

APPENDIX B MOU Guidance

New York State School Innovation Fund Memorandum of Understanding Guidance: An Overview

The purpose of this document is to offer guidance on the design and implementation of a memorandum of understanding (MOU) between an LEA and Partner funded through the School Innovation Fund (SIF). SIF funded schools aim to increase high school graduation, college persistence, and college graduation rates by increasing the availability of new high quality education option for students at most risk for dropout, disengagement, and poor academic performance. The aims of the SIF are congruent with the following goals of the Regents reform agenda:

- Provide every student with a world-class curriculum that synthesizes rigorous content and skills to prepare students for college, the global economy, 21st century citizenship, and lifelong learning
- Work with school districts to implement strategies for closing chronically underperforming schools in order to dramatically improve student outcomes
- Raise graduation rates for at-risk student populations (particularly English language learners, students with disabilities, low-income students, African-American and Latino students) through the redesign and launch of schools to increase student engagement and to ensure college and career readiness.

The MOU guidance defined in this document, is based upon currently recognized best-practices, and will assist local education agencies and external partner organizations in creating the foundation for the planning, implementation, and evaluation necessary for school systems, structures, and supports to be cohesive and fully integrated into the fabric of the comprehensive educational program, increasing the likelihood of sustainability and student success.¹

LEAs and Lead Partner/Partner Consortia will be required to submit an initial Memorandum of Understanding (MOU) upon application and a final MOU by the end of the planning period. Funding past the planning period is contingent upon performance and a fully executed partnership MOU and NYSED approved performance agreement. Additionally, LEAs and partner organizations will be held jointly accountable for interim performance indicators and summative student performance metrics through an explicit performance agreement to be finalized and approved by NYSED.

Please keep in mind that the following is guidance only. MOUs between LEAs and Partners should be consistent with LEA approved policies and procedures and consistent with all applicable law.

¹ Mass Insight Education & Research Institute (2010). *Designing MOUs for Lead Partners*. Available:

http://www.massinsight.org/publications/stg-resources/83/file/1/pubs/2010/04/20/MOU_Lead_Partner_tool_2.17.10.pdf

Public Impact for the Colorado Department of Education (2011) *Contracting with External Providers: Guidance for Districts*

Guide to Working with External Providers - Partnerships to Improve Teaching and Learning. Learning Point Associates, by Bryan Hassel and Lucy Steiner, Second Edition (September 2010). (106 pages) Available: http://www.learningpt.org/pdfs/External_Provider_Guide.pdf

Five Guidelines and Key Questions for an Effective LEA-Partner MOU

1. *Program Goals/Purposes:* The main purpose of this section is to explain why the parties in question are entering into a relationship and what they hope to accomplish by working together. This section of the MOU should be driven by the stated purpose of SIF and the model chosen by the grantee when their application was submitted. It should express a broad, overarching goal (or goals) of the project in measurable terms but should not include detailed objectives for each program initiative).
2. *Roles and Responsibilities:* This section should clearly outline and detail what each party will be doing during planning and implementation of the project. These should be expressed in terms of district, partner, and joint activities/responsibilities and should consider the following questions:
 - Staffing: What staff members from district and partner will be assigned to the project? What are the specific duties of each position named in the application (job descriptions)? When will project staff (district or partner) be required to be on site? What are the financial requirements of each position funded by the grant (salary, benefits, etc.)? Who will hire, supervise, and evaluate staff for each project position?
 - Autonomies: What decision making powers will the district/board grant to the partners(s)? (Examples include decisions related to the following: scheduling, personnel, budget, curriculum and instruction, curriculum and instruction and professional development)_What district/board policies will be waived or modified for implementation of the project?
 - Facilities Management: What space or equipment will the district provide to the partner(s)? (for example, office space, classrooms, computers and phones)_Who will be responsible for the maintenance of space and equipment?
 - Curriculum and Instruction: What changes will the partner(s) make to district curricula, including eliminating existing components and creating new components? What changes will the partner(s) make to district instructional practices, including eliminating existing components and creating new components? What professional development (PD) will the partner(s) provide to instructional staff? (Please provide a comprehensive PD plan that details the content and materials to be taught, provides a schedule of who will be taught when, and accounts for how implementation will be supported and evaluated.)_What accommodations or modifications will be required to address special education and ELL issues?
 - Project Specific Initiatives: What activities not covered in sections above are unique to the school design type you selected in your application? Who will be responsible for them?_What expertise will your partner(s) provide related to the school design type you selected in your application?

3. *Accountability and Evaluation:* This section should clearly identify measurable benchmarks for all significant project activities (activities listed in your project plan). The district and partner(s) must also show a commitment to complying with the STO SIF reporting process described in this handbook and indicate who will be responsible for ensuring compliance.
 - For each significant project activity the following should be identified: What specifically will be measured? How will it be measured? When/how often will it be measured? Who will collect measurement data? How will data be documented and reported? What are the consequences of not meeting benchmarks?
 - Another important element of accountability is frequent, effective communication between district and partner(s). Both parties should commit to a communication plan detailing the following: Who will communicate with whom? When will communication take place (schedule)? What mechanisms will be used (phone, email, face-to-face)? How will communication be documented [provide a form(s)]?
4. *Legal Components:* This section should contain components standard to legal contracts. The following should be addressed:
 - Financial: It should be clear how much partners are being compensated for all activities they conduct and services they provide. All funds to be distributed to partners should be accounted for. Partner(s) and district should express a commitment to follow STO SIF financial reporting procedures as explained in this handbook (and presented at the 1/3012 SIF orientation event).
 - Dispute Resolution: Parties should detail a plan for addressing any disputes related to planning or implementation of the project as a whole, or any significant activities. Parties will commit to contacting STO when a dispute arises.
 - Amendments: Parties should detail a plan for making amendments to the project as a whole, or any significant activities. Parties will commit to contacting STO to approve any amendments.
 - Terms: Terms will reflect the length of the SIF grant period (through June 30, 2014)
 - Assurances: This section should refer to all assurances required for the submission of a SIF application.
 - Termination, renewal, non-renewal: Parties should agree to what circumstances will lead to termination, renewal, or non-renewal. Parties will commit to contacting STO when considering termination or non-renewal of the MOU
 - Confidentiality: Parties should agree to how confidentiality of students, staff, and families will be handled for all aspects of the project. Parties should agree to what data collected on students, staff, and families will be shared. (Will you need signed waivers from participants for certain data?)
 - Intellectual Property: Parties should agree to what ideas or information created during planning and/or implementation of the project will be considered intellectual property, and how any such intellectual property will be protected.
 - Liability: This section should address standard liability issues for parties engaging in similar activities.

