



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

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August 19, 2013

Dr. Pamela C. Brown
Superintendent of Schools
Buffalo Public Schools
712 City Hall
Buffalo, NY 14202

Dear Dr. Brown:

State Education Department (SED or “the Department”) staff has completed the review of your August 12, 2013 submission of School Under Registration Review (SURR) plans for East High School and Lafayette High School. As required by my July 10, 2013 directive, Buffalo Public Schools (BPS) submitted school level plans; a description of district supports for these plans; BPS’s contract with Johns Hopkins University Talent Development Secondary (JHU) to serve as an Educational Partnership Organization (EPO) for East and Lafayette High Schools; and BPS’s memorandum of understanding (MOU) with the Erie 1 Board of Cooperative Educational Services (BOCES) to provide Career and Technical Education (CTE) to students at East and Lafayette High Schools.

The submitted SURR plans and the related contract and MOU require revision. In order for me to approve BPS’s contract with JHU pursuant to Education Law §211-e, BPS’s MOU with Erie 1 BOCES, and BPS’s SURR plans, BPS must address all of the issues listed in the attached chart. The SURR plans, contract and MOU revisions described in the attached chart must be addressed and/or corrected exactly as described therein. BPS must resubmit the revised SURR plans and the revised signed contract and MOU to me no later than 5:00 p.m. on August 23, 2013.

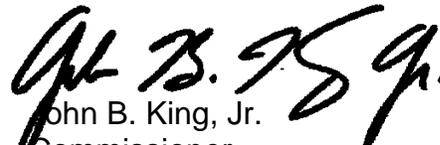
In addition, staff has also reviewed the EPO contracts submitted for School 80 and Buffalo Elementary School of Technology (BEST), which also require revision. In order for me to approve BPS’s contracts with the Westminster Foundation and Research to Practice pursuant to Education Law §211-e (which serve as the basis for the approved School Improvement Grant plans for those schools), BPS must also address all of the issues related to those schools and contracts listed in the attached chart. Such revisions must be made in the manner and according to the timeline described above.

Since my July 10, 2013 directive, SED staff has provided extensive guidance and technical assistance to BPS in order to ensure that you were able to meet the August 12, 2013 submission deadline. As you know, I am acutely aware of the urgent need to ensure that students at East and Lafayette High Schools be made to wait no longer to receive an education that readies them for college and careers. Accordingly, SED will continue to provide guidance and technical assistance to BPS as the district dedicates its staff and resources to accomplishing this task. I have directed Deputy Commissioner Ken Slentz to arrange a date and time during the week of August 19, 2013 when BPS representatives can come to Albany to complete their submission with on-site guidance and technical assistance from SED. Please note: as part of this technical assistance, SED and BPS will discuss and finalize the appropriate metrics for plan progress monitoring.

As I stated in my July 10, 2013 directive, if the above plans are not successfully implemented and/or academic results at East and Lafayette High Schools do not improve, I will consider requiring BPS to enroll all East and Lafayette students in schools in Good Standing, and/or recommending to the Board of Regents that the registration of these schools be revoked. For BEST and School 80, failure to address these issues may result in the suspension, termination, or nonrenewal of the schools' School Improvement Grants.

Should you have any questions or need additional information, please contact Ira Schwartz, Assistant Commissioner for Accountability at ischwart@mail.nysed.gov.

Sincerely,



John B. King, Jr.
Commissioner

cc: Buffalo Board of Education
Debra Sykes
David Chamberlain
Charles Hiteshew
Toni Dunbar
Don Ogilvie
Judy Elliott
Ken Slentz
Ira Schwartz
Bill Clarke
Owen Donovan
Alexandra Pressley

BPS PLAN AND CONTRACT DEFICIENCIES AND REQUIRED ACTIONS TO REMEDY

Note: For each EPO contract, BPS must provide an assurance that it has provided SED with all exhibits, attachments, addenda, and any other agreements or contracts pertaining to the powers, duties, and responsibilities of the EPO. If any such documents have not yet been submitted, they must be included in the BPS submission in response to this letter.

