



Crowley ISD and Relay Graduate School of Education  
**Memorandum of Understanding - SY 2023 - 2024**

This Memorandum of Understanding (MOU) is entered into by and between the following entities: Crowley ISD (“Partner”) and Relay Graduate School of Education (“Relay”) (each a “Party” and collectively the “Parties”).

Partner and Relay propose to enter into a partnership in which Relay [enrolls, engages and supports a mutually agreed upon number of school leaders from Partner by conducting in-person school site visits, coaching, and/or professional development sessions throughout the 2023-2024 school year and participating in the Relay Regional Instructional Leadership Support program.

This agreement shall become effective on the date of signing and shall continue through **May 31, 2024**. This agreement outlines the scope of work and delineates the roles and responsibilities of each party.

**I. Regional Support Model & Services**

Relay will commit to providing support to the regional leader and participating schools. Regional leaders and leaders in schools outside of the participating schools list above may be included in support activities when agreed to by Relay and the regional point of contact.

**Table 1**

| Item | Services and Timeline   | Audience                                    | Cost  |
|------|---|---|---|
| 1C   | <p><b>Instructional Leadership Refresh Workshops, Fall 2023</b><br/> <i>Serves the purpose of refreshing core content for focus leaders receiving regional support coaching</i></p> <p><i>Proposed Content</i></p> <ul style="list-style-type: none"> <li>Weekly Data Meetings</li> </ul> <p>Fees include the following:</p> <ul style="list-style-type: none"> <li>Facilitator fee + travel</li> <li>Licensing fees</li> <li>Course materials</li> <li>On the ground operations support (only for sessions of 100+)</li> </ul> <p>Partner must provide:</p> <ul style="list-style-type: none"> <li>Venue</li> <li>Food and beverage</li> </ul> | 30 participants from the Focus Schools (1B) | <p>25-49 ppl: \$550/person</p> <p>50-99 ppl:\$500/person</p> <p>100-149 ppl:\$400/person</p> <p>150-200 ppl: \$350/person</p> <p>200+ ppl: \$300/person</p> |
| 1D   | <p><b>Professional Development, Focus Leaders</b><br/> <i>Serves the purpose of building on learning from introductory session in Summer/Fall</i></p>   | 26 participants from the Focus Schools (1B) | 25-49 ppl: \$550/person   |



|    |   |  |  |
|----|---|--|--|
|    | <p><i>leaders for focus leaders receiving regional support coaching</i></p> <p><i>Proposed Content</i></p> <ul style="list-style-type: none"> <li>● 2, 0.5 day sessions to follow up on Fall Learning</li> </ul> <p>Fees include the following:</p> <ul style="list-style-type: none"> <li>● Facilitator fee + travel</li> <li>● Licensing fees</li> <li>● Course materials</li> <li>● On the ground operations support (only for sessions of 100+)</li> </ul> <p>Partner must provide:</p> <ul style="list-style-type: none"> <li>● Venue</li> <li>● Food and beverage</li> </ul> <p><i>Note: Participants must attend both sessions in the sequence</i></p> |  | <p>50-99 ppl:\$500/person</p> <p>100-149 ppl:\$400/person</p> <p>150-200 ppl: \$350/person</p> <p>200+ ppl: \$300/person</p> |
| 1E | <p><b>Program Administration Fee</b></p> <p><i>Services</i></p> <ul style="list-style-type: none"> <li>● Relay staff time for coach coordination and management</li> <li>● Cross school data review and strategic planning</li> </ul>   |  | <p>\$18,000</p>  |

**Cost Roll-Up**

| Line Item | Service and Assumptions  | Fee   |
|-----------|--|---|
| 1C        | <p><b>Refresh Workshops</b></p> <ul style="list-style-type: none"> <li>● Content is offered 2x, 1x in Summer and 1x in Fall</li> <li>● Total 30 participants                             <ul style="list-style-type: none"> <li>○ 4 PD Team Members</li> <li>○ 26 members of focus schools</li> </ul> </li> <li>● Fee: \$500/person for 2 offerings of the same session</li> </ul> | <p><b>\$16,500</b></p> <p><i>\$550/seat x 30 people</i></p> |



|              |  |  |
|--------------|--|--|
| 1D           | <b>Professional Development, Focus Schools</b> <ul style="list-style-type: none"> <li>● 2, 0.5 day sessions; all leaders must attend both sessions</li> <li>● Content TBD</li> </ul> | <b>\$14,300</b><br><br><i>\$550/seat x 26 people</i> |
| 1E           | <b>Program Admin Fee</b>   | <b>\$18,000</b>                                      |
| <b>Total</b> |  | <b>\$48,800</b>                                      |

**Services Notes:**

**Conditions for Success**

The following conditions will ensure a successful partnership.

