

**Memorandum of Understanding between
Colorado Department of Education and Colorado Education Initiative**

This Memorandum of Understanding is executed as of December 1, 2014 by and between the Colorado Department of Education (“CDE”) and the Colorado Education Initiative (“CEI”), collectively called the “Parties” and individually a “Party”.

Parties

The Colorado Department of Education (CDE) provides leadership, resources, support, and accountability to the state’s school districts, schools, teachers and administrators to help them build capacity to meet the needs of the state’s public school students. The mission of the Colorado Department of Education is to ensure that all students are prepared for success in society, work, and life by providing excellent leadership, service, and support to schools, districts, and communities across the state.

Colorado Education Initiative (CEI) is an independent non-profit that collaborates with the CDE, schools, and districts across the state to accelerate achievement for all Colorado students. The mission of CEI is to unlock the unique potential of every student in Colorado by incubating innovation, shining a spotlight on success, and investing in sustainable change that improves outcomes for all students.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement of the Parties regarding the Accelerator Project.

Grant Amount and Period

Grant is for \$415,839 over December 1, 2014 to December 31, 2015.

Grant Description

The Colorado Education Initiative (CEI), in collaboration with the Colorado Department of Education (CDE), will work to sustain and accelerate current efforts to implement the Colorado Academic Standards (CAS), assessments, and educator evaluation systems. CEI will also support the launch of the CDE’s Center for Best Practice.

1. Funding for implementation of the Colorado Academic and English Language Proficiency Standards. This includes instructional support tools, including embedding LDC and MDC into the sample instructional units and funding any necessary staff to complete this work.
2. Development of the Center for Best Practice and execution of field-research projects.
3. Support for the dissemination of best practices highlighted by the Center for Best Practice and for capturing and disseminating best practices within CDE.

Grant Outcomes

1. By the end of 2015, 4,000 Colorado teachers shift their instruction to support student mastery of the CAS.
2. By the end of 2015, roughly 20 percent of the 178 school districts in Colorado demonstrate increased evidence of becoming responsive systems that are able to respond to, support, and enable educator and student learning.
3. There is increased understanding of standards, assessments, and evaluation among educators and the community.

Grant Project Leads and Contact Information

The lead for this grant project at CEI is:

Andrew Smiles
1660 Lincoln Street, Suite 2000
Denver, CO 80264
303-736-6477
asmiles@coloradoedinitiative.org

The CDE leads for this project are:

Jill Hawley
201 E Colfax Avenue
Denver, CO 80203
303-866 6857
hawley_j@cde.state.co.us

and

Rebecca Holmes
201 E Colfax Avenue
Denver, CO 80203
303-866 66938
holmes_r@cde.state.co.us

Grant Scope of Work

Pursuant to 22-7-1010 (3), C.R.S. and 22-9-105.7 (1), C.R.S. the Colorado Department of Education is authorized to accept gifts, grants, and donations to implement the Preschool through Postsecondary Education Alignment Act and educator evaluation systems. The scope of work for this project is aligned with this statutory authorization.

During the grant period, CDE will use the grant monies to engage in the following activities:

1. Employ staff as needed to support implementation of the Colorado Academic Standards, and help scale the Literacy Design Collaborative tools.
2. Embed the LDC and MDC modules into the district sample curriculum units to show how teachers can use LDC and MDC to meet the standards;
3. Collaborate with CEI to disseminate and incorporate instructional tools to support implementation of the CAS, including the LDC and MDC;
4. Communicate with CEI about the work and learnings of the Center for Best Practice, housed at CDE, to make those learnings accessible and consumable via an integrated knowledge management strategy;
5. Provide project management support and direction of the day-to-day activities necessary to complete project activities, including development of work plans for each area of work;
6. Provide input to CEI on the development of the Project's professional learning networks and participate in those learning network meetings, as appropriate; and
7. Prepare and submit to CEI for its review an interim report no later than April 30, 2015 on the use of sub-grant funds received by CDE, with a final report due no later than January 16, 2016.

