



## UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** MOU for school district/private partnership consortium (Texas Middle Rio Grande Border Consortium) to pursue the Race to The Top – District grant application from the US Department of Education

**SUBMITTED BY:** Dr. Edith Landeck **OF:** Grants Administration, as directed by of the Superintendent

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** September 19, 2012

### **RECOMMENDATION:**

The Superintendent and Board President are recommended to sign the Memorandum of Understanding (MOU) for the formation of the school district/private partnership consortium (Texas Middle Rio Grande Border Consortium) to pursue the Race to The Top – District grant application from the US Department of Education.

### **RATIONALE:**

United ISD will enter into a Memorandum of Understanding (MOU) for a consortium named the Texas Middle Rio Grande Border Consortium, composed of school districts located along the Rio Grande and an external partner to pursue funding for the Race to The Top District (RTTT-D) grant program from the US Department of Education. These school district consortium partners will include: United ISD, Laredo ISD, Eagle Pass ISD, and San Felipe-Del Rio CISD. UISD will be the lead and fiscal agent for the grant.

The Race to The Top – Districts grant (RTTT-D) will support bold, locally directed improvements in teaching and learning that will directly improve student achievement and teacher effectiveness. RTT-D will reward those LEAs that have the leadership and vision to implement the strategies, structures and systems of support to move beyond one-size-fits-all models of schooling, which have struggled to produce excellence and equity for all children, to personalized, student-focused approaches to teaching and learning that will use collaborative, data-based strategies and 21st century tools to deliver instruction and supports tailored to the needs and goals of each student, with the goal of enabling all students to graduate college- and career-ready.

**BUDGETARY INFORMATION:** No impact at this time

**BOARD POLICY REFERENCE AND COMPLIANCE:**

**MEMORANDUM OF UNDERSTANDING**  
**For**  
**Race to the Top - District Grant**  
**on behalf of the**  
**Texas Middle Rio Grande Border Consortium**

**I. Parties**

This Memorandum of Understanding MOU is made and effective as of this 20th day of August 2012, by and between the San Felipe-Del Rio Consolidated Independent School District (SFDR-CISD), United Independent School District (United ISD), Laredo Independent School District (LISD), Eagle Pass Independent School District (Eagle Pass ISD), and Pearson Education as the external partner to all be members in the consortium ("Consortium") for application to and administration of the Race to the Top Districts grant from the United States Department of Education. All consortium members have also executed this MOU.

United Independent School District has elected to participate in the Consortium as:

- ☒ Lead LEA  
☐ Member LEA

**II. Scope of MOU**

This MOU constitutes an understanding between the Consortium member LEAs to participate in the Consortium. This document describes the purpose and goals of the Consortium, explains its organizational and governance structure, and defines the terms and responsibilities of participation in the Consortium.

**III. Binding Commitments and Assurances**

To support these goals, each signatory LEA that signs this MOU assures, certifies, and represents that the signatory LEA:

- a. Has all requisite power and authority to execute this MOU;
- b. Is familiar with all the contents of the Consortium application;
- c. At a minimum, will implement no later than the 2014-15-school year:
  - i. A teacher evaluation system (as defined in the Notice Inviting Applications for the Race to the Top-District competition);
  - ii. A principal evaluation system (as defined in the Notice Inviting Applications for the Race to the Top-District competition); and
  - iii. A superintendent evaluation (as defined in the Notice Inviting Applications for the Race to the Top-District competition);

- d. Is committed to preparing students for college or career, as demonstrated by:
  - i. Being located in a State that has adopted college- and career- ready standards (as defined in the Notice Inviting Applications for the Race to the Top-District competition); or
  - ii. Measuring all student progress and performance against college- and career-ready graduation requirements (as defined in the Notice Inviting Applications for the Race to the Top-District competition);
- e. Has a robust data system that has, at a minimum:
  - i. An individual teacher identifier with a teacher-student match; and
  - ii. The capability to provide timely data back to educators and their supervisors on student growth;
- f. Has the capability to receive or match student-level preschool-through-grade-12 and higher education data;
- g. Ensures that any disclosure of or access to personally identifiable information in students' education records complies with the Family Educational Rights and Privacy Act (FERPA);
- h. Will comply with all of the terms of the Grant, and all applicable Federal, State, and local 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, 86, 97, 98 and 99) and 2 CFR part 3485;
- i. Meets all the eligibility requirements described in the application and notice;
- j. Will bind itself to and comply with all elements of the Consortium governance structure described in this MOU and the individual LEA's role in the structure as described in this MOU; and
- k. Will bind itself to every statement and assurance made in the Consortium's application, including but not limited to programs, plans, policies, strategies, and requirements that the Consortium plans to implement.