5. *Appendices*: You may find it useful to include the documents listed below as attachments/appendices to the MOU. They should be developed in collaboration concurrently with the MOU and reflect the terms, content, and agreements.

- Project Plan
- Professional Development (PD) Plan
- Communication Plan

Sample MOU

(Insert Name) School District and (Insert Name) School and (Insert Name) Lead Partner/Partner(s) Organization School Innovation Fund Program

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the (Insert Name) School District and (Insert Name) School and (Insert Name) Lead Partner or Partner Organization (s) to support dramatic whole school change, from beginning to end, can be fully embedded within essential district. The purpose of this partnership is to work collaboratively to ensure increasing the likelihood of sustainability and student success served by the selected framework of innovation to create new, innovative, high-quality education options for all students.

Up front Planning Activities: _____

SPECIFIC ROLES AND RESPONSIBILITIES

The partnership of the (Insert Name) School District and (Insert Name) School and (Insert Name) Lead Partner or Partner Organization(s) entails the following:

The (Insert Name) School District agrees to:	The (Insert Name) Lead Partner or Partner Organization(s) agrees to:
List all activities/services/etc. that the School District will provide to the partnership.	List all activities/services/etc. that the (Insert Name) Lead Partner or Partner Organization(s) will provide to the partnership.

Name of School District _____ Signature _____ Date _____

Superintendent _____ Signature _____ Date _____

Name of (Insert Name) Lead Partner or Partner Organization(s)

Superintendent/Dean/CEO _____ Signature _____ Date _____

THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR PARTNERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED.

ASSURANCE OF JOINT COMMITMENT FORM

By signing below, the local education agency and key external partners agree to meet the key actions, indicators, and performance metrics identified in the agreement. Failure to meet the actions, indicators and targets identified in the performance agreement may result in a delayed or stopped payment.

In addition, the areas, actions, actions and specific metrics to which partners are accountable should be identified explicitly in the Memorandum of Understanding between the LEA and the partner. Ultimately the LEA is responsible for holding the partner accountable for the delivery and effectiveness of its services.

District Name:

CHIEF ADMINISTRATIVE OFFICER (Superintendent)	
Signature (in blue ink)	Date
Type or print the name and title of the Chief Administrative Officer	
EXTERNAL PARTNER	
Signature (in blue ink)	Date
Type or print the name and title and organization of the partner	
EXTERNAL PARTNER	
Signature (in blue ink)	Date
Type or print the name and title and organization of the partner	
EXTERNAL PARTNER	
Signature (in blue ink)	Date
Type or print the name and title and organization of the partner	

PARTICIPATING SCHOOL DATA

The following information is required as part of the application.

	Unit	NYS State Average	District Average	Baseline Data	Target for 2012-2013	Target for 2013-2014
I. Leading Indicators						
a. Number of minutes in the school year	min					
b. Student participation in State ELA assessment	%					
c. Student participation in State Math assessment	%					
d. Drop-out rate	%					
e. Student average daily attendance	%					
f. Student completion of advanced coursework						
g. Suspension rate	%					
h. Number of discipline referrals	num					
i. Truancy rate	%					
j. Teacher attendance rate	%					
k. Teachers rated as "effective" and "highly effective"	%					
l. Hours of professional development to improve teacher performance	num					
m. Hours of professional development to improve leadership and governance	num					
n. Hours of professional development in the of high quality interim assessments and data-driven action	num					
II. Academic Indicators						
a. ELA performance index	PI					
b. Math performance index	PI					
c. Student scoring "proficient" or higher on ELA assessment	%					
d. Students scoring "proficient" or higher on Math assessment	%					
e. Average SAT score	score					
f. Students taking PSAT	num					
g. Students receiving Regents diploma with advanced designation	%					
h. High school graduation rate	%					
i. Ninth graders being retained	%					
j. High school graduates accepted into two or four year colleges	%					
School Design-specific Indicators						
a.						
b.						
c.						
d.						
e.						

Lead Partner or Partner Organization
BUDGET SUMMARY OF FUNDS REQUESTED
FOR THE PROGRAM
For the Period: January 1, 2012 through June 30, 2014

SUBTOTAL	CODE	Planning Period 1/1/12 – 6/30/12	PROJECT COSTS YEAR 2 7/1/12 – 6/30/13	PROJECT COSTS YEAR 3 7/1/13 – 6/30/14	TOTAL
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost	90				
BOCES Services	49				
Minor Remodeling	30				
Equipment	20				
GRANT TOTAL					
District and/or Other Source contributions, if any.					

This form should reflect partner funds requested for your proposal summarized for each year of the project period.