

PROFESSIONAL DEVELOPMENT SCHOOL PROGRAM
Memorandum of Understanding

Between
The Johns Hopkins University
And
The Howard County Public School System

This Memorandum of Understanding ("MOU") is entered into this 1st day of October 2016 ("Effective Date"), by and between the Johns Hopkins University, with services to be provided by its School of Education ("JHU"), and the Howard County Public School System ("HCPSS").

WHEREAS, the HCPSS, operated by the Board of Education of Howard County, a body politic and corporate, and the Johns Hopkins University School of Education ("JHU/SOE") will collaborate to establish Professional Development Schools (PDS) within the HCPSS at the Oakland Mills High School and Bonnie Branch Middle School sites. The goal is to create a cooperative environment that will provide extended internships at the graduate level of teacher training. The training will occur with a Teacher Mentor within a welcoming school community. The PDS collaboration is also dedicated to providing professional development occurring collaboratively between the parties.

WHEREAS, the purpose of this MOU is to define the responsibilities of JHU and the HCPSS in the delivery of the PDS Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this MOU and any exhibits attached hereto, and intending to be legally bound hereby, it is agreed by both parties as follows:

A. Joint Rights and Obligations.

1. Each party shall designate a liaison who shall be primarily responsible for the planning and exchange of information under this MOU. The current liaisons for HCPSS and JHU shall be:

HCPSS Contact/Liaison:
Patricia Otero
Facilitator
Teacher and Paraprofessional Development and Support
Howard County Public School System
10910 Route 108
Ellicott City, MD 21042

JHU Contact/Liaison:
Dr. R. William Sowders
Johns Hopkins University
6780 Alexander Bell Drive
Columbia, MD 20146

2. The parties will work cooperatively to provide models of effective co-teaching and learning for pre-k-12 students, teacher interns, experienced teachers, other school personnel, and university and college faculty;
3. The parties will work cooperatively to provide for appropriate internship experiences for prospective teachers based on the defined requirements of the internship;

4. The parties will work cooperatively to provide opportunities for continuing professional development of experienced teachers and other school personnel, and college faculty; and
5. The parties will work cooperatively to provide opportunities to try new approaches, conduct site-based research projects, and serve on professional committees to enhance the learning environment.

B. Term and Termination.

1. This MOU shall become effective as of the Effective Date above, and continue for three (3) consecutive years ending on June 30, 2019 ("Term"), unless terminated earlier in accordance with the terms and conditions herein. This MOU may be renewed by mutual written agreement of the parties.
2. This MOU may be terminated prior to its expiration date upon the occurrence of any of the following events:
 - (i) By mutual agreement of the parties;
 - (ii) By either party upon the other party's breach of any of the conditions of this MOU and the breaching party's failure to remedy such default to the satisfaction of the other party within seven (7) days from the time that the notice of the default is received; or
 - (iii) By either party no less than sixty (60) days after providing the other party with written notice of the intent to terminate.
3. To the extent reasonably possible, JHU students enrolled in a course or field experience at the time of the termination shall be permitted to complete the course or field experience under the terms and conditions set forth in this MOU.

C. JHU's Responsibilities.

1. Through its liaison and University supervisor, act as link between the university, the Student Intern, and the Teacher Mentor, and provide direct observations, feedback, and evaluation of the intern's field experience, and provide logistical support for the coordination between and among the PDS sites and HCPSS.
2. Coordinate Strategic Planning collaboratively with HCPSS counterpart.
3. Facilitate the Student Intern's integration into the PDS faculty.
4. Conduct Student Intern course work on site (if possible).
5. Serve on the Steering Committee.
6. Collaborate in problem solving for all stakeholders with regard to the Intern's responsibilities, requirements, concerns, scheduling conflicts.
7. Participate as a member of JHU Education Department faculty or adjunct faculty.
8. Provide leadership in the writing, preparation, and submission of PDS grants, reports, and other written documentation as needed.
9. Assist in the distribution and discussion of standard-based documents such as NCATE, PDS, and content standards.

10. Visit the Student Intern regularly throughout the internship experience to confer, guide, observe, and provide constructive feedback and assistance.
11. Schedule formal observations of the Student Intern with the Student Intern and Teacher Mentor.
12. Confer and maintain contact with the Teacher Mentor and be available to the Teacher Mentor to offer assistance and information as requested.
13. Communicate information about the teacher education program and other needs to the principal as requested.
14. Assist the Student Intern in meeting the portfolio and action research requirements.
15. Assess the Student Intern's program and performance on all reports and observations.
16. Serve as a strategic member of the Student Intern's mentor team including the program coordinator, field placement coordinator, PDS coordinator, PDS liaison, PDS site coordinator, pre-service mentor, and school/college based administration.
17. Ensure that all JHU employees who have on-site responsibilities and Student Interns are in compliance with Section 11-722 of the *Criminal Procedures Article*, Annotated Code of Maryland, which prohibits a registered sex offender from entering onto school property and prohibits those entering into a contract with a public school system from employing such an individual to work at a school.
18. Ensure that all JHU employees who have on-site responsibilities and Student Interns meet the requirements of Section 6-113 of the *Education Article*, Annotated Code of Maryland, which prohibits assigning individuals to work on school premises with direct, unsupervised, and uncontrolled access to children if that individual has been convicted of or plead guilty or *nolo contendere* to a crime covered by that statute, including child sexual abuse and other specific sexual offenses and crimes of violence.
19. Ensure that all JHU employees who have on-site responsibilities and Student Interns have undergone a criminal background check, including fingerprinting, that complies with Section 5-561 of the *Family Law Article*, Annotated Code of Maryland, and that these individuals have record that would prohibit HCPSS from hiring or retaining a similarly situated person under Section 6-113 of the *Education Article*, Annotated Code of Maryland.
20. Ensure that all JHU employees who have on-site responsibilities and Student Interns meet the requirements of Section 7-406 of the *Education Article*, Annotated Code of Maryland, and are free of communicable tuberculosis.
21. Conduct Student Intern enrollment and registration into the PDS program.
22. Confer any and all Student Intern degrees and certificates.

