

MEMORANDUM OF AGREEMENT

Establishment of the Maryland Partnership for Children In Nature Program

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into this 19th day of January, 2012 by and between the **MARYLAND DEPARTMENT OF NATURAL RESOURCES** (DNR); the **MARYLAND STATE DEPARTMENT OF EDUCATION** (MSDE); the **MARYLAND DEPARTMENT OF AGRICULTURE** (MDA); the **MARYLAND ASSOCIATION FOR ENVIRONMENTAL AND OUTDOOR EDUCATION** (MAEOE); the **MARYLAND NO CHILD LEFT INSIDE COALITION** (MD NCLI); the **MARYLAND RECREATION AND PARKS ASSOCIATION** (MRPA); the **MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, MONTGOMERY COUNTY DEPARTMENT OF PARKS** (M-NCPPC-MC); the **MONTGOMERY COUNTY PUBLIC SCHOOLS** (MCPS); the **HOWARD COUNTY PUBLIC SCHOOL SYSTEM** (HCPSS); the **CHESAPEAKE BAY TRUST** (CBT), the **ALICE FERGUSON FOUNDATION** (AFF), **AUDUBON MARYLAND-DC** (Audubon), the **NATIONAL WILDLIFE FEDERATION** (NWF), the **NATIONAL AQUARIUM** (Aquarium), the **NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION** (NOAA), and the **U.S. FISH AND WILDLIFE SERVICE** (USFWS).

- Whereas** The Maryland Partnership for Children In Nature [the Partnership] was established by Governor Martin O’Malley through an Executive Order in 2008 to develop a vision and recommendations for connecting children and communities to nature;
- Whereas, and** The Partnership works to promote outdoor experiential activities and environmental education for Maryland’s youth and their families through a coalition of agencies and organizations focused on providing ongoing support for these efforts;
- Whereas, and** The Partnership developed a Plan to guide future actions to achieve the objectives of the Partnership and the Executive Order;
- Whereas, and** Recommendations in the Plan have been initiated or completed but much work from the Plan remains to be done;
- Whereas, and** The developers of the Plan recognize the need to formally establish a structure for the Partnership to sustain the momentum for achieving the goals of the Plan;
- Whereas, and** The signatories of this Agreement have committed to work together as a Partnership to sustain and advance these goals within and beyond their own organizations.
- Now Therefore,** in consideration of the recitals and the terms of this MOA, the receipt and sufficiency of which are hereby acknowledged, the parties agree to establishing the Maryland Partnership for Children in Nature *Program* as follows:

ARTICLE 1: PARTNERSHIP RESPONSIBILITIES

Using the adopted Plan as a guide, the Partnership will:

- 1.1 Develop an annual work plan that will continue the work underway and advance that work to new and greater levels of accomplishment to benefit Maryland's children and all citizens;
- 1.2 Implement the actions directed by the work plan;
- 1.3 Report annually on progress;
- 1.4 Update the Plan periodically to address community needs, changes in technology and approaches to engaging children and their parents, and address funding availability and needs.

ARTICLE 2: PARTNERSHIP STRUCTURE

- 2.1 **The Partnership:** Membership in the Partnership is open to all agencies and organizations that have the capacity to contribute to the goals stated in the Plan. Membership will be at the following levels of authority, responsibility, and contribution to accomplish the actions in the approved annual work plan. All members will have a role to play, and some, particularly the Agreement signatories, will have more responsibility as outlined here. Partnership members who are not Agreement signatories are also a valued, vital part of the Partnership. These members can proclaim their commitments to achieving the goals via signing on to a pledge to take an active role in participating in and contributing time and energy to the actions outlined. All members of the Partnership, at all levels, are accepting a contributing role, for the mutual benefit of the participating organization and the group as a whole. Primary authority for the Partnership rests with the Co-Chairs and Leadership Team.
- 2.2 **Co-chairs** of the Partnership are the Secretary of the Maryland Department of Natural Resources and State Superintendent of the Maryland State Department of Education, per the Governor's direction and in keeping with the successful relationship of these two agencies necessary to accomplish the Partnership's goals. Co-chairs answer to the Governor and oversee the Leadership Team.
- 2.3 **The Leadership Team** is comprised of the **signatories** to this Agreement. Signatories are those entities willing and able to make a significant commitment (committing their organizations) and to take responsibility for advancing the work of the Partnership, subject to the availability of funds. Members at the Leadership level should have suitable knowledge and experience to provide direction for the Partnership; should possess the authority to commit resources and direct their staff to implement the actions; and should be influential in order to move the work to a higher level as needed to gain support, to institute policy, or to garner ample resources for implementation.

Leadership/signatories should represent entities or interests that are fundamental to advising, guiding and achieving results toward the stated goals; are broad enough in scope to effectively serve the purpose of the Partnership; and hold regard for accountability to or are held accountable to the Governor. These include interests regarding **education** (formal educators of preK-12 and higher education, non-formal environmental educators), the **environment** (natural resources, outdoor amenities, agriculture), and **human** benefit (health, community, social equity).

- 2.4 The Steering Committee** mirrors the Leadership Team and is comprised of staff level representatives of and appointed or designated by the Agreement signatories. Members of the Steering Committee will meet regularly and often to set the necessary work plans and timelines; communicate with all levels of the Partnership; organize quarterly Partnership meetings; plan, guide and track progress on the initiatives. The Steering Committee will also bring to the Leadership Team issues or initiatives that need to be elevated for higher level decisions.
- 2.5 Lead Contacts (Leads)** on the various initiatives identified in the work plan are necessary to directing and managing the work, calling together appropriate partners to accomplish the work as a shared load, taking responsibility for achieving progress, and reporting progress on a regular basis. They will be in charge of identifying and engaging additional partners as part of the work groups to carry out planned tasks and to recommend additional actions or adjusted strategies as necessary. Leads will have the freedom to call in additional “advisory” participants from within or outside of the Partnership on a temporary basis as needed and determined by the work groups; and can / should designate tasks to willing members of the work groups. Leads are voluntary roles taken on by any of the Partnership members, not necessarily signatories, but must have committed to implementing the goals of the Partnership. Leads must be approved by and report to the Steering Committee.
- 2.6 Work Group Members** may include any of the above and/or anyone from among the rest of the Partnership who may not necessarily represent signatories of the Agreement. Participation is voluntary at the discretion of the individual members.

ARTICLE 3: PROGRAM OPERATIONS

3.1 The Leadership Team shall:

- 3.1.1** Meet twice annually;
- 3.1.2** Approve the annual work plan;
- 3.1.3** Make decisions that guide the work of the Partnership;
- 3.1.4** Appoint respective membership to the Steering Committee;
- 3.1.5** Provide representation for their organization at quarterly Partnership meetings, either in person or via a designee;
- 3.1.6** Represent the Partnership to the public and to the press after coordination with the co-chairs.
- 3.1.7** Follow Roberts Rules of Order.

3.2. The Steering Committee shall:

- 3.2.1** Meet monthly or as needed;
- 3.2.2** Develop the annual work plan, coordinating with Leads; present it to the Leadership Team for approval;
- 3.2.3** Facilitate implementation of the work plan and other initiatives;
- 3.2.4** Identify Lead Contacts (Leads) to accomplish the goals/ actions of the work plan, formally ask partners to serve as leads; set clear, manageable expectations for leading the work groups, reporting, etc.;
- 3.2.5** Provide communication between the Leadership Team and all parts of the full Partnership;
- 3.2.6** Organize quarterly Partnership meetings and set the agenda, with the approval of the Co-Chairs;
- 3.2.7** Assure that the full Partnership meetings include briefings to and from the Leadership Team, but also offer appropriate opportunity for effective interaction from among the Partnership, and at times with outside contributors;
- 3.2.8** Oversee work of work groups and leads of those groups;
- 3.2.9** Report to the Leadership Team.

3.3 Leads shall:

- 3.3.1** Organize and meet with work groups as needed to plan and accomplish assigned tasks;
- 3.3.2** Report progress regularly and as requested to the Steering Committee, ultimately to Leadership Team;
- 3.3.3** Raise any issues or items for decision to Steering Committee to carry to Leadership Team;
- 3.3.4** Attend quarterly Partnership meetings and present work group progress as requested;
- 3.3.5** May require attending occasional Steering Committee meetings.

3.4. Work Group Members shall:

- 3.4.1** Participate actively in accomplishing assigned work group tasks;
- 3.4.2** Meet as frequently as necessary to achieve work group tasks;
- 3.4.3** Report to the work group Lead;
- 3.4.4** May attend quarterly Partnership meetings as desired.

ARTICLE 4: STAFF SUPPORT

Maryland Department of Natural Resources and Maryland State Department of Education shall provide staff support for the purpose of coordination and administration of the Partnership.

ARTICLE 5: TERM OF AGREEMENT

The term of this agreement shall be five years and may be renewed by amendment with the consent of all of the signatory parties.

ARTICLE 6: RIGHTS OF SIGNATORIES

- 6.1** Nothing in this agreement shall limit or abrogate any right or rights of the signatory agencies or organizations.
- 6.2** Participation in this agreement by any signatory may be terminated by the party by providing three months written notice to the co-chairs.

IN WITNESS WHEREOF, the parties hereby set their hands and seals the day and year first above written.