

**MEMORANDUM OF UNDERSTANDING
REGARDING COOPERATION BETWEEN
YONKERS PUBLIC SCHOOLS
AND
BANK STREET COLLEGE OF EDUCATION**

I. INTRODUCTION

Yonkers Public Schools (YPS) and Bank Street College of Education (BSC) share the goal of using continuous improvement to increase the number of Black, Latinx, and low-income students who complete 8th grade prepared to succeed in high school and college. YPS and BSC wish to share their respective strengths and resources to support initiatives that advance this common goal in Yonkers, New York.

A. PURPOSE OF MEMORANDUM

This Memorandum of Understanding (MOU) sets forth the understandings and intentions of YPS and BSC with regard to their shared goal and provides a framework for cooperation. It outlines the background; roles and responsibilities; and financial obligations of YPS and BSC for their collaboration on the implementation of a district plan that will help support the launch of the Yonkers Public Schools Network for School Improvement (“YPS NSI”) funded by the Bill & Melinda Gates Foundation (“Foundation”).

II. TERM

The term of this Understanding shall be from the date it is signed through the end of December 2024. Either party may terminate this MOU for cause resulting from breach of the other party providing ninety (90) days written notice to the other party and an opportunity to resolve the issue with the other party.

III. COMMITMENT

The parties acknowledge that it is vital to the success of the program that BSC deliver and YPS take part in all of the activities required during the duration of the grant.

A. YPS RESPONSIBILITIES

- District team members responsible for the project (including, but not limited to, the Superintendent, Assistant Superintendent, and Executive Director of Professional Learning) participate in bi-weekly strategic planning meetings with BSC.
- Employ a district-based continuous improvement leadership role for the duration of the grant period, May 2020 through December 2024.
 - The salary for this role will be partially funded by the sub-grant provided to the district as part of this agreement and in alignment with the personnel allocations in the subaward budget.
- Endeavor to establish and maintain school teams of 3-5 teachers in grades 6th-8th and at least one school administrator in at least 23 schools to engage in regular professional learning and continuous improvement work from the 2020-21 through 2024-2025 school years (SYs) including day-long convenings in New York City, monthly cohort meetings, monthly coaching, and virtual professional learning experiences.
- Endeavor to establish and maintain a district team (including, but not limited to, the Assistant

Superintendent, the Executive Director of Professional Learning, and the Continuous Improvement Manager) to support continuous improvement work in the district, engage in professional learning, and implement regular PDSA cycles.

- Endeavor to ensure participating school leaders attend bi-monthly meetings to support continuous improvement work in their schools, engage in professional learning, and implement regular PDSA cycles.
- Endeavor to establish an advisory group of key stakeholders that meets quarterly to provide feedback and input to the district and BSC on network functions
- Designate teacher leaders at each participating school to coordinate the work of their school team during Plan-Do-Study-Act (PDSA) cycles and serve as a liaison to BSC and YPS. These teacher leaders will be compensated with yearly stipends funded by the sub-grant provided to the district as part of this agreement.
- Compensate teachers and school leaders at the district’s hourly rate for all work outside of school hours pursuant to this project, including, but not limited to, after-school cohort meetings, convenings, coaching sessions, and synchronous and asynchronous virtual experiences, using funds from the sub-grant provided to the district as part of this agreement.
- Support BSC’s school-based coaching efforts with teacher teams through PDSA cycles, DEI work, and/or mathematics professional development.
- Allow BSC access to participating teachers’ classrooms to collect data using the Instructional Practice Guide (IPG) tool developed by Student Achievement Partners (SAP)
- Submit regular accountability reports to BSC and the Bill & Melinda Gates Foundation that describe spending to date and progress towards objectives.
- Collect and share student performance data-- including, but not limited to, the data outlined in Section 3B-- with BSC in a timely manner at several required points throughout the year to assess progress and guide improvement efforts.

B. DATA SHARING

To measure the effectiveness of this continuous improvement grant, BSC will gather student level data. The table below outlines the data that BSC seeks to obtain from the district. All student-level data should be reported using non-identifiable student IDs that remain consistent throughout the project (no student names). BSC will specify the format for sharing and coordinate with the Office of Research, Evaluation, and Reporting to obtain data. This data will be used by BSC to report results as specified in the grant agreement between BSC and the Foundation.