#### **IV. Consortium Membership**

- a. Each member LEA and the lead LEA will sign on to only one application for a Race to the Top - District grant;

- b. Each LEA in the Consortium is legally responsible for:
  - i. Carrying out the activities it has agreed to perform; and
  - ii. Using the funds that it receives under the MOU in accordance with the Federal requirements that apply to the Race to the Top - District grant;
- c. Each LEA in the Consortium will support the activities of the Consortium as follows:
  - i. Participate in all activities and projects that the Consortium board approves in support of the Consortium's application;
  - ii. Participate in the management of all those activities and projects;
  - iii. Other activities as necessary.

**V. Lead LEA**

- a. The lead LEA, United ISD, will serve as the "Applicant" LEA for purposes of the grant application, applying as the member of the Consortium on behalf of the Consortium, pursuant to the Application Requirements of the Notice and 34 C.F.R. 75.127-129;
- b. The lead LEA is legally responsible for:
  - i. The use of all grant funds;
  - ii. Ensuring that the project is carried out by the Consortium in accordance with Federal requirements; and
  - iii. Ensuring that the indirect cost funds are determined as required under 34 C.F.R. 75.564(e);
- c. The lead LEA, United ISD, will act as the fiscal agent on behalf of the Consortium;
- d. The LEA acting as fiscal agent, United ISD, will comply with Texas statutes regarding procurement, accounting practices, and all other relevant areas of law, including but not limited to grant requirements.

## **VI. Consortium Governance**

The governance structure must describe the Consortium's structure for carrying out its operations, including:

- a. The organizational structure of the Consortium and the differentiated roles that a member LEA may hold:
  - i. United ISD is the lead LEA, and the fiscal agent for the grant consortium;
  - ii. Eagle Pass ISD, Laredo ISD, and San Felipe-Del Rio CISD are member LEA's to the consortium;
  - iii. Pearson Education is the external non-LEA partner to the consortium. Pearson Education will provide support in the execution, implementation, or governance of their grant project in accordance with Education Department General Administrative Regulation (EDGAR) 80.36.
- b. For each differentiated role, the associated rights and responsibilities (including rights and responsibilities related for adopting and implementing the Consortium's proposal for a grant);
  - i. The Lead LEA, United ISD, will act as the fiscal agent for the grant to include requisitioning, purchasing, receiving, distributing, and paying for items or services under the grant. Each member LEA and partner is responsible for inventory control and maintenance of goods paid for with grant funds;
  - ii. The Member LEAs, Eagle Pass ISD, Laredo ISD, San Felipe-Del Rio CISD, and partner Pearson Education will be responsible for submitting documents to the Lead LEA, United ISD in a timely manner;
  - iii. The Member LEAs, Eagle Pass ISD, Laredo ISD, and San Felipe-Del Rio CISD and the partner, Pearson Education, are responsible for submitting requested data or reporting requirements to United ISD in a timely manner, within 5 business days of the request;
  - iv. Pearson Education will provide support in the execution, implementation, or governance of the consortium grant project. Pearson will also comply with requests for data/reporting;

Pearson as a non-LEA partner will support and provide guidance (in-kind contribution) in:

<b>Pearson support for up to 4 applicants</b>	<b>Value</b>
Dedicated Pearson Project Manager to coordinate Pearson involvement. Will not coordinate district's entire application.  <i>Estimated 10 days on-site, 5 days worth of ongoing support remote @ \$1500/day</i>	\$22,500
<b>Access to Pearson experts to assist with project's conceptual development</b>	
Experts will be assigned based on the direction of district's RTTT-D application: <ul style="list-style-type: none"> <li>- Pearson product specialists</li> <li>- Authorship support</li> <li>- Senior executives</li> </ul> <i>Estimated 5 non-consecutive days on-site = \$10,000/day</i>	\$50,000
<b>As-needed writing support</b>	
Grant-writing support <i>Estimated 5 days remote = \$3500/day</i>	\$17,500
Sample grant narrative on Pearson products/services	--
Grant reviews <i>Estimated \$3000/review</i>	\$3000
<b>TOTAL VALUE</b>	<b>\$93,000</b>

