

NYS School Innovation Fund (SIF) Memorandum of Understanding (MOU) Guidance

The following information is only guidance. MOUs between LEAs and partners should be consistent with LEA approved policies and procedures, and with all applicable law.

The purpose of this document is to offer guidance on the design and implementation of a MOU between an LEA and partner(s) funded through the SIF.

This MOU guidance 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 were required to submit an initial MOU with their applications and are required to submit final MOUs by June 30, 2013. Funding past the Preparation Period (January 1, 2013 - June 30, 2013) is contingent upon performance, a fully executed partnership MOU, and a NYSED approved performance agreement. LEAs and partners will be held jointly accountable for interim performance indicators and summative student performance metrics.

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

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

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, 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 the sections above are unique to the school design type selected in the application? Who will be responsible for them? What expertise will the partner(s) provide related to the school design type selected in the application?

3. *Accountability and Evaluation:* This section should **clearly identify measurable benchmarks for all significant project activities** (activities listed in the 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 Toolkit (and presented at the 2/28/13 SIF Orientation Session).
- **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, 2015).
- **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. (Are there needed 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:* The documents listed below may be used 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