Data Source	Frequency	Population
De-identified Unique Student ID number (to be maintained over duration of project)	Annually	Students who attend/ed
School NCES ID	Annually	
Grade Level	Annually	
Race	Annually	
Hispanic Latino Ethnicity	Annually	
Low Income	Annually	
Sex	Annually	
Special Education Participation	Annually	
Limited English Proficiency	Annually	
Gifted and Talented Participation	Annually	

Math Numeric Course Grades	Quarterly	schools participating in the Yonkers Public Schools Network for School Improvement during grades 6th-8th
ELA Numeric Course Grades	Quarterly	
Science Numeric Course Grades	Quarterly	
Social Studies Numeric Course Grades	Quarterly	
Math Letter Grade	Quarterly	
ELA Letter Grade	Quarterly	
Science Letter Grade	Quarterly	
Social Studies Letter Grade	Quarterly	
Days Enrolled	Quarterly	
Days in Attendance	Quarterly	
ELA Course Failures	Yearly	
Math Course Failures	Yearly	
Count of Out-of-School Suspensions	Quarterly	
MAP Exam Scores in Math & ELA	Quarterly	
State Math Assessment Proficiency Level	Annually	
State Math Assessment Scale Score	Annually	
State Math Assessment Exemption Code (if not tested)	Annually	
State ELA Assessment Proficiency Level	Annually	
State ELA Assessment Scale Score	Annually	
State ELA Assessment Exemption Code (if not tested)	Annually	
Regents Algebra I Proficiency Level & Scale Score	Annually	
Regents English Proficiency Level & Scale Score	Annually	
Regents Geometry Proficiency Level & Scale Score	Annually	
Regents Algebra 2 Proficiency Level & Scale Score	Annually	
Regents US History Proficiency Level & Scale Score	Annually	
Regents Global History Proficiency Level & Scale Score	Annually	
Regents Chemistry Proficiency Level & Scale Score	Annually	
Regents Earth Science Proficiency Level & Scale Score	Annually	
Regents Living Environment Proficiency Level & Scale Score	Annually	
Regents Physics Proficiency Level & Scale Score	Annually	
Regents Language Other than English Proficiency Level & Scale Score	Annually	
High School Attendance Records	Annually	
High School Suspension Records	Annually	
High School graduation status	Annually	

Provided that YPS consents and executes data sharing agreements with each of the entities listed below, de-identified student-level row data will be shared with Bank Street College, Double Line Inc., the data sharing partner identified by the Foundation to ensure secure data sharing, and Mathematica, the

Foundation-identified summative evaluation partner. Double Line Inc. and Mathematica will facilitate sharing of data in aggregate form using appropriate suppression methods to the Foundation, as well as Foundation-identified partners including the American Institutes of Research (AIR), RAND Corporation, the Center for Public Research and Leadership (CPRL) at Columbia University, Catalyst Ed, and Partners in Network Improvement. It is expressly agreed by the parties that no data will be shared without YPS' prior written consent to proceed.

In addition to the data specified above, BSC will collect data from teachers to monitor outcomes of their PDSA cycles. This data includes, but is not limited to, exit tickets, student work artifacts, formative assessment collection, weekly attendance data, and behavior logs. BSC will also conduct interviews with and administer surveys to teachers, students, and district leaders, and conduct job-embedded professional development and observations of teacher practice.

C. BSC RESPONSIBILITIES

BSC staff serve as a hub for the YPS NSI. Specifically, YPS NSI will:

- Partner with the district and school teams to develop their continuous improvement capacity and support district and school teams to engage in PDSA cycles to achieve network goals
- Provide coaching and content expertise around continuous improvement and 8th grade on-track indicators to all participating school teams
- Support school teams in developing systems to gather progress data at key points in the year and use this data to guide learning
- Establish, design and facilitate on-going network structures to support continuous improvement work at each layer of the system, engage in professional learning, and implement regular PDSA cycles.
- Convene the YPS NSI both in person and virtually to build connections across the network, share resources, and accelerate collective learning
- Curate key findings and practices that support 8th grade on-track for YPS NSI members and external audiences
- Administer sub-grant awards totaling \$2,266,295 over 60 months as outlined in subaward budget
- Partner with YPS to conduct PDSA cycles in 23 schools and with the district team to test change ideas related to the district's theory of improvement
- Engage in monthly strategic planning calls with the YPS district team to provide status updates, progress monitor, and adjust/plan accordingly
- Provide content expertise around continuous improvement structures, teacher leadership and teaming, mathematics, diversity, equity and inclusion (DEI), and internal coherence
- Facilitate introductions between YPS and other technical assistance providers as needed
- Facilitate collaboration and share learnings within schools in the YPS NSI via regular, ongoing online community discussions and in-person opportunities
- Implement a gradual-release model over the 60 month grant that provides more intensive support for all participants in the first 36 months of the grant and more intensive support for designated teacher leaders in the final 24 months of the grant

Additionally, both YPS and BSC will work together to achieve the objectives, which are outlined below and are documented in the district plan (see Appendix A).