D. HCPSS Responsibilities.

1. The Local School System (LSS) Program Manager is responsible for insuring that all PDS sites in the HCPSS are operating within the state PDS guidelines and JHU's PDS policies.
2. Serve an ad-hoc member of PDS site-based Coordinating Council.
3. Attend state/county/college PDS meetings as a LSS representative.
4. Conduct workshops/presentations to support ongoing PDS implementation.

5. Work collaboratively with JHU to support PDS implementation and activities.
6. Maintain documentation of PDS activities and provides information, consistent with law, for reports as requested.
7. Communicate with all stakeholders to provide updated information that impacts the PDS operations.
8. Participate as a member of Program Coordinators Committee/PDS Coordinating Council and provides appropriate information as needed.
9. Visit PDS/school sites as a member of the PDS team to provide support and guidance as needed.
10. Serve as a clearinghouse for the establishment of PDS partnerships.
11. Marshal system resources to support PDS efforts.
12. Address and problem solves concerns that require system-level solutions.
13. Provide consistency of resources and personnel at PDS sites.
14. Communicate PDS information to HCPSS leadership.
15. Work with the Research Office to determine the feasibility of requested research studies.
16. Serves on various Coordinating Councils.
17. Presents to PDS site visitors.
18. Present at conferences, institutes and other forums to disseminate best practices.
19. Provide Teacher Mentors and supervision of Student Interns.
20. Continues to be fully responsible for the education of HCPSS students.

E. Resource Sharing/Funding.

Support of the PDS collaboration (financial and/or instructional) will be shared by both parties. Facilities and resources of both parties will be made available to support PDS activities only after approval has occurred through proper authorization at each institution.

F. Program Evaluation.

1. At the end of each PDS academic year of the collaboration, the parties shall conduct a PDS evaluation to determine the mutual on-going benefits and value of the PDS collaboration. Such evaluation may be based upon and include:
 - (i) PDS standards self-study. During the strategic planning each year, time will be included to discern the status of the implementation of the Maryland PDS standards. Determining the level of implementation across the standards/components will be a continuing self-assessment that guides future PDS initiatives.
 - (ii) Survey analysis. Student Interns, Teacher Mentors, and the Principal will be provided opportunities at the close of each year to assess the PDS experiences

including the level of competence of the Student Interns as defined by the InTASC standards.

(iii) Portfolio Assessment. Student Interns within the PDS will complete a portfolio that is aligned to InTASC standards and are assessed using rubrics.

(iv) Student Achievement. Collaborative strategic planning will emphasize the goals and objectives of the school improvement plan. Each school will continue to measure the planned activities in the PDS in relationship to goals related to increased student achievement. Results of the data analysis will guide future planning for PDS experiences, goals, and objectives.

2. Program Feedback. The parties will, through the survey process, portfolio evaluation, and internship evaluation, provide valuable feedback to the PDS program. Results will be discussed with recommendations for program modifications that will be shared with program coordinators.

G. Indemnification.

1. JHU will indemnify, defend, and hold the Board of Education and HCPSS, its officers, employees, and agents, harmless from any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, which arise out of the act(s) or omission(s) of JHU, its employees, agents, or students in connection with this MOU or by any breach or default in the performance of the obligations of JHU described herein, except for JHU Student Interns considered to be agents of the public school system under Section 6-107 of the *Education Article*, Annotated Code of Maryland, for the limited purposes of comprehensive liability insurance coverage under § 4-105 of the *Education Article* and workers' compensation coverage under the Maryland Workers' Compensation Act that does not exceed the salary of a first year teacher in the county school system.
2. The Board of Education and HCPSS will indemnify, defend, and hold JHU, its agents, employees, and students, harmless from any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, which arise out of the act(s) or omission(s) of HCPSS, its officers, employees, or agents in connection with this MOU or by any breach or default in the performance of the obligations of HCPSS described herein.
3. The indemnifications are not intended to, do not, and shall not be interpreted to waive or to modify any applicable statutory limitations or immunities that either party may have.

H. Amendments.

This MOU may not be amended except upon mutual written agreement signed by both parties. If any portion of this MOU is held invalid, such invalidity shall not affect the validity of the remaining portions of this MOU, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

I. Non-Discrimination.

Neither party shall discriminate against any employee, student, or participant in this program because of race, color, religion, gender, gender identity or preference, age, marital status, disability, sexual orientation, or national origin.

J. Use of Name.

Neither Party may use the names, logos, marks or symbols of the other Party without express written approval of the other Party in any public statements, including but not limited to in any brochures, catalogues, websites, advertising, promotion, internet, electronic or other communications.

K. Governing Law and Jurisdiction.

Memorandum of Understanding
For Professional Development Schools Collaboration
Between Johns Hopkins University College of Education
and the Howard County Public School System

IN WITNESS WHEREOF, the parties hereto have executed this MOU in duplicate by proper persons thereunto duly authorized.