Lafayette High School and East High School SURR Plans		
SURR Plan Deficiency	Page / Section	Corrective Action
It is not clear that the JHU plans to increase teacher planning periods and extended-day periods are supported by or are consistent with the collective bargaining agreement.	p. 26,35,38	Provide evidence in the form of a letter signed by the teachers and principals union leaders and provide evidence in the existing or modified collective bargaining agreement(s) that enables the scheduling of time and requisite coaching support within these structures.
The plan is not clear as to whether the Early Warning System (EWS) and the Common Formative Assessment System is operational in form or function. The latest Distinguished Educator report reveals that it is not.	Pages 48-49 and 59	Demonstrate that the EWS and the Common Formative Assessment System is operational in form and function. Provide evidence that data will be available and reported to teachers and leaders in a form/template that is ready to use (that teachers and leaders will have data-in-hand); provide evidence of how these data will be used to support improved teaching and learning (e.g., provide the professional learning community (PLC) meeting agenda and action plan templates that teachers and leaders will use).
The number of BOCES CTE seats available to students at Lafayette and East are not clearly identified.	p. 52	Explicitly identify in the SURR plan, consistent with the BOCES MOU, that there will be 280 seats available to students from Lafayette and East High school.
The proposed CTE eligibility and enrollment methodology gives preference to students who are on-track to graduate.	p. 52	Delete from the SURR plan the definition and hierarchy of students that may enroll in BOCES CTE programs. Affirm in the SURR plan that all interested students, including students who are not on track to graduate, will be provided the opportunity to enroll in BOCES CTE programs, without prior screening by BPS.
The SURR plan does not clearly articulate whether or how the educational	n/a	The SURR plan should specifically describe how JHU and Erie 1 BOCES will achieve coordination of programs and

<p>program to be implemented by JHU will be coordinated with the BOCES CTE programs.</p>		<p>services and how the two entities are ensuring smooth transitions and coordinated scheduling.</p>
<p>The SURR plan does not describe how the National Academy Foundation (NAF) and College Summit organizations were chosen to partner with Johns Hopkins, and it does not articulate how the services provided by these organizations will be coordinated by JHU, or Erie 1 BOCES.</p>	<p>n/a</p>	<p>The SURR plan should specifically describe how NAF and College Summit were chosen as partners, and how the services provided by these organizations will be coordinated by JHU, and with Erie 1 BOCES.</p> <p>Explain in detail: (1) the role played by each organization and a description of the program each provides (include specific services that will be provided by whom, when services are provided and whether students earn credit for participation and identify how students are identified/selected for participation); (2) how and why each organization was selected as a partner (provide copies of applicable district procurement rules and policies); (3) and each organization's track record and demonstrated success in this area.</p>
<p>The number of seats available in the extended day programs and services, relative to the number of students in these schools are not provided. Goals or strategies for ensuring that all students have opportunities for extended day programs and services are not provided.</p>	<p>n/a</p>	<p>Identify the specific number of seats available in the extended day programs and services planned. In addition, provide specific and measurable goals for student participation in extended day programs, including the "zero period" and subsequent strategies for increasing participation.</p>
<p>Neither the SURR plan nor the contract state with specificity what the EPO will do and what the district will do, during the 2013-2014 school year to implement the strategies described and meet the goals agreed upon. (The implementation plan provided in Exhibit L-7 although labeled 2013-2014, was only reflective of</p>	<p>Exhibit L-7: TDHS Implementation plan for SY2013-2014</p>	<p>Revise Exhibit L-7 to identify the specific, time-bound actions of JHU and the district during the 2013-14 school year to implement the strategies and goals identified in the plan in a manner that allows both the district and JHU to state with clarity whether activities are being implemented on time or whether they are delayed and to have a common understanding of the district's and/or JHU's role in the implementation of these activities. The plan must leave no</p>

