



IDAHO'S RACE TO THE TOP PARTICIPATING LOCAL EDUCATIONAL AGENCY (LEA) MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the State of Idaho by and through the Idaho State Department of Education ("State") and _____ ("Participating LEA"). The purpose of this MOU 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, Preliminary Scope of Work, which is attached hereto and incorporated herein by this reference, indicates the Participating LEA is agreeing to implement all of the State's proposed reform plans ("State Plan") listed in Exhibit I should the State's application be approved by the U.S. Department of Education ("ED").

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

The Participating LEA subgrantee has the following responsibilities in assisting the State in implementing the tasks and activities described in the State's Race to the Top application:

- 1.** The Participating LEA subgrantee must, as a condition for participating in and receiving an allocation of funds under the State's Race to the Top program, enter into an agreement (hereinafter referred to as the "Post Award Agreement") with the State that will describe more specifically the mutual responsibilities of the State and LEA for planning and implementing the State's plan:
 - i.** The Post Award Agreement must be provided to the State by the Participating LEA subgrantee within 90 days of the Race to the Top award to the State and must be approved by the State. Following the State's approval, the Post Award Agreement shall become Exhibit II to this MOU;
 - ii.** The failure of the Participating LEA subgrantee to timely submit the Post Award Agreement to the State within 90 days of the Race to the Top award to the State shall automatically terminate this MOU;
 - iii.** The Post Award Agreement must be signed by the LEA superintendent, or equivalent authorized signatory; the president of the local school board, or equivalent, if applicable; and the authorized representative of the local teachers union, if applicable;

iv. The Post Award Agreement will include the final scope of work and must be produced in collaboration with the State after participation in statewide conversations with participating LEA;

v. The Post Award Agreement will include a detailed work plan describing specific goals, activities timelines, budgets, key personnel, and annual targets for key performance measures. The work plan must be consistent with the LEA's preliminary scope of work in this Memorandum of Understanding, with the approved State plan, and with further guidance¹ that the State may provide.

vi. The Post Award Agreement will detail the State's responsibilities for providing or coordinating technical assistance, professional development, and other support for the LEA in carrying out the LEA's functions, and how the State and LEA activities will be sequenced.

2. The Participating LEA subgrantee will implement the LEA Plan as identified in this MOU and MOU Exhibit I (Preliminary Scope of Work) and MOU Exhibit II (the Post Award Agreement to be reached consistent with Section II.A.1.i.-vi. of this MOU).

3. The Participating LEA subgrantee will, over the course of the project, work in good faith with the State and other participating LEAs to identify needs for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project.

4. The Participating LEA subgrantee will 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 ED.

5. The Participating LEA subgrantee will post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant.

6. The Participating LEA subgrantee will participate, as requested, in any evaluations of this grant conducted by the State or ED.

7. The Participating LEA subgrantee will 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.

8. The Participating LEA subgrantee will participate in meetings and telephone conferences with the State to discuss progress of the project; potential dissemination of resulting non-proprietary products and lessons learned; plans for

¹ The State will be issuing a Guidance for Participating LEA subgrantees regarding topics pertinent to the Post Award Agreement such as, but not limited to: parameters for timelines for deliverables; linking timeline deadlines to participation in funding through one of two Cohorts including the local components of the Incentive Pay Pilot Program; and specific provisions to be included in the Post Award Agreement for those Participating LEA subgrantees which qualify as "High-need" LEAs.

subsequent years of the Race to the Top grant period; and other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

The State grantee has the following responsibilities in assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application:

1. The State grantee will work collaboratively with, and support the Participating LEA in carrying out the LEA Plan as identified in Exhibit I to this MOU and in the Post Award Agreement to be reached consistent with Section II.A.1.i.-vi. of this MOU and to be attached to this MOU as Exhibit II.
2. The State grantee will 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's approved work plan described in the Post Award Agreement.
3. The State grantee will provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products.
4. The State grantee will provide or coordinate technical assistance, professional development, and support consistent with the Post Award Agreement.

C. JOINT RESPONSIBILITIES

The State and the Participating LEA have the following joint responsibilities:

1. The State and the Participating LEA will collaborate in good faith to ensure alignment and coordination of State and local planning and implementation activities in order to effectively and efficiently achieve the core goals of the State's plan, consistent with their respective roles under State law and policy.
2. The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
3. These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
4. State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
5. 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, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

- Has all requisite power and authority to execute this MOU;
- Is familiar with the State's Race to the Top grant application and is supportive of and will work to implement the entire State plan, as defined by the State, and consistent with Exhibit I;
- Will provide a Final Scope of Work and detailed work plans consistent with Section 11A-1 above 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 enter into an agreement with the State consistent with Section II.A.1.i.-vi. of this MOU; and
- 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).

