooperation with random assignment by UMD of students to enhanced and minimal conditions: Registered youths will be randomly assigned to receive the enhanced program or the minimal program. Parents will be told during recruitment that their child will have a 50/50 chance of getting the enhanced program;
4. Space and hook-up for a computer to be dedicated to the after school program. Computer and training will be provided by UMD;
5. Assistance to LMB and BCRP in accessing parents for mailings, information meetings, and recruitment activities; and
6. Demonstration of a good faith effort towards the success of the after school programs.

APPENDIX TWO
EVALUATION REQUIREMENTS

EVALUATION REQUIREMENTS

BCPS shall cooperate with UMD, LMB and BCRP in the facilitation of the evaluation of the after school programs by providing access to students and data, specifically:

1. School administration will provide school absentee lists to After School Site Director(s) everyday for the purpose of implementing the attendance incentive program;
2. UMD or designee (Bonham Research) will submit completed consent forms in order that BCPS will grant access to school records for students registered in the program to include promotion to the next grade, school grades, school attendance, standardized test scores, school conduct pertaining to the 05-06 and 06-07 school years;
3. BCPS will provide UMD or designee (Bonham Research) school records on school attendance and drop-out/transfer for 06-07 school year on a monthly basis for the purpose of tracking the 100 students per school; and
4. BCPS will allow UMD to use one hour of school time, pending individual principal approval, for administering a youth survey for the 100 participants per school in September 2006 and again in May 2007, and one-half hour in December 2006 (see detailed schedule below). Students will be gathered in one location for this activity and UMD will be permitted to return for follow-up administration for absent students within a few days of survey administration.

	September 2006 Youth Survey Pretest	December 2006 YES Survey	May 2007 Youth Survey Post Test
Deep Creek	5 th – Initial – 5 th period 13 th – Make-up – 2 nd period	5 th – Initial – 5 th period 13 th – Make-up – 2 nd period	15 th – Initial – 5 th period 23 rd – Make-up – 2 nd period
Dundalk	5 th – Initial – 2 nd period 14 th – Make-up – 5 th period	5 th – Initial – 2 nd period 14 th – Make-up – 5 th period	15 th – Initial – 2 nd period 24 th – Make-up – 5 th period
Lansdowne	6 th – Initial – 2 nd period 13 th – Make-up – 5 th period	6 th – Initial – 2 nd period 13 th – Make-up – 5 th period	16 th – Initial – 2 nd period 23 rd – Make-up – 5 th period
Windsor Mill	6 th – Initial – 5 th period 12 th – Make-up – 2 nd period	6 th – Initial – 5 th period 12 th – Make-up – 2 nd period	16 th – Initial – 5 th period 22 nd – Make-up – 2 nd period
Woodlawn	7 th – Initial – 5 th period 12 th – Make-up – 2 nd period	7 th – Initial – 5 th period 12 th – Make-up – 2 nd period	17 th – Initial – 5 th period 22 nd – Make-up – 2 nd period