During the grant period, CEI will:

1. Award a sub-grant in the amount of \$415,839 to CDE;
2. Provide project management support and direction of the day-to-day activities necessary to complete project activities;
3. Scale professional learning and instructional supports to districts statewide including: the Literacy Design Collaborative (LDC), Math Design Collaborative (MDC), District Sample Curriculum Project, best practices in Measures of Student Learning, Student Perception Surveys, and resource allocation innovations;
4. Offer Accelerator Project districts an array of opt-in change management tools, resources, and supports to help districts align budgets resources with the priorities of the standards implementation, assessments, and educator evaluation systems through professional learning networks;
5. Develop and refine messaging and strategic engagement supports for district educators, leaders, and the field;
6. Build on the existing success and lessons learned from the current Integration Districts;
7. Collaborate with CDE to disseminate and incorporate instructional tools to support implementation of the CAS, including the LDC and MDC;
8. Collaborate with CDE to support the launch of the Center for Best Practice, housed at CDE, to make learnings accessible and consumable via an integrated knowledge management strategy;

Grant Reporting

By accepting this grant, CDE agrees to provide reports to CEI on the schedule outlined below regarding implementation of the activities outlined in the scope of work and progress toward achieving the grant outcomes. Each grant report must include an expenditure report of grant funds.

Report	Date
Interim progress report due to CEI showing meaningful progress against outlined outcomes and activities via a narrative report, updated work plan(s), and budget to actuals spreadsheet.	April 30, 2015
Final progress report due to CEI showing meaningful progress and/or completion of outlined outcomes and activities via a narrative report.	January 16, 2016

Please see the special provisions section of this MOU for applicable assurances and procedures with regard to data security and privacy.

Special Provisions

Record Maintenance and Inspection. By accepting this grant, CDE agrees to maintain adequate records for the project to enable the CEI to easily determine how the grant funds were expended. Subject to applicable confidentiality and privacy limitations, CDE's records must be made available for inspection by CEI or its designate at reasonable times to permit CEI to monitor and conduct an evaluation of operations under this grant.

Payment. CEI payments and continued support of the grant are contingent on satisfactory completion of the activities in the scope of work.

Termination. Either CEI or CDE may terminate this grant work if either party fails to meet deliverables outlined in the scope of work for this grant. In the event that this grant work is terminated, CDE agrees to return any unspent and uncommitted grant funds (as of the date of termination).

Relationship of Parties. CDE and CEI each expressly agree that the relationship among them through this grant and accompanying MOU is that of independent organizations and nothing is intended to, or should be construed to, create an agency, partnership, or joint venture. No party is authorized to make any representations, contracts or commitment on behalf of another party.

Subgrants and Subcontracts. CDE has the exclusive right to select sub-grantees and subcontractors for the grant-funded activities. CEI has not earmarked the use of the grant funds for any specific sub-grantee or subcontractor. CDE is solely responsible for ensuring that any sub-grantees and subcontractors use grant funds in a manner that is consistent with the provisions of this MOU.

Grant Announcements, Public Reports and Use of Respective Parties' Names and Logos. If CDE or CEI wishes to issue a press release or announcement regarding the award of this grant or activities related to this grant, both parties must obtain advance approval from one another prior to the press release or related communication.

Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") produced by CDE as a result of this grant award belong to the department and the State of Colorado. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials.


Compliance with Laws. CDE will comply with all applicable federal, state and local laws in the conduct of the project.

Political Campaign/Lobbying Activity. Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. Grant funds shall not be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. CDE's strategies and activities, and any materials produced with grant funds, will comply with applicable local, state, federal, or foreign lobbying law. CDE agrees to comply with lobbying and ethics rules, under local, state, federal and foreign law, that are applicable to the scope of work for this grant.

Expectations. No donor can expect a specific policy achievement in exchange for a grant.

Data Privacy. This grant award, all associated grant activities, and all grant reporting will adhere to existing privacy and security standards and policies established by CDE, Colorado State Board of Education rules concerning privacy and security, state privacy laws, and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232 g; 34 C.F.R. Part 99.

Signatures



Robert K. Hammond, Commissioner
Colorado Department of Education



Yee-Arin Cho, Interim President & CEO
Colorado Education Initiative