1. Identification of a leader within Crowley ISD to serve as the main point of contact for Relay GSE in order to:
  - Select leaders and coordinate selection of focus schools
  - Work directly with a representative of the Teacher Professional Education team to schedule and coordinate session selection , and rostering
  - Work with district leadership to hold all participating leaders accountable to:
    - 100% attendance at all scheduled activities
    - Strong engagement during sessions/site visits
    - Strong effort to implement action steps
    - Timely submission of Relay deliverables including, but not limited to: school calendars, PD plans, video submissions, strategic plans/playbooks
2. The Crowley ISD point of contact and Relay GSE collaborate to select focus schools based on their ability to commit to implement key features of the Relay playbook:
  - Ability to observe teachers and principals and provide feedback
  - The use of high-quality, standards-aligned interim assessments that are common across at least a subset of schools in order to anchor collaboration around DDI content
  - Timely access to interim assessment data with support from network office
3. **For Relay School and Systems Level Coaching**
  - All supervisors must be NPSA trained; coaching may be concurrent to NPSA enrollment
  - For year 1, all focus schools must have at least an introduction to WDM and Observation and Feedback via the spring workshops and the enroll in NPAF in Summer 2024
4. **Highly Engage Principal Supervisors** from the highest performing districts we’ve worked with share a set of characteristics:



- o Have willingness and capacity to be developed as instructional leaders
- o Strong critical thinkers who can creatively problem solve implementation challenges and work within their current system
- o Demonstrated track record of building strong systems
- o Capacity to take on the following responsibilities:
  - i. Ability to attend all school based visits
  - ii. Willingness to support principals to implement the action steps that come out of coaching visits
  - iii. Ability to participate in artifact review and collaborate around PD design
  - iv. Willingness to hold principals accountable

## 5. Teacher Professional Education requirements and agreements

- The Crowley ISD Point of contact agrees to provide the following operational supports for the PD:
  - Ensuring computer access, strong internet and video conferencing capability for all participants.
  - Ensuring that all participants **join in separate spaces** with headphones to ensure the best audio quality (participants should not be together in a room unless the room is equipped with conference room technology, and Relay is notified in advance). If completely separate spaces are not feasible in your building, we recommend that no more than 3 participants share the same room and that they spread out as much as possible to avoid echos and feedback.
  - Point of contact will provide a finalized attendance roster two weeks before the session with names, emails and role. If point of contact fails to provide a roster by this date, Relay reserves the right to reschedule a session for a later date subject to a 50% reschedule fee.

Upon execution of this agreement, Relay and Partner point of contact will work to co-create a calendar of supports, to be finalized no later than August 1, 2023.

### II. Program Costs

Partner agrees to pay \$153,800 for the services listed in Section I. Partner will pay this amount on or before August 31st, 2023. Relay will provide an invoice no later than fifteen (15) business days after this fully-executed agreement is returned to Relay.

### III. Non-Reduction of Seats and Workshops; No Refunds for Unfilled Seats

Partner acknowledges and agrees that Relay will not provide refunds for any unused seats related to the programs in this MOU. Once the MOU is signed, Relay will not reduce the number of seats, the number of workshops, or the total cost billed. This includes adjustments for reserved but unfilled seats and participants who withdraw or are dismissed from the program. Partner is liable to pay the total amount for all reserved seats, even if some remain unfilled. Relay also has the right to fill any vacant seats with more participants at its discretion.

Please initial to acknowledge and agree to Section III terms: \_\_\_\_\_



#### **IV. Leadership Programs: Selection of Program Participants**

Partner will provide a contact person for all communications prior to and during the fellowship year.

Recommended participants from Partner must hold full-time leadership positions that include managing and coaching teachers or leaders on instructional practices such that they are able to meet fieldwork requirements.

