

MEMORANDUM OF UNDERSTANDING (MOU)
Between
THE JOHNS HOPKINS UNIVERSITY,
MORGAN STATE UNIVERSITY,
AND
THE BALTIMORE CITY PUBLIC SCHOOL SYSTEM
REGARDING
THE BALTIMORE EDUCATION RESEARCH CONSORTIUM

I. Preamble

The intent of this Memorandum of Understanding (MOU) is to outline the standing of the Baltimore Education Research Consortium (BERC) as a partnership whose principal members include Baltimore City Public Schools (City Schools), The Johns Hopkins University (JHU), and Morgan State University (MSU). All parties understand that BERC is intended to include other institutions of learning located in and around the Baltimore metropolitan area including but not limited to Coppin State, University of Baltimore, University of Maryland at Baltimore County, Towson University, Loyola University, and University of Maryland at College Park. In both assembling teams for BERC research projects, and assembling advisory boards and community engagement partners, BERC will actively seek to include other institutions that have an interest in the welfare of Baltimore children and students such as the Fund for Educational Excellence, the Family League of Baltimore City, and other partners.

For the purposes of the present MOU, BERC's mission may be construed as a charge to conduct and disseminate long- and short-term strategic data analysis and research for the benefit of the children and families of Baltimore City.

BERC is designed to be a constructive part of the efforts and public conversation surrounding the education of children in the public schools of Baltimore City. The vision is to bring the time, efforts, and expertise of BERC participants to bear on questions of critical importance to the welfare of children in Baltimore. School system leaders, the BERC Executive Committee, BERC's core partners, and other stakeholders will then be well positioned to use the findings of BERC research projects to move conversations forward, design strategic and practical responses to challenges that may be highlighted by the research, advocate for resources, and capitalize upon promising practices or levers for positive change identified by the research.

The intent of this MOU, which is to have five (5) year duration only, is to describe the governing structure of BERC, the membership and responsibilities of the Executive Committee, and some details of data

access, confidentiality protection, and publication procedures. In the event an extension is required the extended period of performance will be determined by the technical representatives of the parties.

II Executive Committee and Organization Plan

A. Membership

BERC's activities are overseen by an Executive Committee comprising nine members, plus a standing invitation to a non-voting representative of BERC's current funders. The Executive Committee serves in both an authority and advisory role, with its domain of primary decision-making responsibilities as well as areas of advice or consultation outlined in the Executive Committee Charter (attached).

Three of the Executive Committee's members represent the City Schools. These are to be the Chief Executive Officer (CEO), the Chief Academic Officer (CAO), and the Chief Achievement and Accountability Officer (the CAAO), or their designees.

Three members of the Executive Committee represent BERC's college and university partners (hereafter "university partners"). The three members will be chosen by the current university partners. At least one of these positions will represent one of the historically Black institutions of higher learning in the Baltimore metropolitan area. The three will be charged with overseeing the research agenda of BERC.

Three members of the Executive Committee will represent civic or community partners. Civic or community partners will typically come from city or state government agencies (other than City Schools), non-profit and/or grassroots advocacy groups, or the business community.

B. Executive Committee Charter

The Executive Committee must conduct its work guided by a Charter which its members have formally adopted by unanimous vote. Among the issues to be fully addressed by this charter are meeting schedules, group norms, decision-making procedures, election procedures, the process by which BERC's broad research themes and specific analytic projects are selected, the process by which technical review of research is conducted, confidentiality and privacy procedures guiding use of data, compliance with the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA), securing oversight by an Institutional Review Board (IRB) through the institutions of the partner members and through Baltimore City Schools. See the Executive Committee Charter herein as Appendix "A" dated May 1, 2013.

C. Domain of Decision-Making

BERC's Executive Committee will have one primary area of decision-making responsibility and authority. The selection of the broad research themes and long-term research projects BERC is pursuing for a period to be determined by the Executive Committee.¹ As of 2012-13, BERC is pursuing five broad research themes: Ecologies of Learning, Attendance, Out of School Time, Career and College Ready, and Adults As Learners. These themes and specific projects within them will guide BERC's work on long-term research projects until the Executive Committee expands or alters the agenda through a formal vote (pursuant to all other caveats or conditions contained within this MOU).

