



New York State Participating LEA Memorandum of Understanding

Signed Memoranda of Understanding and Preliminary Scope of Work Statements (Exhibit I) are due to the State Education Department by 5:00pm on Friday, May 28, 2010 to ensure inclusion in the State's Phase 2 Race to the Top Application

SUBMISSION INSTRUCTIONS

1. Print and review the Memorandum of Understanding (MOU) and preliminary Scope of Work (Exhibit 1).
2. Sign and date on page 4. The school district superintendent or the equivalent authorized signatory for the public charter school must sign. We strongly encourage presidents of boards of education/chairs of boards of trustees for public charter schools as well as presidents of local teachers unions (as applicable) to sign.
3. Sign and date the preliminary Scope of Work on page 7. The signature of the school district superintendent or the equivalent authorized signatory for the public charter school is required.
4. Scan the completed document and email it to RTTT@mail.nysed.gov, include in the subject line of the email "*Signed MOU*" **and** the *name of your school district/public charter school*. If you are unable to submit the document electronically, you may fax the signed MOU and preliminary Scope of Work to the State Education Department at any of the numbers below:

518-486-9070

518-473-6472

518-473-2056

518-486-2405

518-473-4909

AND

Send the paper copy with original signatures to:

Rebecca Kennard, Attention RTTT
Room 152 Education Building
New York State Education Department
89 Washington Avenue, Albany, N.Y. 12234

This process will allow for timely receipt of signed MOUs, while also ensuring that the State Education Department retains an official copy of the document.

PLEASE NOTE

The Department **will not approve** MOUs that contain any language insertions, addenda (including any conditions on participation and/or implementation), comments, strikeouts or deletions.

Who should the Department contact if there are questions about your submitted MOU?

PLEASE PRINT

Contact Person: _____

Phone Number: _____

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Area Code

Email Address: _____

New York State Participating LEA Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between _____ School District/Public Charter School (“Participating LEA”) and the State of New York (“State”) through the New York State Education Department. The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates the Participating LEA is agreeing to implement all elements of the State’s Proposed Reform Plan (“State Plan”).

As described below in “Section III: Assurances,” the Participating LEA hereby agrees to provide a Final Scope of Work (“LEA Plan,” which will be appended to this MOU as Exhibit II) no later than 90 days after a grant is awarded to the State. The LEA Plan will describe the Participating LEA’s specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan.

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State’s Race to the Top application, the Participating LEA subgrantee will:

- 1) Implement the LEA plan as identified in Exhibits I (Preliminary Scope of Work) and II (Final Scope of Work);
- 2) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education (“ED”);
- 3) Post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned developed using funds associated with the Race to the Top grant;
- 4) Participate, as requested, in any evaluations of this grant conducted by the State or ED;
- 5) Be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 6) Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting Participating LEAs in implementing their tasks and activities described in the State’s Race to the Top application, the State grantee will:

- 1) Work collaboratively with, and support the Participating LEA in carrying out the LEA Plan as identified in Exhibits I and II of this agreement;

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- 2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan identified in Exhibit II;
- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Identify sources of technical assistance for the project.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 3) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the State's Race to the Top grant application and is supportive of and committed to working on all portions of the State Plan;
- 3) Agrees to be a Participating LEA and will implement those portions of the State Plan indicated in Exhibit I, if the State application is funded,
- 4) Will provide a Final Scope of Work to be attached to this MOU as Exhibit II only if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe in Exhibit II the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Plan ") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan; and
- 5) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State 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, 85, 86, 97, 98 and 99).

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IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

V. DURATION/TERMINATION

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

VI. SIGNATURES

LEA Superintendent (or equivalent authorized signatory) - **required**:

	05/ /2010
Signature	Date
Print Name	Print Title

President of Local School Board (or equivalent, if applicable):

	05/ /2010
Signature	Date
Print Name	Print Title

Local Teachers Union Leader (if applicable):

	05/ /2010
Signature	Date
Print Name	Print Title

Authorized State Official - required:

By its signature below, the State hereby accepts the LEA as a Participating LEA.

	05/ /2010
Signature	Date
Print Name	Print Title

EXHIBIT I – PRELIMINARY SCOPE OF WORK

Consistent with any applicable State law(s) and regulation(s), LEA hereby agrees to participate in implementing the New York State Plan in each of the areas identified below.

ELEMENTS OF NEW YORK’S REFORM PLAN	PARTICIPATING LEAs COMMIT TO:
B. Standards and Assessments	
<p>(B)(3) Supporting the transition to enhanced standards and high-quality assessments</p>	<ul style="list-style-type: none"> • Implementing the enhanced standards and high-quality assessments as described in the State’s plan, including: <ul style="list-style-type: none"> ▪ collaborating with the State regarding adoption and implementation of the Common Core Standards as required by the State; ▪ participating in professional development regarding the Common Core Standards and State curriculum frameworks; and ▪ participating in any growth model developed and required by the State and approved by USED.
C. Data Systems to Support Instruction	
<p>(C)(3) Using data to improve instruction:</p> <hr style="border-top: 1px dotted #000;"/> <p style="padding-left: 20px;">(i) Use of local instructional improvement systems</p> <hr style="border-top: 1px dotted #000;"/> <p style="padding-left: 20px;">(ii) Professional development on use of data</p> <hr style="border-top: 1px dotted #000;"/> <p style="padding-left: 20px;">(iii) Availability and accessibility of data to researchers</p>	<ul style="list-style-type: none"> • Implementing the longitudinal data system developed by the State and described in the State’s plan, including: <ul style="list-style-type: none"> ▪ Collecting data as required by the State; ▪ Implementing or enhancing a local instructional improvement system and making data from such system available to researchers; and ▪ Providing professional development for teachers and administrators on using data to improve instruction.
D. Great Teachers and Leaders	
<p>(D)(2) Improving teacher and principal effectiveness based on performance:</p> <hr style="border-top: 1px dotted #000;"/> <p style="padding-left: 20px;">(i) Measure student growth</p> <hr style="border-top: 1px dotted #000;"/> <p style="padding-left: 20px;">(ii) Design and implement evaluation systems</p>	<p>Pursuant to State law:</p> <ul style="list-style-type: none"> • Implementing a comprehensive evaluation system for teachers and principals based on multiple measures of effectiveness, including student achievement measures, which would comprise 40% of teacher and principal evaluations and ratings in accordance with the following minimum requirements:

D. Great Teachers and Leaders cont'd

<p>(iii) Conduct annual evaluations</p> <p>(iv)(a) Use evaluations to inform professional development</p>	<ul style="list-style-type: none"> ○ 2011-2012: 20 percent student growth on state assessments or comparable measures <i>for teachers in the common branch subjects or ELA and Math in grades four to eight only</i>, and 20 percent other locally selected measures that are rigorous and comparable across classrooms; ○ Subsequent years before Regents approval of a value-added growth model: 20 percent student growth on state assessments or comparable measures <i>for all teachers</i>, and 20 percent other locally selected measures that are rigorous and comparable across classrooms; ○ Subsequent years following Regents approval of a value-added growth model: 25 percent student growth on state assessments or comparable measures, and 15 percent other locally selected measures that are rigorous and comparable across classrooms. ○ The remaining 60 percent of the evaluations and ratings would be based on locally developed measures (<i>e.g.</i>, classroom observations by trained evaluators), according to standards prescribed by the Commissioner.
<p>(iv)(b) Use evaluations to inform compensation, promotion, and retention</p>	
<p>(iv)(c) Use evaluations to inform tenure and/or full certification</p>	
<p>(iv)(d) Use evaluations to inform removal</p>	
<p>(D)(3) Ensuring equitable distribution of effective teachers and principals:</p>	
<p>(i) High-poverty and/or high-minority schools</p>	<ul style="list-style-type: none"> • Differentiating teacher and principal effectiveness using the following quality rating categories: highly effective, effective, developing and ineffective, consistent with explicit minimum and maximum bands or scoring ranges for each category as prescribed by the Commissioner.
<p>(ii) Hard-to-staff subjects and specialty areas</p>	
<p>(D)(5) Providing effective support to teachers and principals:</p>	<ul style="list-style-type: none"> • Developing a single composite effectiveness score for every teacher and principal which incorporates multiple measures of effectiveness, including student achievement measures as set forth above.
<p>(i) Quality professional development</p>	<ul style="list-style-type: none"> • Using such annual evaluations as a significant factor for employment decisions including but not limited to, promotion, retention, tenure determination, termination and supplemental compensation, and also for teacher and principal professional development.
<p>(ii) Measure effectiveness of professional development</p>	<ul style="list-style-type: none"> • Developing and implementing improvement plans for teachers and principals rated “ineffective” or “developing”. • Pursuing the removal of teachers and principals receiving two consecutive annual ratings of “ineffective” after receiving supports from improvement plans. • Ensuring an equitable distribution of qualified and effective teachers and principals within a district based on State-developed criteria as described in the State Plan.

E. Turning Around the Lowest-Achieving Schools

(E)(2) Turning around the lowest-achieving schools

- As required by Commissioner's regulations, in schools that have been identified as persistently lowest-achieving, LEAs commit to implementing one of the four turnaround models outlined in the State's plan and approved by the Commissioner;
- Participating fully in Annual Review of Plan Effectiveness for persistently lowest-achieving schools as described in the State's plan; and
- For persistently lowest-achieving schools, establishing annual goals for student achievement on the State's assessments in both reading/language arts and mathematics. LEAs must also report and measure progress on several indicators as described in the State's plan.

REQUIRED SIGNATURES:

School District Superintendent
(or equivalent authorized signatory)

Authorized State Official
By its signature below, the State hereby accepts the LEA as a
Participating LEA

Signature 05/ /2010
Date

Print Name

Print Title

Signature 05/ /2010
Date

Print Name

Print Title