- c. The Consortium's method and process (e.g., consensus, majority) for making different types of decisions (e.g., policy, operational);
  - i. The Consortium will use the consensus method for making policy or operational decisions requiring input from consortium members;
  - ii. In the event that consensus is not reached, a majority vote will be taken;
  - iii. Each consortium member will have a vote equivalent to the number of students it serves;
- d. The protocols by which the Consortium will operate, including the protocols for member LEAs to change roles or leave the Consortium;
  - i. The consortium will operate as a cooperative to meet the goals set forth in the grant application;
  - ii. Member LEAs may opt to leave the consortium with a minimum 30 days written notice provided to the lead fiscal agent, United ISD, and all consortium members. In the event that United ISD elects to leave

the consortium, San Felipe-Del Rio will become the lead fiscal agent for the grant;

- e. The Consortium's plan for managing funds received under this grant: United ISD as lead fiscal agent, through its Accounting Department will be responsible for the financial management of the RtttD grant consortium through the preparation and reporting of the financial condition of the governmental, proprietary and fiduciary funds. Services provided will include:
  - i. Preparation and distribution of the grant's monthly, semi-monthly, payroll and related employee benefits;
  - ii. Generation of disbursements and maintenance of all records for paid invoices;
  - iii. To comply with external regulatory requirements of Federal and State Grants through the submission of monthly/quarterly financial reports and requests for payment;
  - iv. Reconciliation of accounts;
- f. The terms and conditions of the MOU executed by each member LEA. This MOU is binding upon all members of the consortium, including its non-LEA partner.
- g. The Consortium's procurement process, and evidence of each member LEA's commitment to that process: United ISD as lead fiscal agent will manage the procurement process for this grant. As a public entity we are bound by Local, State & Federal rules and regulations. It is the policy of the United Independent School District Purchasing Department to maintain the highest moral, legal and ethical standards. The purchasing department shall:
  - i. Purchase all goods and services for the best value and of suitable quality in an efficient and timely manner;
  - ii. Purchase goods and services in accordance with established policies and procedures;
  - iii. Establish and maintain purchasing procedures;
  - iv. Continue to promote communication between all departments and purchasing personnel in order to facilitate the purchasing process.

## **VII. Modification**

This MOU may be amended only by written agreement signed by each of the parties involved, and in consultation with the U.S. Department of Education.

## **VIII. Duration/Termination**

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

## **IX. Points of Contact**

Communications with the LEA regarding this MOU should be directed to:

Name:	Dr. Edith Landeck
Mailing Address:	201 Lindenwood Drive Laredo, Texas 78045
Telephone:	956-473-6311
Fax:	956-473-6399
E-mail:	elandeck@uisd.net

Or hereinafter to another individual that may be designated by the LEA in writing transmitted to the Leaders of the Consortium.



## **X. Signatures**

United ISD hereby joins the Consortium as a member and agrees to be bound by all the assurances and commitments associated with lead LEA and fiscal agent classification.

Further, the LEA agrees to perform the duties and carry out the responsibilities associated with the member membership classification as described in this MOU.

Superintendent of the Lead LEA and Fiscal Agent, United ISD  
Mr. Roberto J. Santos  
Signature of Superintendent of LEA:

Telephone:  
956-473-6219  
Date:

Local School Board President Lead LEA and Fiscal Agent, United ISD  
Mr. Judd Gilpin  
Signature of Local School Board President:

Telephone:  
956-753-2210  
Date:

Leader of the Local Teacher's Association, if applicable:

Telephone:

Signature of the Leader of the Local Teacher's Association:

Date:

Leader of the Local Teacher's Association, if applicable:

Telephone:

Signature of the Leader of the Local Teacher's Association:

Date: