

MARYLAND STATE DEPARTMENT OF EDUCATION MEMORANDUM OF UNDERSTANDING

FOR

EXPERT REVIEW TEAMS STAFFING

This Memorandum of Understanding ("MOU"), dated August 17, 2022 and entitled "Expert Review Teams Staffing" is hereby entered into by and between the Maryland State Department of Education, hereinafter referred to as "MSDE" or the "Department" and Charles County Public Schools hereinafter referred to as the "LEA".

I. TERM OF MOU

The term of the MOU shall commence on or about July 1 and shall terminate on June 30, 2023, and automatically renew each fiscal year (July 1 – June 30) unless MSDE or the LEA provides 30 days' notice.

This MOU is subject to State and Federal appropriations and funds. If the Maryland General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this MOU, this MOU shall be canceled automatically. MSDE will not be responsible for any costs incurred by the LEA that exceed the amount of existing appropriations or funding. MSDE shall notify the LEA as soon as it practicable after it has knowledge that funds may not be available for the continuation of this MOU.

II. BACKGROUND INFORMATION

Under *The Blueprint for Maryland's Future*, MSDE shall establish the Expert Review Team Program (the "Program") to conduct reviews of a least 10% of all Maryland public schools annually and to make recommendations for improving their performance. The Expert Review Team members will include Maryland public school teachers and school leaders. To allow for those individuals to participate, MSDE requests the LEA to grant administrative leave to any LEA employee participating on an Expert Review Team. MSDE will provide the LEA with State funds to cover for substitute personnel during the time an employee is on administrative leave to fulfill their duties for the Program.

III. OBLIGATIONS OF MSDE AND THE LEA

A. DUTIES OF THE LEA

The LEA agrees to do the following:

- 1. Grant administrative and/or a specially designated leave bank leave to any LEA employee who is a member of an Expert Review Team so they can complete assigned school visits on behalf of MSDE;
- 2. Allow any LEA employee who is a member of an Expert Review to accomplish the following tasks outside of their daily school hours in support of the Program:
 - a. Complete all required training;
 - b. Complete pre-visit preparation according to the process established by MSDE;
 - c. Complete post-visit reporting for each school visit according to the process established by MSDE;
 - d. Complete other post-visit protocols including but not limited to being available to answer questions about the school visit, returning technology and supplies, and providing feedback on the school visit report;
 - e. Other duties developed by the Program;
- 3. Ensure that the LEA employee does not have to use earned vacation or sick leave to serve on an Expert Review Team;
- 4. Ensure that no school assigns an LEA employee any tasks during this administrative leave:
- 5. Prohibit any negative repercussions against an LEA employee for serving on an Expert Review Team; and
- 6. Submit a request to the MSDE Point of Contact if an LEA employee can no longer serve on an Expert Review Team due to LEA needs. The LEA will provide sufficient justification if making such a request.

B. DUTIES OF MSDE

MSDE agrees to the following:

- 1. Reimburse LEAs with State funds for the total days of administrative leave for all LEA employees participating in the Program at the rate up to and including the highest substitute per diem rate in the State, amongst all LEAs;
- 2. Enter into personal services contracts with LEA employees to provide stipends to compensate for time on the Expert Review Team;
- 3. Provide adequate notice to LEA employees regarding their Expert Review Team duties so the employees can give notice to their schools and request administrative leave; and
- 4. Ensure that the Program maintains a cap of approximately 167 hours of total time that an LEA may work on behalf of the Program during a fiscal year.

IV. METHODS OF PAYMENT

A. STIPEND PAYMENTS TO LEA EMPLOYEES

MSDE will enter into a personal services contract with all LEA personnel who serve on an Expert Review Team. The LEA personnel will receive their stipend payments from MSDE. Any disputes regarding payments of stipends will be addressed by MSDE.

B. REIMBURSEMENT TO LEA BY MSDE FOR SUBSTITUTE PERSONNEL.

MSDE will reimburse the LEA with State funds for the total days of administrative leave for all LEA employees participating in the Program at the rate up to and including the highest substitute and/or teacher-in-charge per diem rate in the State, amongst all LEAs. The LEA will submit an invoice to MSDE on a quarterly basis for reimbursement.

V. MOU POINTS OF CONTACT

The MOU Point of Contact for MSDE shall be:

Hazel Hamond-Terry
Finance Administrator
Office of Teaching and Learning
School Implementation Review Branch
200 West Baltimore Street
Baltimore, MD 21201
410-767-0157
hazel.hamond-terry2@maryland.gov

This person is the primary point of contact within MSDE for matters relating to this MOU. The LEA shall contact this person immediately if the LEA is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of, the provisions of the MOU.

The MOU Point of Contact for the LEA shall be:

Christina Mulhollan Miller Coordinator of District Innovation 5980 Radio Station Rd. La Plata, MD 20646 301-934-7300 cmmiller@ccboe.com

This person is the primary point of contact within the LEA for matters relating to this MOU. MSDE shall contact this person immediately if MSDE is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of, the provisions of the MOU.

VI. TERMINATION FOR CONVENIENCE

This MOU may be terminated by MSDE whenever it determines that such termination is in the best interest of the State or MSDE. MSDE will provide 30 days' notice.

VII. SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this MOU, these authorized signatories of the LEA and MSDE do hereby attest to their acceptance of the terms and conditions of this MOU.

Charles County Public Schools		
By:	Date: 8 18 22	
Name: Maria Navaro		
Title: Superintentent		
· ·		
MARYLAND STATE DEPARTMENT OF ED	UCATION	
By:	Date:	
Name:		
Title		