In the case that City Schools has a change of CEO leadership the following applies:

Should the City Schools change chief executive officers during the period covering a particular research agenda, at the close of the academic year in which the appointment is made, the CEO will have the explicit right to review and amend the existing research agenda. The CEO will also have the right to end City Schools' partnership with BERC, at which point all financial obligations between the parties involved in BERC would cease. To provide an example, if a new CEO were to be appointed effective 1 July, he or she would have the prerogative to review and amend the established research agenda. If a new CEO were to be appointed effective 1 January, the current research agenda would continue until 30 June of that year, at which time the CEO may exercise his/her right to review and amend the research agenda. Whenever possible, the BERC research agenda will be let intact, especially as BERC will ideally have a focus on questions that require longitudinal

¹ BERC's activities and products fall in three domains: (1) core analytic projects, (2) rapid response services, and (3) outreach/dissemination activities. Core analytic projects are defined as projects lasting 6 months or more in duration, falling under the broad research themes determined by the Executive Committee, intended for a broad, public audience, and requiring significant research capacity or time investments beyond the scope or mandate of that existing at the Baltimore City Public School System (City Schools) or other key partner organizations. Rapid response projects are defined as requests from City Schools leaders, the Board of School Commissioners, local foundations, or other non-profit civic and advocacy groups to prepare data summaries, conduct simple statistical analysis, conduct literature reviews or "stock-taking" of educational practices, or offer consulting on evaluation plans or research designs. Outreach/dissemination activities are defined as presenting spoken or written results to various audiences, contributing to public conversations through providing information to the media or other community groups on BERC and its work, and contributing to local and national policy and research conversations.

analysis.

III. Period of Performance

This agreement shall be extended through June 30, 2018 and may be extended by prior written agreement of the Prime Supporters, JHU and BCPSS.

IV. Financial Arrangements

BERC's supporters, presently or in the past, have included the following organizations: The Abell Foundation, Open Society Institute - Baltimore, The Jacob and Hilda Blaustein Foundation, The Harry and Jeanette Weinberg Foundation, The Aaron and Lillie Straus Foundation, The Wright Family Foundation, and The Annie E. Casey Foundation. At present, JHU is the grantee for each of the awards made for BERC's work. In moving forward, both JHU and MSU may serve as grantees. An appropriate Principal Investigator, Research co-Directors, or other selected from among the faculty or senior-level research staff at the universities, and an individual committed to BERC's mission) will be identified for any proposals or awards supporting BERC's work.

JHU will issue a subaward for City Schools to provide the financial support for half-time of a research specialist/program evaluator/analyst, to support BERC and City Schools work in the Office of Achievement and Accountability. The BERC Executive Director shall have the opportunity to work with the Chief Accountability Officer (i.e., head of OAA) and other City Schools administrators in all of the following: (1) any revisions to the job description for the BERC-supported OAA employee, (2) recruitment and interviewing of applicants, (3) hiring decisions and (4) keeping the Chief Accountability Officer (i.e., head of OAA) informed about the level and quality of services provided.

Subject to any and all applicable laws and regulations the City Schools will provide:

- BERC will continue to receive annual files similar to those currently provided and at the same points in time. These include but are not limited to files provided to the state for accountability purposes, course history files, and climate survey data.
- In addition, BERC may request specialized data files to support long-term research projects approved by the Executive Committee, or rapid response requests from City Schools or other external parties as approved by City Schools staff.

Deadlines and timelines for data files and analysis tasks will be determined by the BERC Executive Director and Chief Accountability Officer

V. Publication

The Executive Director of BERC shall furnish a draft copy of any proposed publication to the School Board's Chief Executive Officer, Chief Academic Officer, and Accountability Officer thirty (30) days prior to the publication date. The recipient may request BERC to delay publishing such proposed publication for a maximum of an additional thirty (30) days before issuance of any BERC publication. For any publication planned and issued under the imprimatur of BERC, a member of the City Schools staff could be offered the opportunity to be included as one of the co-authors. In general, this collaboration and shared authorship should be arranged at the time a project is defined. However, we hold open the possibility that a City Schools (or other) co-authors would be added to a project and publication during the process of project completion, as recognition of a high degree of contribution to the project's completion. The determination of which the City Schools staff persons might share authorship will vary depending on the area expertise most appropriate to the project. Any changes to the publication clause are unacceptable to the University as indicated in prior communications with BCPSS.

A second type of official report under the BERC imprimatur will be developed and released for internal use by City Schools of a project funder. These will not be published on the BERC Web Site or distributed by BERC. For example, the Harry and Jeanette Weinberg Foundation has provided financial support to BERC to evaluate the Library Project and provide interim feedback for formative process improvement. In cases such as these, the Executive Director shall furnish a draft copy of any memos or reports written for program funders to the School Board's Chief Executive Officer, Chief Academic Officer, and Accountability Officer 14 days prior to releasing to the funder. These memos or reports shall be labeled "Embargoed -- Draft - For internal use only" on each page.

VI. Confidential Data

The parties agree to maintain the confidentiality all student records in compliance with federal and state laws. All parties acknowledge and agree that but for the delivery of data from the City Schools to BERC and from other Johns Hopkins entities also working on City School behalf to BERC, BERC and the members which represent BERC would not have access to such confidential data.

Therefore, data shall only be used after a statement of work outlining the key research questions, connection to research agenda, deliverables, and timeline has been agreed upon and signed by the City Schools sponsor or program manger, the Chief Accountability Officer, the BERC Executive Director, and the principal investigator or analyst.

Upon the conclusion of this MOU or any succeeding MOU with regard to BEREC, all parties with City Schools data shall deliver to the City Schools, upon the school district's request, all of the data obtained (including all documents, technology, software, and all copies thereof) in whatever medium that contains the data provided as a result of the BEREC MOU. The provisions in this paragraph shall extend beyond the term of this MOU.

At the conclusion of this MOU or any succeeding MOU the ending of the MOU shall not relieve any party of the obligations of keeping the City Schools data confidential and the nonuse set forth herein respecting confidential data all parties agree that the failure to maintain the confidentiality of the disclosed data may be detrimental to the City Schools and that the City Schools may take whatever actions it deems necessary to protect such confidential data. The rights and obligations of the parties shall survive any such return of the confidential data. The provisions in this paragraph shall extend beyond the term of this MOU.

VII. Publicity and Use of Name

No party shall use the name of the other, or the name of the Executive Director or Research Co-Directors and in connection with any products, promotion, or advertising without the prior written permission of the other party. All requests for JHU "approval shall be forwarded to the following:

Marge Trefill, Assistant Director
Research Projects Administration
Johns Hopkins University
W400 Wyman Park Center
3400 N. Charles Street
Baltimore, MD 21218
Telephone: 410-516-4093 Email: mtrefill@ihj.edu

VIII. Notices

Any notices given under this agreement shall be in writing and delivered by certified return receipt and addressed to the parties as follows:

Johns Hopkins University

Technical Representative:

Stephen Plank, Ph.D.
Associate Professor, Department of Sociology
Krieger School of Arts and Sciences
Research Co-Director,

Baltimore Education Research Consortium Johns Hopkins University
Phones: 410.516.7633 and 410.516.8847 Email: splank@ihj.edu

Baltimore City Public Schools

Technical Representative:

Jennifer Bell-Ellwanger
Chief Accountability Officer
Baltimore City Public School System Room 201-3
200 East North Avenue
Baltimore, Maryland 21202
Email: JKBellEllwanger@bcps.k12.md.us Phone: 410-736-0341

Contractual Representative:

Marge Trefill, Assistant Director
Research Projects Administration
Johns Hopkins University
W400 Wyman Park Center
3400 N. Charles Street
Baltimore, MD 21218
Telephone: 410-516-4093 Email: mtrefill@ihj.edu

Contractual Representative:

Jennifer Bell-Ellwanger
Chief Accountability Officer
Baltimore City Public School System Room 201-3
200 East North Avenue
Baltimore, Maryland 21202

[SIGNATURE PAGE TO FOLLOW]

This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHERE OF the parties have signed and sealed this Memorandum of Understanding as of

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS

Candice Bennett
Witness By:

T Edwards (Seal)

Tisha S. Edwards
Interim Chief Executive Officer

Date: 11/13/14

JOHNS HOPKINS UNIVERSITY

Margo Turfano
Witness By:

Cheryl-Lee Howard 7/19/13 (Seal)
By: Cheryl-Lee Howard
Assistant Provost

MORGAN STATE UNIVERSITY

Witness By :

Raymond Vollmer, Vice President
Office of Finance and Management (Seal)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY THIS 6th DAY OF
December, 2013

Shawn A. Matlock
Office of Legal Counsel
Shawn A. Matlock

APPROVAL OF THE
DIRECTOR OF MATERIALS
MANAGEMENT

[Signature]

This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHERE OF the parties have signed and sealed this Memorandum of Understanding as of

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS

Witness By:

(Seal)

Tisha S. Edwards
Interim Chief Executive Officer

Date: _____

JOHNS HOPKINS UNIVERSITY

Margie Turfio
Witness By:

Cheryl-Lee Howard 7/19/13 (Seal)
By: Cheryl-Lee Howard
Assistant Provost

MORGAN STATE UNIVERSITY

Anthony Beana
Witness By:

Raymond Vollmer (Seal)
Raymond Vollmer, Vice President
Office of Finance and Management

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY THIS ____ DAY OF
_____, 2013

Office of Legal Counsel