Howard County Public School System

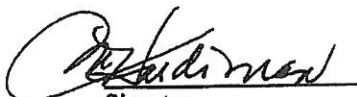
 9/22/16
Signature Date

Dr. Renee Foose
Superintendent of Schools
Howard County Public School System
10910 Route 108
Ellicott City, MD 21042

Johns Hopkins University

 10/12/16
Signature Date

Dr. Sunil Kumar, Ph.D.
Provost and Senior Vice President for Academic Affairs
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218

 9/28/16
Signature Date

Dr. Mariale M. Hardiman, Ed.D.
Interim Dean, School of Education
Johns Hopkins University
2800 N. Charles Street
Baltimore, MD 21218

MEMORANDUM OF UNDERSTANDING

Professional Development School Partnership Between Coppin State University and the Howard County Public School System

WHEREAS, a Professional Development School (PDS), as defined in the Maryland State Department Education (MSDE) Standards, is a collaboratively planned and implemented partnership for the academic and clinical preparation of pre-service teacher candidates and continuous professional development for professional personnel from both the partnering school and the institution of higher education; And

WHEREAS, the foci of the PDS partnerships are: excellence in pre-service teacher preparation, relevant and timely professional development, meaningful assessment of and inquiry into practice, and improved student performance through research-based teaching and learning,” and WHEREAS, Coppin State University (CSU) is a Maryland state public Institution of Higher Education and the Board of Education of Howard County, operating the Howard County Public School System (HCPSS) is a body politic and corporate, created by and operating under the Public Schools Laws of Maryland, providing Pre-K through 12 education to Howard County residents and other qualified residents of Maryland; and

WHEREAS, CSU and HCPSS intend to combine their resources to enter into a PDS partnership (“Partnership”); and WHEREAS, the mission of the Partnership is to employ the collaborative resources of Pre-K-12 and higher education to:

- Create a collaborative culture and governance structure to guide the placement and support for CSU pre-service teacher candidates in field placement/internship assignments in the HCPSS,
- Provide enhanced clinical practice experiences for CSU candidates through the

integration of theory and practice in a clinically based teacher education program,

- Promote collaborative practices that support the inquiry into and refinement of effective practices in teaching and learning by CSU candidates, CSU faculty, and professional staff, and HCPSS teachers and administrators,
- Contribute to the professional development of instructional staff at collaborating PDS sites,
- Support efforts to enhance student achievement, and
- Disseminate research-supported practices and structures to the education community.

NOW, THEREFORE, toward those ends, CSU and the HCPSS enter into this Memorandum of Understanding (MOU) and agree on the following:

1. CULTURALLY DIVERSE SETTINGS

Both parties to this MOU recognize the value of culturally diverse placements for all learners including exceptional learners and English language learners. Each party to this agreement will endeavor to assure that all placements are made in settings that are culturally diverse and sensitive to the needs of exceptional and English language learners.

2. PROFESSIONAL STANDARDS

Both parties to this MOU have a right and an obligation to insist on standards of professional decorum on the part of all school system personnel, university candidates, and participating faculty that are consonant with prevailing standards in the school/university community. Neither party shall discriminate in the choice of schools, supervising personnel, or students on the basis of race, religion, marital status, disability, gender, gender identity, preferences, or expression, national origin, or sexual orientation

3. **INQUIRY AND RESEARCH**

Both parties to this MOU support pre-service teacher candidate engagement in inquiry and research projects aimed at improving professional performance and enhancing student achievement. It is understood that all research requests must follow the guidelines of the HCPSS Policy 3030. It is further understood that no special consideration will be given to teacher candidates or the PDS School they represent. In accordance with Section 6-107(c) of the *Education Article, Annotated Code of Maryland* student teachers/interns have the same authority as and follow the same procedures in place for certificated employees.

Both parties support CSU pre-service candidates at PDS sites in the responsible use of video and other recording media aimed at improving CSU intern and teacher professional performance. All pre-service candidates taking video, audio, or pictures must make sure parents are made aware and that they have not violated the Photograph/Video Tape Release and Refusal Form that parents sign.

4. **GOVERNANCE**

Partnership activities at PDS sites will be governed by a CSU PDS Coordinating Council with representatives of CSU, HCPSS, and the PDS site in accordance with governance guidelines in the MSDE PDS Standards.

5. **PLACEMENTS**

The school system agrees to provide field experience and internship placements to CSU pre-service candidates in PDS sites commensurate with its ability to maintain consistently high professional standards of practice and support the number of placements in a school essential to establish a strong professional community and be in accord with MSDE PDS Standards. Mentors will be highly qualified,

experienced teachers with proper certification in the teaching field; prospective mentors must be recommended by their school system principal/supervisor. New mentors are expected to participate in a mentor-orientation program as agreed upon by CSU and the HCPSS PDS Director. Specific intern-mentor placements are determined collaboratively by the relevant CSU PDS Director and the school system principal or site liaison or designee at the PDS site. It is further provided that the number and type of supervised placements at PDS Site be mutually negotiated by CSU PDS Director and the HCPSS PDS Director(s) in accord with guidelines regarding numbers of placements per school in the MSDE PDS Standards.

