New Jersey Participating LEA Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between New Jersey ("State") and _____ ("Participating LEA"). 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 which portions of the State's proposed reform plans ("State Plan") the Participating LEA is agreeing to implement. (Note that, in order to participate, the LEA must agree to implement all or a meaningful portion of the State Plan.)

In order to participate, the LEA must agree to implement a meaningful portion of the State Plan and return the executed MOU **on or before 4pm on February 15, 2012**.

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 Exhibit I of this agreement;
2) Actively participate in all relevant meetings, webinars, 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 or 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 or 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.
7) Ensure that relevant administrators and teachers participate in statewide trainings and professional development provided by the State.
8) Provide the State with status updates, annual reports, interim reports, and project plans.
9) Complete a Final Scope of Work, on or before **4pm on March 14, 2012**. See "Assurances" section for more information.

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 Exhibit I of this agreement;
2) Distribute in a timely fashion 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;
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. COLLECTIVE BARGAINING
The parties to any applicable collective bargaining agreement will use their best efforts to negotiate any terms and conditions in the agreement necessary for the full implementation of the State Plan. The parties understand that the failure to negotiate any term or condition in a collective bargaining agreement necessary for full implementation of the State Plan will result in termination of the grant.

E. 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 Participating LEA, repayment by the Participating LEA to the State of some or all of the payments previously made to the Participating LEA, temporarily withholding funds from the Participating LEA, disallowing costs of the Participating LEA, or terminating this Memorandum of Understanding at the sole discretion of the State.

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 or a meaningful portion of the State Plan;
3) Agrees to be a Participating LEA and will implement those portions of the State Plan indicated in Exhibit I.
4) Will provide a Final Scope of Work in the format provided by the State; will do so in a timely fashion, but no later than **4pm on March 14, 2012**; and will describe 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).

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

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

Chief School Administrator/Superintendent (or equivalent authorized signatory) - required**:**

_____
Signature/Date

_____
Print Name/Title

President of Local School Board - required**:**

_____
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

Please sign, scan, and email the above MOU (p. 1-3) and completed Exhibit I (p.4-5) to RTTT3Inquiries@doe.state.nj.us or fax to 1-609-292-4708, Attention: Race to the Top Phase 3 Project Manager – on or before February 15, 2012

A. **EXHIBIT I – PRELIMINARY SCOPE OF WORK**

LEA hereby agrees to participate in implementing the State Plan in areas identified below.

Elements of State Reform Plans	**LEA approved use of funds**	**Indicate which sub-criteria will be addressed in the LEA's scope of work - check the appropriate box(es)**
B: Standards and Assessments		
B3 - Supporting the transition to enhanced standards and high-quality assessments through the development of model curriculum and formative assessments	B3 – Professional development on implementing the State's model curriculum, OR other professional development that is proven to be aligned with the Common Core State Standards (CCSS)	
C: Data Systems to Support Instruction		
C3i – Development of an online Instructional Improvement System (IIS) platform to support participating LEAs in accessing Common Core State Standards aligned model curriculum, formative assessments, and other instructional resources	C3i – Implementation of the IIS in any/all schools in Fall 2013. Costs associated with implementation can include: - Necessary technology improvements subject to current infrastructure - IIS school set-up fee (approx $700 per school) - IIS system operating and ongoing license cost (approx $7 per student) - IIS professional development for teachers (approx $50 per teacher start up cost, and $12.50 per teacher per year)	
D: Great Teachers and Leaders		
D2ii: Internal and field-based capacity to support the teacher and leader evaluation pilots and state-wide roll out.	D2ii – Implementation of a new teacher and leader evaluation system. Costs associated with implementation can include: - Teacher practice evaluation framework provider services; - Internet-based performance management system - Classroom observation cameras and other equipment used for evaluation; - Other expenditures,	

	approved by the Department	
F2: Ensuring successful conditions for high-performing charters and other innovative schools		
F2: Internal capacity and external consultants to help improve the State's charter application and renewal cycles.	F2: Expenses associated with expanding and/or improving charter schools	
STEM		
Development of math/science model curriculum and instructional resources, with an emphasis on real-world applications	- Implementation of the State's science and math model curriculum, OR other STEM professional development that is proven to be aligned with the CCSS - Implementation of the Progressive Science Initiative and/or the Progressive Mathematics Initiative (PSI/PMI) program(s) developed by the New Jersey Center for Teaching and Learning (http://njctl.org)	
Other	Other LEA projects aligned with the State's plan subject to Department approval.	

Please identify a contact person for all future RTTT3 communication:

Name:

_____

Title/Position:

_____

Phone:

_____

Email:

_____