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 MOU shall be effective, beginning with the date of the last signature hereon and continuing thereafter until the expiration of the grant project period, if a grant is received, or until terminated, whichever occurs first. Besides an automatic termination pursuant to Section II.A.1.ii., this MOU may be terminated by the State for non-compliance by the LEA, by mutual agreement of the parties, or by the LEA upon thirty (30) days prior written notice to the State signed by the LEA superintendent, or equivalent authorized signatory, the president of the local school board, or equivalent, if applicable, and the authorized representative of the local teachers union, if applicable,

Nothing in this Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employers and their employees. By way of the signatures below, the LEA and local collective bargaining representative agree to confer in good faith over matters within the scope of the MOU and agree further that those portions of the MOU subject to collective bargaining shall be implemented only upon the agreement of the LEA and the local collective bargaining representative.

Please submit a copy of the signed MOU in PDF format by e-mail to trluna@sde.idaho.gov or by fax to the Idaho State Department of Education at (208) 334-2228 on or before 11:59 p.m., Mountain Standard Time (MST) on January 12, 2010.

VI. SIGNATURES

LEA Superintendent (or equivalent authorized signatory) – required:

Signature/Date

Print Name/Title

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

Signature/Date

Print Name/Title

Local Teachers Union Leader (if applicable):

Signature/Date

Print Name/Title

Authorized State Official (required):

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

Signature/Date

Print Name/Title

EXHIBIT I: PRELIMINARY SCOPE OF WORK

The LEA hereby agrees to participate in implementing the State Plan in each of the areas identified below. (Designations refer to Federal Final Selection Criteria.)

B. Standards and Assessments

(B)(3) Support the transition to enhanced standards about high-quality assessments by informing state standards about adopting the common core standards, informing the State in its transition to statewide implementation of the common core standards, offering professional development related to new state curriculum.

Use formative assessments (either by using state-developed formative assessment items or using your LEA's formative assessments that are already aligned to state standards).

C. Data Systems to Support Instruction

(C)(3) Use data to improve instruction:

- i. Implement/enhance and using a local instructional improvement system (see definition provided by the U.S. Department of Education), including the “digital backpack”, that provides teachers, principals, parents, and district leaders with the information and resources they need to inform and improve their instructional practices, decision-making, and overall effectiveness.
- ii. Offer professional development to teachers and school leaders related to using longitudinal data to inform instructional improvement.
- iii. Make data from the data instructional improvement system available to researchers pending appropriate local approval of such data requests in order to ensure the protection of student and employee rights to privacy. Collect and provide data elements required by Race to the Top (e.g. data related to the evaluation of teachers and leaders) as well as additional research-based data (e.g. student attendance data, teacher based data (e.g. student attendance data, teacher attendance data) to the State as collaboratively agreed to by the participating LEAs and the State.

D. Great Teachers and Leaders

(D)(2) Improve teacher and principal effectiveness based on performance:

- i. Utilize the state-developed growth accountability model to measure student growth.
- ii. Implement rigorous, transparent, and fair evaluation systems aligned to the Charlotte Danielson Framework for Teaching and the standards contained in IDAPA 08.02.02.120, Local District Evaluation policy.
- iii. Conduct annual evaluations of teachers and principals and provide teachers and principals with data on student growth for their students, classes, and schools.
- iv. (a) Use evaluations to inform development of teachers and principals including providing relevant coaching, induction support, and/or professional development.
(b) Commit to participate in a Statewide incentive pay pilot program that includes state and local components of the Student Achievement Fund and Local Incentive Fund. Participating LEAs commit to designing and

implementing local, group-based goals with multiple measures to complement the state portion of the incentive pay pilot program.

(d) Use evaluations to inform removal of ineffective teachers who have had ample opportunities to improve, and ensure that such decisions are made using rigorous standards and streamline, transparent, and fair procedures.

(D)(3) Develop and implement a plan to ensure equitable distribution of effective teachers and principals:

- v. High-poverty and/or high-minority schools.
- vi. Hard-to-staff subjects and specialty areas determined at the local district level and approved by the state.

(D)(5) Provide effective support to teachers and principals which includes:

- vii. LEA participation in state-sponsored, data-informed professional development, coaching, induction, and common planning collaboration time to teachers and principals.
- viii. Measure and/or participate in evaluation of the effectiveness of professional development for teachers and principals.

E. Turning Around the Lowest-Achieving Schools

(E)(2) If the Participating LEA has one of the State's lowest-achieving schools, as defined by the State, the LEA agrees to employ, in order to turn around such schools, a transformative model of school reform as specified in the Race to the Top Application.

Significantly increase student access to Science, Technology, Engineering, and Math (STEM) opportunities by committing to work with the state and community partners, institutes of higher education, research centers, local STEM industry experts, and other sources.

Improve the quality of early childhood education by creating a local effort to provide an array of services to families that will enhance the transition to kindergarten.

For LEAs with lowest-achieving schools, as defined by the State, commit to increasing learning time.

Commit to work with the state in creating more dual credit opportunities, with an emphasis on courses related to STEM.