D. OBJECTIVES FOR THE PROJECT

1. Establish school teams consisting of teachers and school leaders at 23 participating

Yonkers schools focused on increasing the percentage of 6th-8th grade students, particularly those who are Black, Latinx, and/or low income, who are on track for success in high school by the end of 8th grade.

2. Lead district and school teams to use continuous improvement methods to identify root causes and change ideas to address the problem of practice.
3. Increase the capacity of teacher teams to select and implement evidence-based interventions that will address the root cause of current inequitable math outcomes.
4. Increase the capacity of teacher teams to use student-level data to monitor the effectiveness of change ideas.
5. Increase the capacity of the district team and school leaders to create the conditions for continuous improvement methodologies to take root and scale.
6. Increase the capacity of teacher, school, and district leaders in the areas of diversity, equity, and inclusion (DEI), and high-quality mathematics instruction.
7. Increase high school readiness rates as measured by students' course grades, state test scores, suspension rates, and attendance rates.
8. Create and sustain a network that allows teachers to actively learn from one another's research and inquiry-based practice.

IV. COMMUNICATIONS AND PUBLICITY

- A. YPS and BSC intend to communicate regularly with each other to coordinate their efforts under this Memorandum via phone, email, videoconference, and meetings.
- B. For purposes of the work performed under this Memorandum, YPS and BSC will be represented by the persons holding or acting in the following positions. Each will coordinate the work and efforts of their respective institutions in collaboration with their colleagues at their respective institutions:
 - **For YPS:** Dr. Edwin Quezada, Superintendent
Dr. Andrea Coddett, Deputy Superintendent
Dr. Christopher Macaluso, Executive Director of Professional Development
 - **For BSC:** Tracy Fray-Oliver, Deputy Executive Director
Rachel Bello, Director of Learning Strategy
Tarima Levine, Senior Director of Content Development
Erin Hellmann, Data & Implementation Specialist
Pamela Lee, Associate Director of Strategy & Implementation
- C. YPS must obtain BSC's and/or the Foundation's written approval before (a) issuing a press release

or other public announcement regarding this grant; and (b) any other public use of BSC's and/or the Foundation's name or logo. Please email any of the names above from BSC to request permission. BSC must obtain YPS' written approval before a) issuing a press release or other public announcement regarding this grant and b) any other public use of YPS' name and/or logo.

- D.** Bank Street holds all rights to intellectual property developed over the course of this project and YPS agrees not to claim ownership in such work product at any time prior to or after the completion and delivery of work from Bank Street.

V. BUDGET

BSC will provide sub-grants to Yonkers Public Schools on the below timeline over the 60 month duration of the grant:

- Period 1: January 2020 to June 2020: \$93, 960
- Period 2: July 2020 to June 2021: \$673, 400
- Period 3: July 2021 to June 2022: \$623, 560
- Period 4: July 2022 to June 2023: \$483, 750
- Period 5: July 2023 to December 2024: \$391, 625

These funds are designated for personnel, per diem, and other direct costs and require financial reporting to the Bill and Melinda Gates Foundation.

VI. TERMS OF PAYMENT

The payment schedule below is contingent upon funding awarded to BSC from the Bill and Melinda Gates Foundation:

- The first installment, equal to \$93,960, is payable immediately upon full execution of this agreement.
- The following payments will be executed on the first day of the first month of the period contingent upon budgeting documentation submitted to Bank Street and the Foundation, the sharing of student-level data, and maintenance of the twenty-three-school network.

VII. CONFIDENTIALITY CLAUSE

BSC understands that in performing this Agreement it may have access to confidential information in possession of the School District, including but not limited to student information, including student names and other protected information. It is agreed that the definition of confidential information for purposes of this Agreement includes all documentary, electronic or oral information made known to BSC by Yonkers Public Schools through any activity related to this Agreement. BSC agrees not to reveal any confidential information received from Yonkers Public Schools or generated pursuant to this Agreement to any third party and understands that any such disclosure shall be considered a breach of this Agreement. BSC agrees that if it receives a subpoena for divulgence of confidential information, it shall notify Yonkers Public Schools prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement.

VII. RELATIONSHIP OF PARTIES

Nothing contained in this Understanding shall authorize, empower, or constitute either party as the agent of the other; authorize or empower either party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other party; or authorize or empower either party in any manner to make any representation, warrant, covenant, agreement, or commitment on behalf of the other; without the express written consent of the other party.

Signed May , 2020

YONKERS PUBLIC SCHOOLS

BANK STREET COLLEGE OF EDUCATION

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: