

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIANA STATE BOARD OF EDUCATION
AND
DEPARTMENT OF EDUCATION
FOR SERVICES
EDS# BU1-5-0007**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2015, between the Indiana State Board of Education (“SBOE”) and the Indiana Department of Education (“IDOE”).

WHEREAS Indiana Code § 20-19-3-1 establishes the Indiana Department of Education, and Indiana Code § 20-19-3-2 provides that the Superintendent of Public Instruction is the director of IDOE.

WHEREAS Indiana Code 20-31-9-3 and 511 IAC 6.2-8-2 jointly provides that if, in the third year after initial placement in the lowest category or designation, a school still remains in the lowest category or designation, the SBOE shall establish and assign an expert team to conduct a quality review of the school in order to assist the school in revising the school's plan and to recommend changes in the school that will promote improvement, including the reallocation of resources or requests for technical assistance.

WHEREAS, IDOE has professional employees and legal counsel on staff that possess the ability to conduct quality reviews for the SBOE.

NOW, THEREFORE, IT IS AGREED as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representatives of the IDOE and the SBOE, and shall remain in effect until the sooner of _____, or being terminated by the IDOE or the SBOE pursuant to Paragraph IV herein.

II. REQUIRED TASKS UNDER THE AGREEMENT

1. The IDOE and SBOE staff will collaborate to recruit individuals to serve on school qualify review (“SQR”) teams;
2. The IDOE will make arrangements with schools and schedule times to conduct review;

3. As part of the SQR, the IDOE will:
 - a. conduct classroom observations;
 - b. interview all school staff
 - c. interview students
 - d. interview community members and parents
 - e. interview principals and superintendents
4. The IDOE will arrange for lodging accommodations, including meeting space for SQR team;
5. The IDOE may work with a partner to provide training for evaluators;
6. The IDOE will provide all necessary supplies for the SQR team;
7. The IDOE will collect reports from all team members and compile them into a final report;
8. The IDOE will contact schools post-review and provide a final report to be incorporated into each school's improvement plan;
9. The IDOE will review schools' SIP to ensure focus areas identified through SQR are addressed;
10. The IDOE will monitor schools' post-SQR for fulfillment of focus areas;
11. The SBOE will reimburse a maximum of 4 IDOE staff members per SQR team and a maximum of 4 non-IDOE members per SQR team for reasonable travel and lodging expenses. Said reimbursable travel and lodging expenses concerning IDOE staff members shall be made via journal for the accounts related to the expenses incurred by the IDOE in the discharge its duties under the Agreement.
12. The SBOE will reimburse the IDOE for the reasonable cost of booking conference rooms for the SQR teams conducting reviews outside of Indianapolis so the teams have a meeting place to deliberate and discuss the SQRs.
13. All SQR members shall adhere to the July 1, 2014 Indiana Department of Administration State Travel Policies and Procedures rules; and
14. The IDOE will provide regular updates on the progress of the SQRs when requested by the Board or Board staff.

15. IDOE will provide a final report to the SBOE for each school reviewed. With the exception of one SQR, all SQRs will be completed and the IDOE will prepare a final report to the SBOE no later than May 27, 2015. The remaining SQR will be completed on or about May 22, 2015 and the IDOE will prepare a report to the SBOE for that review no later than June 24, 2015, the deadline on which all agenda item materials must be submitted to the SBOE.

III. SCOPE OF AGREEMENT

1. This Agreement incorporates all the understandings between the IDOE and the SBOE concerning the subject matter hereof. No prior Agreement, verbal representations, or understandings shall be valid or enforceable unless embodied in this Agreement.

IV. TERMINATION OF AGREEMENT

1. This Agreement may be terminated by the IDOE or the SBOE, upon written notice delivered to the other not less than fourteen (14) days prior to the intended termination date. Termination of the agreement does not discharge the SBOE's responsibility to reimburse the IDOE for any fee, salary or expense incurred in the discharge of the IDOE's duties under this Agreement.

2. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriate or otherwise available to support continuation of performance shall be final and conclusive.

V. DISPUTE RESOLUTION

All disputes resulting from this MOU shall be presented by the complaining agency in writing to the other. Unless otherwise indicated, such correspondence shall be delivered to the individual who signed this MOU. The parties shall attempt to resolve the dispute amongst themselves. If internal attempts are unsuccessful, the parties shall take the dispute to IDOA, who shall have final authority to resolve the dispute under this MOU.

INDIANA STATE BOARD OF EDUCATION INDIANA DEPARTMENT OF EDUCATION

Executed by:

Executed by:

Robert G. Guffin, Executive Director of the
State Board of Education.

(for) Superintendent of Public Instruction,
Glenda Ritz

Date: _____

Date: _____

Approved by State Budget Agency

By: _____
Brian E. Bailey, Director

Date: _____