6. REPORTING AND EVALUATION

Specific procedures for reporting and evaluating the supervised performance of each CSU pre-service candidate shall be determined by CSU in cooperation with the HCPSS. This shall not preclude HCPSS from administering its own procedures for evaluating and reporting these experiences. CSU and HCPSS will annually review mentors and CSU supervisors, in accordance with standards for program accreditation. Both parties agree to collaborate in the preparation and submission of appropriate reports to MSDE and other governmental or professional bodies to meet reporting and accreditation requirements.

7. PROFESSIONAL DEVELOPMENT

Professional development is fundamental to the growth and success of the PDS and is centered in supporting student learning and the professional revitalization of experienced teachers. Both parties will collaborate in the identification of professional development needs at PDS sites and in the design and implementation

of relevant professional development activities to meet those needs, within the resource and policy constraints of each party.

8. RESOURCE SUPPORT

Both parties will provide reasonable financial, human, and other resources to support the Partnership, within the resource and policy constraints of each party and in accordance with MSDE PDS Standards.

9. TERM OF AGREEMENT

This MOU shall continue for three (3) years from the latest date of signing. The MOU may be amended upon mutual written agreement signed by both parties. This MOU may be terminated prior to its expiration date upon the occurrence of any of the following events:

- a) By mutual agreement of the parties;
- b) By either party upon the other party's breach of any of the conditions of this MOU, and the breaching party's failure to remedy such default to the satisfaction of the other party within seven (7) days from the time that written notice of the default is given to the HCPSS or CSU PDS Director;
- c) By either party no less than 60 days after providing the other party with written notice of the intent to terminate. The parties specifically understand and agree that any current program engaged in under the terms of this MOU shall be permitted to continue to its scheduled completion. (CSU students enrolled in a course or field experience at the time of termination shall be permitted to complete the course or field experience under the conditions set forth in this MOU.)

10. SAFETY

- a) CSU will ensure that all participating pre-service candidates and any other CSU personnel who will be on a PDS school site or other HCPSS property with HCPSS students are in compliance with Section 11-722 of the Criminal Procedures Article, Annotated Code of Maryland, which prohibits a registered sex offender from entering onto school property and prohibits those entering into a contract with a public school system from employing such an individual to work at a school.

- b) CSU will ensure that all participating pre-service candidates and any other CSU personnel meet the requirements of Section 6-113 of the Education Article, Annotated Code of Maryland, which prohibits assigning individuals to work on school premises with direct, unsupervised, and uncontrolled access to children if that individual has been convicted of or plead guilty or nolo contendere to a crime covered by that statute, including child sexual abuse and other specific sexual offenses and crimes of violence.

- c) CSU will ensure that all participating pre-service candidates and any other CSU personnel who will be on a PDS school site or other HCPSS property with HCPSS students have undergone a criminal background check, including fingerprinting, that complies with Section 5-561 of the Family Law Article, Annotated Code of Maryland, and that these individuals have no record that would prohibit HCPSS from hiring or retaining a similarly situated person under Section 6-113 of the Education Article, Annotated Code of Maryland.

- d) CSU will ensure that all participating pre-service candidates and any other CSU personnel who will be on a PDS school site or other HCPSS property meet the requirements of Section 7-406 of the Education Article, Annotated Code of Maryland, and are free of communicable tuberculosis.

11. **PRIVACY**

CSU will ensure that all participating pre-service candidates and any other CSU personnel who have access to confidential information, protected by provisions of the Family Educational Rights and Privacy Act or other privacy laws, disclose such information only in accordance with the provisions of those laws.

12. **INDEMNIFICATION**

- a) To the extent permitted by law, and in accordance with the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Annotated Code of Maryland (the “Act”), CSU will indemnify, protect, and save harmless the Board of Education of Howard County, its Board members, officers, employees, and agents, for any claims, demands, actions or judgments claims, losses and damages for which the Board of Education of Howard County, its Board members, officers, employees, or agents may become liable as a result of the action of CSU its agents, employees, or students in connection with this performance of this MOU or by any breach or default in the performance of the obligations of CSU hereunder.

b) In accordance with and consistent with Sections 4-105 and 4-106 of the Education Article, Annotated Code of Maryland, the Board of Education of Howard County agrees to indemnify, protect, and save harmless CSU, its agents, officers, and employees from any claims, demands, actions or judgments for which CSU may become liable as a result of the action of HCPSS, its agents, or employees, in connection with this MOU or by any breach or default in the performance of the obligations of HCPSS hereunder.


13. **ASSIGNMENT**

This MOU may not be assigned, modified or altered in whole or in part, without the prior written consent of both parties.

14. **ENTIRE UNDERSTANDING**

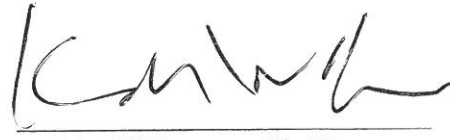
This MOU constitutes the entire understanding between the parties hereto, shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of law's provisions which would serve to defeat application of Maryland substantive law), and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

THE FOREGOING BEING ACCEPTABLE TO BOTH PARTIES.



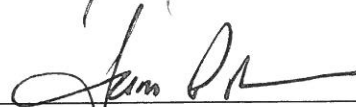
Renee A. Foose, Ed. D
Superintendent
Howard County Public School System

Date: 1/17/17



Keith Williamson, Ph. D.
Provost and Vice President for
Academic Affairs
Coppin State University

Date: 1/6/2017



James Taltona, Ph. D.
Dean, College of Arts and Sciences and
Education
Coppin State University

Date: 1/3/17

**Professional Development School (PDS) Agreement
McDaniel College and Howard County Public School System (HCPSS)**

A Professional Development School is a collaboratively planned and implemented partnership for the academic and clinical preparation of teacher candidates and the continuous professional development of both the school system and the institution of higher education (IHE) faculty. The focus of the PDS partnership is improved student performance through research-based teaching and learning

Professional Development Schools are ever emerging entities. The developmental nature of a PDS allows the professional relationship to meet the unique needs of the partners. To that end, this agreement between McDaniel College and HCPSS will serve to guide the partnership.