activities occurring in 2012-2013).		ambiguity as to which organization is responsible for accomplishment of each activity.
CTE MOU deficiency	Page / Section	Corrective Action
Need to include "Commissioner's approval" language	Page 1 - §1(a)	Sentence 2 should read: "With the approval of the Commissioner of Education (hereinafter referred to as the "Commissioner"), this Agreement may be renewed..."
Need to include "Commissioner's approval" language	Page 1 - §1(b)	Sentence should read: "...unless the parties agree in writing, with the approval of the Commissioner, to an extension of the time for such performance."
(1) "...which has open seats available" (2) Number of seats is set forth in Attachment A	Page 2 - §2(a)(1) and (2)	Insert language: "The parties have agreed that 280 seats will be made available at the BOCES CTE programs described herein for East and Lafayette High School students in grades 10, 11 and 12 during the 2013-2014 school year. All available seats will be filled based on student interest and will not be filled based on whether interested students are on-track to graduate (i.e., students who are interested in attending such programs cannot be prohibited from doing so based on credit deficiencies)." The MOU indicates that the number of seats is set forth in Attachment A – please indicate where the 280 seats upon which the parties agreed are specified.
Need to clarify acceptance of integrated credits for graduation requirements	Page 2	Insert new (2): "The parties agree that, in accordance with §100.5 of the Commissioner's regulations, BPS will award credit for integrated CTE courses satisfactorily completed by East and Lafayette High School Students who participate in approved BOCES CTE programs pursuant to this Agreement."
Need to include language on providing special education services (not just related services)	Page 6 – (b)(1)	Replace with: "The district shall provide all special education and related services that are required in an IEP/504 Plan, including but not limited to one-to-one aides, special transportation and consultant teachers."
Need to clarify that services	Page 6(b)(3)	Replace with "The district will provide ELL

will be provided to ELLs consistent with Part 154		instructional and support services sufficient to meet the requirements of Part 154 of the Commissioner’s regulations consistent with the number and needs of district students enrolled at each site.”
Need to include language that the agreement can’t be amended, terminated, or modified without the mutual written agreement of the parties and the approval of the Commissioner	Page 13 - §24	Replace 2d sentence with: “This Agreement may not be amended, terminated (except as provided above) or modified orally or by any course of conduct or usage of trade but only by the mutual written agreement of the parties and with the approval of the Commissioner.”
JHU EPO Contract Deficiency	Page / Section	Corrective Action
Reference to services provided by St. John the Baptist Church	This appears in the plan/ attachments, not the contract.	<p>Include language indicating that St. John the Baptist is “providing no religious instruction and no public funds are being used by/provided to” this entity.</p> <p>Explain in detail: (1) the role played by this organization and a description of the program it provides (include specific services that will be provided by whom, when services are provided and whether students earn credit for participation and identify how students are identified/selected for participation); (2) how and why this organization was selected as a partner (provide copies of applicable district procurement rules and policies); (3) and the organization’s track record and demonstrated success in this area.</p>
New sentence added: “Supplemental funds in excess of \$1,000 shall be deposited with and accounted for in the District’s Special Projects Fund”	Page 7 – (5) Supplemental Fundraising	Delete and replace with the following: “Supplemental funds in excess of \$1,000 shall be accepted by the district and accounted for in the District’s Special Projects Fund consistent with Board Policy XXX, attached hereto as Exhibit XXX and made a part hereof.”
No description of how “staffing population decisions” will be made. 211-e(2) lists “staffing population decisions” as a power of the EPO as	Page 8 – ii	Delete existing language and add: “The EPO shall make recommendations to the board on staffing population decisions, including XXXXX”

superintendent in terms of the school's educational program, not as part of the "employment decisions" referenced in (3).		
Inconsistency – EPO makes recommendations to board on all decisions to apply for/receive grants and EPO has board authorization to apply for grant funding; but "procurement and writing of grants shall be mutually agreed upon by board and school"	Page 9 – vii – Applying for grants	Replace with: "If the board accepts the EPO's recommendations regarding applying for and receiving allocational and competitive grants, the EPO has board authorization to apply for grant funding and to allocate the receipts of such funding in accordance with the grant. Such funding, if awarded, shall be allocated as agreed upon in the grant and subject to grant requirements and board approval."
New language added on "instructional coaches"	Page 13 §4(a)(iv)	Identify where this is reflected in the budget.
This says "terminated or cancelled" – should include "modified"	Page 16 - §6(d)	Replace with: "This agreement may not be terminated, cancelled or modified without the prior approval of the Commissioner." AND/OR Add language in Section 26 on page 25 ("...can be amended only by the mutual written agreement of the parties and with the approval of the Commissioner")



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Buffalo Elementary School of Technology (BEST) SIG Continuation Application		
RTP EPO Contract Deficiency	Page / Section	Corrective Action
New sentence added: "Supplemental funds in excess of \$1,000 shall be deposited with and accounted for in the District's Special Projects Fund."	Page 6 – (5) Supplemental Fundraising	Delete and replace with the following: "Supplemental funds in excess of \$1,000 shall be accepted by the district and accounted for in the District's Special Projects Fund consistent with Board Policy XXX, attached hereto as Exhibit XXX and made a part hereof."
No description of how "staffing population decisions" will be made. 211-e(2) lists "staffing population decisions" as a power of the EPO as superintendent in terms of the school's educational program, not as part of the "employment decisions" referenced in (3).	Page 7 – ii	Delete existing language and add: "The EPO shall make recommendations to the board on staffing population decisions, including XXXXX"
Inconsistency – EPO makes recommendations to board on all decisions to apply for/receive grants and EPO has board authorization to apply for grant funding; but "procurement and writing of grants shall be mutually agreed upon by board and school"	Page 8 – vii – Applying for grants	Replace with: "If the board accepts the EPO's recommendations regarding applying for and receiving allocational and competitive grants, the EPO has board authorization to apply for grant funding and to allocate the receipts of such funding in accordance with the grant. Such funding, if awarded, shall be allocated as agreed upon in the grant and subject to grant requirements and board approval."
This says "terminated or cancelled" –should include "modified"	Page 15 - §6(d)	Replace with: "This agreement may not be terminated, cancelled or modified without the prior approval of the Commissioner" AND/OR

		Add language in Section 26 on page 23 (“...can be amended only by the mutual written agreement of the parties and with the approval of the Commissioner”)
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Results from the Review School 80 EPO Contract with WF		
WF EPO Contract Deficiency	Page / Section	Action to Fix
No description of how “staffing population decisions” will be made. 211-e(2) lists “staffing population decisions” as a power of the EPO as superintendent in terms of the school’s educational program, not as part of the “employment decisions” referenced in (3).	Page 6 – ii	Delete existing language and add: “The EPO shall make recommendations to the board on staffing population decisions, including XXXXX”
Inconsistency – EPO makes recommendations to board on all decisions to apply for/receive grants and EPO has board authorization to apply for grant funding; but “procurement and writing of grants shall be mutually agreed upon by board and school”	Page 7 – vii – Applying for grants	Replace with: “If the board accepts the EPO’s recommendations regarding applying for and receiving allocational and competitive grants, the EPO has board authorization to apply for grant funding and to allocate the receipts of such funding in accordance with the grant. Such funding, if awarded, shall be allocated as agreed upon in the grant and subject to grant requirements and board approval.”
This says “terminated or cancelled” –should include “modified”	Page 13 - §6(d)	Replace with: “This agreement may not be terminated, cancelled or modified without the prior approval of the Commissioner” AND/OR

		Add language in Section 26 on page 23 (“...can be amended only by the mutual written agreement of the parties and with the approval of the Commissioner”)
Contract is missing Section 26: Extent of Agreement	Page 19	Add a Section 26 and include the following language: “...can be amended only by the mutual written agreement of the parties and with the approval of the Commissioner”
July 2013 addendum to the MOU with Westminster Foundation	See “Action to Fix” column.	The July 2013 addendum to BPS's MOU with WF regarding Promise Neighborhood/Turnaround contains a clause that the parties will adhere to Education Law 211-e and that WF is authorized to act as EPO/superintendent with respect to employment decisions. The contract with WF that SED is now reviewing is the contract that covers the EPO relationship between BPS and WF and, as a result, the July 2013 addendum to the MOU with WF should be nullified to the extent it would permit the continuation of an EPO relationship with WF without Commissioner's approval and notwithstanding any termination of or end to the EPO contract.