HCPSS and the faculty and administrators of the McDaniel College Education Department will develop a mutually supportive relationship leading to increased opportunities for learning for HCPSS students and for the professional development of McDaniel College teacher candidates, school staff and McDaniel College staff.

McDaniel College Education Department Agrees to:

- provide a tuition-free three credit graduate course (EDU 514) Supervision of the McDaniel College Teacher Candidate
 - serve on school improvement teams and other coordinating/advisory groups, as needed
 - utilize the expertise of the McDaniel College faculty and staff to explore ways to contribute to improving teaching and learning in HCPSS
 - assign a PDS liaison to work with the PDS site coordinator, mentor teachers and teacher candidates
 - assign a College Supervisor to work with teacher candidates and mentors to ensure the maximum learning for the candidate, mentor and PK-12 students
 - validate that each teacher candidate has a satisfactory state and FBI criminal background check (T4T students are fingerprinted and have background checks prior to attending McDaniel College)
 - work with school administrators to finalize placements for all students
-

HCPSS Agrees to:

- Recommend mentor teachers to work with teacher candidates based on the following criteria:
 - demonstrated instructional proficiency resulting in improved student achievement
 - tenured and certified in the area in which they are supervising the teacher candidate - "Highly Qualified Teachers"
 - recognized for professionalism and proficiency in classroom management
 - strong desire to mentor teacher candidates
 - willing to collaboratively plan and teach with teacher candidates
- collaborate with the McDaniel College PDS liaison on behalf of the teacher candidates
- designate a PDS site coordinator to work with the McDaniel College PDS liaison and HCPSS administrators to secure appropriate placements for teacher candidates
- participate in a collaborative evaluation of the effectiveness of the PDS through the strategic planning process

AUTHORIZATION

On behalf of the organization I represent, I wish to sign this MOU and support the partnership:



Superintendent, Howard County Public Schools

Date: 9/6/17



McDaniel College Representative

Date: 11/7/17

8/4/14

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
AND
HOWARD COUNTY PUBLIC SCHOOL SYSTEM

This Memorandum of Understanding ("MOU") is made and entered into this 26th day of October, 2017 by and between the University of Maryland University College ("UMUC") and Howard County Public School System ("HCPSS").

RECITALS

WHEREAS, UMUC is an accredited public institution of higher education offering undergraduate and graduate degrees and certificates, including an MSDE-approved and NCATE-accredited Master of Arts in Teaching degree program ("MAT Program");

WHEREAS, graduate students enrolled in the MAT Program are required to engage in field and clinical experiences that include completion of a minimum of 80 in-school day student teaching internship as well as pre-internship classroom observations;

WHEREAS, Howard County Public School System is a Maryland public school district operated by the Board of Education of Howard County;

WHEREAS, the MAT Program student(s) and UMUC have identified school(s) within Howard County Public School System as suitable for the students' required internship;

WHEREAS, HCPSS and UMUC agree that providing the opportunity for UMUC students (also referred to as interns) to practice teaching and to have field experience is beneficial to both parties and to the student(s);

THE PARTIES AGREE AS FOLLOWS:

A. TERM, RENEWAL, AND TERMINATION

1. This MOU shall remain in full force and effect for two (2) years from the date of execution by both parties and shall automatically renew for two (2) one year terms unless otherwise terminated as herein provided. This MOU may only be modified in writing upon the mutual consent and signature of both parties' representatives. Either party may terminate this MOU, in whole or in part, at any time upon thirty (30) days prior written notice to the other party; however, except as provided herein, such termination will not affect the interns who may be participating in a field placement from completing the placement under the terms of this MOU.

2. The parties agree that HCPSS may terminate this MOU or the individual UMUC student, at its option, immediately if:

- a. A student fails to follow HCPSS' rules and regulations or ceases to meet placement requirements as set forth herein;
- b. A student breaches confidentiality as described in HCPSS policies; or
- c. HCPSS, through no fault of the parties or the student, is unable to continue its participation in the MAT program internship in which case, the parties agree that the student will be permitted to continue in the internship placement until the end of the semester or term.

3. The Parties agree that UMUC may terminate this MOU immediately if:

- a. A student withdraws or otherwise ceases his/her enrollment with UMUC; or
- b. UMUC determines that the internship is not being carried out in accordance with this MOU.

4. This MOU also will terminate upon the earlier of:

- a. The end of the Term described herein; or
- b. By mutual agreement by the parties.

B. MUTUAL RESPONSIBILITIES

1. The daily/hourly schedule of the student(s) teaching internship or classroom observation shall be established by HCPSS at its discretion in consultation with UMUC.
2. The parties agree that each shall comply with all federal and state antidiscrimination laws and regulations.

C. UMUC RESPONSIBILITIES

UMUC shall:

1. Follow HCPSS procedures on obtaining a state and federal criminal background check once interns have been approved for placement, per HCPSS guidelines. HCPSS reserves the right to reject, in its sole discretion, any student proposed for placement based on the student's criminal history records check and in accordance with Maryland law.
2. Ensure that all students and UMUC staff who have on-site responsibilities and are in compliance with Section 11-722 of the *Criminal Procedures Article*, Annotated Code of Maryland, which prohibits a registered sex offender from entering onto school

property and prohibits those entering into a contract with a public school system from employing such an individual to work at a school.

3. Ensure that all students and UMUC staff who have on-site responsibilities and meet the requirements of Section 6-113 of the *Education Article*, Annotated Code of Maryland, which prohibits assigning individuals to work on school premises with direct, unsupervised, and uncontrolled access to children if that individual has been convicted of or plead guilty or *nolo contendere* to a crime covered by that statute, including child sexual abuse and other specific sexual offenses and crimes of violence.
4. Ensure that interns meet the requirements of Section 7-406 of the *Education Article*, Annotated Code of Maryland, and are free of communicable tuberculosis.
5. Ensure the student's placement request is submitted online through the HCPSS PDS Application System at <https://hcpss2.securesites.net/PDSP/index.jsp>
6. Enter into Mentor Teacher Agreements for internships, an example of which is attached, with individual HCPSS teachers.
7. Remain responsible for providing student's instruction required by the MAT Program.
5. Determine the required number of hours/days of field experience and/or student teaching internship for the student in HCPSS.
6. Provide internship orientation to student [*and provide with the UMUC MAT Internship Handbook attached hereto for information purposes only.*]
7. Provide virtual internship orientation and training to HCPSS mentor teacher [*and provide with the UMUC MAT Internship Handbook attached hereto for information purposes only.*]
8. Ensure that student has completed the necessary MAT coursework and other prerequisites prior to the commencement of the internship or field experience with HCPSS.
9. Acknowledges that, as an intern, student shall be subject to the policies and procedures applicable to HCPSS employees, including, but not limited to, Federal and State law governing the confidentiality of HCPSS student records. UMUC shall not interfere in the relationship between HCPSS and student.

D. HCPSS RESPONSIBILITIES

HCPSS shall:

1. Provide students such experience and observational opportunities of educational value.
2. Make its best efforts to provide adequate classroom and conference room space.
3. Permit students the use of its parking facilities, technological equipment, duplicating equipment, and supplies, as necessary.
4. Notify UMUC immediately if any personnel or performance issues arise that could affect a student's ability to remain in or complete the internship.
5. Acknowledges that Intern is enrolled as a student with UMUC and shall be subject to the policies and procedures applicable to all UMUC students. HCPSS shall not interfere in or attempt to enforce the relationship between UMUC and Intern.
6. Acknowledges and understands that disclosure of information about Intern is limited by the federal Family Educational Rights and Privacy Act (FERPA), Maryland law, and UMUC policies and procedures. The release of confidential information contained in student's educational record is conditioned upon the submission of a signed writing authorizing UMUC to release the student's educational records. Student will submit this authorization prior to the first day of student's internship.
7. Review all plans for observation and/or HCPSS intern experience at HCPSS, which shall be subject to the approval of HCPSS, and such approval shall not be unreasonably withheld.

E. INSURANCE AND WORKERS' COMPENSATION

In accordance with Maryland Code Annotated, Education Article § 6-107(d), interns are considered agents of the county board for the limited purposes of comprehensive liability insurance and workers' compensation coverage under the Maryland Workers' Compensation Act. In accordance with Labor and Employment Article § 9-228(b)(1), interns are covered employees.

F. INDEMNIFICATION

1. UMUC will indemnify and hold harmless the Board of Education of Howard County, its members, officers, employees, and agents (Board personnel), for claims, losses, and damages against Board personnel as a result of the action(s) or omission(s) of UMUC, its employees, interns, or agents, in performance of its obligations under this MOU, provided that UMUC's liability shall not be greater than if the claim had been asserted against UMUC pursuant to the Maryland Tort Claims Act, State Government Article, Annotated Code of Maryland.

2. The Board of Education of Howard County will indemnify and hold harmless UMUC, its employees or agents (UMUC personnel), for claims, losses, and damages

against UMUC as a result of the action(s) or omission(s) of Board personnel, in the performance of their obligations under this MOU, provided that the liability of Board personnel shall be consistent with, limited by, and not greater than that set in Section 4-105 of the Education Article and Section 5-518 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

G. GENERAL PROVISIONS

1. Nothing in this Agreement is intended to constitute a partnership, joint venture, distributorship, or agency between the parties.
2. Nothing in this Agreement is intended to create rights in or benefit any person or entity other than the parties. Nothing in this Agreement is intended to create an agreement between UMUC and student or between HCPSS and student.
3. HCPSS shall in no way be considered the employer of UMUC student(s) nor shall it be responsible to pay any funds to UMUC or its student(s).
4. Except as specifically authorized in this MOU, neither party shall use (a) the name or marks of the other, (b) the name or likeness of student or (c) the name or likeness of an employee or officer of the other in connection with any product, service, promotion, news release, or other publicity without the prior written consent of the other party and of the individual whose name or likeness may be under consideration.
5. Any notice required between the parties under this MOU must be in writing; delivered in person, by United States mail, facsimile, or commercial courier; and addressed as follows:

If to HCPSS:

Juliann Dibble
Director
Teacher and Paraprofessional Development
Howard County Public Schools
10910 Clarksville Pike
Ellicott City, MD 21042
PH: 410-3113-7337
Fax: 310-313-6795
Email: juliann_dibble@hcpss.org

If to UMUC:

Kristin Kubik
UMUC Graduate School
3501 University Blvd. East
Adelphi, MD 20783
PH: 240-684-2400
FAX: 240-684-2520
Email: kristin.kubik@umuc.edu

Either party may change the notice address set forth in this Agreement by providing written notice to the other party.

6. Neither party shall assign this MOU or its interest herein or its rights or obligations hereunder without the prior written consent of the other.

7. This MOU integrates the complete agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings with respect to the matters set forth herein.

8. This MOU may be amended only by a writing signed by authorized representatives of both parties.

9. The headings and numbering of this MOU are included solely for convenience and do not control the meaning or interpretation of the substance of this MOU.


10. If any portion of this MOU is held by a court of competent jurisdiction to be void, invalid, or incompatible with any applicable law, statute, ordinance or regulation, then the parties deem that portion to be omitted from this MOU without affecting the force or validity of the remainder of this MOU.

11. The laws of Maryland govern interpretation and enforcement of this MOU, without regard to any conflict of laws principles, and may be enforced only in the courts of the State of Maryland.

The parties, by their authorized representatives, sign below.



HOWARD COUNTY
PUBLIC SCHOOL SYSTEM



UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

Name: Michael J. Martirano, Ed.D
Title: Interim Superintendent
Howard County Public Schools

Name: ~~Marie-Gini, Ph.D.~~ Blakely R. Pomietto, MPH
Title: Provost and Senior Vice President
for Academic Affairs
Acting

MEMORANDUM OF UNDERSTANDING
Professional Development School Partnership
between

The University of Maryland and the Board of Education of Howard County

The mission of the Professional Development School Partnership is to employ the collaborative resources of Pre-K-12 and higher education to:

- Create a collaborative culture and governance structure to guide the placement of and support for University of Maryland (UMD) pre-service teacher candidates in field placement/internship assignments in the Howard County Public School System (HCPSS), also referred to herein as the Local School System (LSS).
- Provide enhanced clinical practice experiences for UMD candidates through the integration of theory and practice in a clinically based teacher education program.
- Promote collaborative practices that support the inquiry into and refinement of effective practices in teaching and learning by UMD candidates, UMD faculty and professional staff, and LSS teachers and administrators.
- Contribute to the professional development of instructional staff at collaborating PDS sites.
- Support efforts to enhance student achievement.
- Disseminate research-supported practices and structures to the education community.

A Professional Development School (PDS), as defined in the Maryland State Department of Education (MSDE) Standards, is a collaboratively planned and implemented partnership for the academic and clinical preparation of pre-service teacher candidates and continuous professional development for professional personnel from both the partnering school and the institution of higher education. The foci of the PDS partnerships are: excellence in pre-service teacher preparation, relevant and timely professional development, meaningful assessment of and inquiry into practice, and improved student performance through research-based teaching and learning.¹

Towards those ends, UMD and LSS, collectively “parties” or “partners,” enter into this Memorandum of Understanding (MOU) and agree on the following:

I. HIGH QUALITY CANDIDATE PLACEMENTS IN DIVERSE SETTINGS

LSS agrees to provide field experiences and internship placements to UMD pre-service candidates at PDS sites commensurate with its ability to maintain and support consistently high professional standards of practice. Partners also agree to establish a strong professional community in accordance with MSDE PDS Standards.

¹ Professional Development Schools: An Implementation Manual, Maryland State Department of Education, Revised Edition Spring 2003

Both parties to this MOU recognize the value of placements that, based on Maryland State Department of Education (MSDE) guidelines, prepare professional educators to teach a diverse student population (ethnicity, socio-economic status, English language learners, giftedness, and inclusion of students with special needs in regular classrooms). Both parties to this MOU will endeavor to assure that all placements are made in settings that are diverse and sensitive to the needs of all learners.

Mentors will be tenured, experienced teachers with proper certification in the teaching field; prospective mentors must be recommended by their school system principal/supervisor. New mentors are expected to participate in a mentor-training program as agreed upon by UMD and the LSS PDS representative.

The number and type of supervised placements in LSS will be mutually agreed upon by the UMD PDS Coordinator for Partnerships and Programs and the LSS PDS representative. Specific intern-mentor placements in PDS sites are determined collaboratively by the UMD PDS Coordinator and the principal and site liaison at each school in accordance with school system procedures.

HCPSS may temporarily suspend and/or ask UMD to withdraw any pre-service teacher candidate from a school site/placement if that individual's conduct, work, or health status interferes with the school or school system's ability to implement its educational program. HCPSS shall notify UMD of such temporary suspension as soon as possible, but no later than 48 hours after such suspension. Wherever possible, such suspension or withdrawal shall be planned cooperatively by HCPSS and UMD.

II. GOVERNANCE

All PDS implementation and activities, whether at the UMD level or the local PDS site level, will be in accord with governance guidelines in the current MSDE PDS Standards/Guidelines.

Partnership activities at PDS sites will be governed by a Steering Committee/Advisory Body with representatives from both UMD and LSS.

LSS will have a representative(s) on the UMD PDS County Representatives' Committee (PDSCRC). The PDSCRC will provide overall direction and coherence to the functioning of the UMD PDS Partnerships and Programs. PDSCRC members also will be members of the College of Education Educator Preparation Committee (EPC) with voting privileges for their school system. Procedures and policies regarding UMD and LSS partnerships will be reviewed through the PDS County Representatives' Committee.

III. INQUIRY AND RESEARCH

In alignment with MSDE PDS Standards/Guidelines, both parties to this MOU support pre-service teacher candidates, mentor teachers, and UMD faculty and professional staff engagement in inquiry and research projects, and performance-based assessments, to include edTPA, aimed at improving professional performance and enhancing student achievement. In accord with Section 6-107 of the *Education Article*, Annotated Code of Maryland, regarding the authority of student teachers/interns, interns have the same authority as and follow the same procedures that are in place for certificated employees. Both parties support UMD pre-service candidates in meeting UMD requirements for courses, performance assessment, and accreditation tasks, in the design and implementation of program-required inquiry and research projects, and in their use of student work, consistent with Federal, State, and local laws and regulations, as evidence of pre-service teacher candidate performance. Collaborative Institutional Training Initiative (CITI) Human Subjects Training is mandatory for all pre-service teacher candidates who will be participating in a field experience or internship in a Maryland public school.

IV. PDS RESOURCE SUPPORT

Both parties agree to provide reasonable financial, human, and other resources to support the PDS partnership in accord with MSDE PDS Standards.

Professional development is fundamental to the growth and success of the PDS and is centered in supporting student learning and in the professional revitalization of experienced teachers. Both parties agree to collaborate in the identification of professional development needs at PDS sites and in the design and implementation of relevant professional development activities to meet those needs within the resource and policy constraints of each party.

V. REPORTING AND EVALUATION

Specific procedures for reporting and evaluating the supervised performance of UMD pre-service teacher candidates shall be determined by UMD in cooperation with LSS. This shall not preclude LSS from administering its own procedures for evaluating and reporting these experiences. UMD and LSS agree to an annual review of mentors, PDS Site Liaisons and UM supervisors, in accord with standards for program accreditation. Both parties agree to collaborate in the preparation and submission of appropriate reports to MSDE and other governmental, accreditation, or professional bodies to meet reporting and accreditation requirements.

VI. PROFESSIONAL AND ETHICAL COMPETENCIES/STANDARDS

Both parties to this MOU have a right and obligation to insist on standards of professional and ethical decorum on the part of all school system personnel, UMD pre-service teacher candidates, and participating faculty that are consonant with prevailing standards in the school/university community. UMD pre-service teacher candidates are bound by the UMD professional dispositions assessment.

VII. TERMS OF AGREEMENT

1. UMD pre-service teacher candidates will:
 - a. participate in school system mandated trainings, and
 - b. abide by school system policies.
2. UMD pre-service teacher candidates and UMD personnel, who have on-site responsibilities, will:
 - a. Be in compliance with Section 11-722 of the *Criminal Procedures Article*, Annotated Code of Maryland, which prohibits a registered sex offender from entering onto school property and prohibits those entering into a contract with a public school system from employing such an individual to work at a school;
 - b. Meet the requirements of Section 6-113 of the *Education Article*, Annotated Code of Maryland, which prohibits assigning individuals to work on school premises with direct, unsupervised, and uncontrolled access to children if that individual has been convicted of or plead guilty or *nolo contendere* to a crime covered by that statute, including child sexual abuse and other specific sexual offenses and crimes of violence;
 - c. Have undergone a criminal background check, including fingerprinting, that complies with Section 5-561 of the *Family Law Article*, Annotated Code of Maryland, and that these individuals do not have a record that would prohibit HCPSS from hiring or retaining a similarly situated person under Section 6-113 of the *Education Article*, Annotated Code of Maryland; and
 - d. Meet the requirements of Section 7-406 of the *Education Article*, Annotated Code of Maryland, and are free of communicable tuberculosis.
3. UMD pre-service teacher candidates may not be used to cover classes or as substitute teachers, even in emergency situations, unless the candidate is hired under a “paid paraprofessional” or “paid internship/paid long-term substitute” partnership agreement between UMD and LSS.
4. This MOU shall continue for three (3) years from the date of signing. The MOU may be amended upon the mutual written agreement signed by both parties’ authorized representatives. This MOU may be terminated prior to its expiration date upon the occurrence of any of the following events:

- a. By mutual agreement of the parties;
- b. By either party upon the other party's breach of any of the conditions of this MOU, and the breaching party's failure to remedy such default to the satisfaction of the other party within seven (7) days from the time that notice of the default is given;
- c. By either party no less than 60 days after providing the other party with written notice of the intent to terminate.

If the MOU is terminated, UMD candidates enrolled in a course or field experience/internship at the time of termination shall be permitted to complete the course or field experience under the conditions set forth in this MOU and so long as they meet the requirements set forth in this MOU.

VIII. INDEMNIFICATION

UMD will indemnify and hold harmless the Board of Education of Howard County, its members, officers, employees, and agents, for claims, losses, and damages against it as a result of the action(s) or omission(s) of the UMD, its employees or agents, in performance of its obligations under this MOU, provided that UMD's liability shall not be greater than if the claim had been asserted against UMD pursuant to the Maryland Tort Claims Act, State Government Article, Annotated Code of Maryland.

The Board of Education of Howard County will indemnify and hold harmless UMD, its employees or agents, for claims, losses, and damages against it as a result of the action(s) or omission(s) of its members, officers, employees, and agents, in the performance of its obligations under this MOU, provided that its liability shall be consistent with, limited by, and not greater than that set in Section 4-105 of the Education Article and Section 5-518 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

IX. NONDISCRIMINATION

Neither party shall discriminate in the choice of schools, supervising personnel, or students on the basis of race, religion, age, marital status, disability, gender, sexual orientation, or national origin.