Once selected by Partner, participants must complete the Relay online enrollment form and register for the Summer Intensive. Partner will work with local participants to ensure their understanding of their commitment to responsibilities for program attendance and fieldwork.

Participant rosters are due to Relay no later than **Monday, August 1st, 2023**.

#### **V. SY23-24 Modality**

We recognize that the spread of COVID-19 makes planning for travel unpredictable and that information can change rapidly. Relay is committed to the health and well-being of its participants, faculty, and staff and to supporting school leaders throughout the school year. Relay faculty are prepared to lead all instruction via remote learning in the event we are unable to safely hold in-person sessions due to ongoing restrictions on travel or mass gatherings.

Relay will monitor local, state, and federal guidance regarding travel and gatherings and communicate any changes to in-person sessions no later than 6 weeks prior to sessions.

While participant transfers are strongly discouraged, Partner may encounter a scenario in which a participant is no longer able to receive coaching and support and may wish to provide support to another, equally qualified participant. Partner may replace a participant selected for the program with an equally qualified participant at any time during the school year with written notice to Relay.

Partner will commit to sending a draft participant list to Relay no later than June 1, 2023 and a final participant list no later than 10 business days prior to the first coaching activity on August 1, 2023.

#### **VI. Selection of Participants and Commitments**

Partner will work with Relay to identify a targeted group of participants from their respective organization who will participate in this intensive regional support program. Partner will provide a contact person for all communications prior to and during the school year. The selected staff member will serve as the main point of collaboration and contact for Relay faculty.

Participants from Partner must hold full-time leadership positions that include coaching teachers or leaders on instructional and cultural practices such that they are able to meet fieldwork requirements.

Once selected by Partner, participants must commit to:

- Selecting school leaders and schools, who are either current or past participants in the Partner fellowship program, to serve as focus schools for coaching and support. The leaders of the focus schools must be an alumnus/alumna of the National Principals Academy Fellowship (NPAF/NPSA) program, the Instructional Leadership PD (ILPD program) or must currently be enrolled in Relay leadership programming.



- Partner confirms that every school and school leader have the following prerequisite conditions for coaching:
  - Partner’s systems and organized labor contracts allow for frequent, informal observations of teachers, and for coaching debrief meetings
  - Common interim assessments in both math and ELA, or willingness to build an assessment system
  - Regional commitment to partnering with Relay faculty in order to ensure participants provide to Relay key instructional and coaching deliverables including:
    - Calendars
    - PD plans
    - Video submissions
    - Culture plans/rubrics
    - Dashboard creation and regular progress monitoring
    - Pre- and post-work for individualized coaching, site visits, and practice labs

This program is neither credit-bearing nor degree-bearing. Participants are not enrolled students at Relay. The program does not lead to any certification or licensure. Upon participant request, Relay will furnish a letter attesting to the number of hours a participant has attended at the end of each term.

#### **VII. District & School Data**

Partner agrees to share PK-12 student test data with Relay annually, as required for the evaluation of the implementation and outcomes of the programs covered by this MOU, and will comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) when sharing the information. Data on Relay participants in these programs will be provided for each year that the participant is employed by the Partner, even if the participant withdraws or is dismissed from the program.

Partner will provide annual aggregate data at the school-, grade-, and subject-level for each school in which program participants are employed. These data will include the distribution of student performance on state student achievement tests by level (e.g., percentage of students deemed proficient or advanced) and the average scaled score.

Relay agrees that all data collected will be stripped of individually identifiable information as consistent with applicable state and federal laws and will not be shared externally except in aggregate. Relay’s use of the data will be consistent with FERPA and applicable state laws.

#### **VIII. School Leadership Alignment**

Partner understands and acknowledges the policies outlined in the School Leadership Alignment (see Appendix).

#### **IX. Video Recording**

Classroom and other in-school videos provide a valuable tool for supporting leader development, and Relay assignments and assessments may require or encourage the use of video. Partner agrees that participants may film within their schools for instructional purposes, and Partner will support participants in obtaining applicable media consent if necessary.

#### **X. Miscellaneous Provisions**

##### Intellectual Property



Partner acknowledges and agrees that Relay shall be the sole and exclusive owner of all programs under this Agreement and any other inventions, works or other materials that are created, conceived or reduced to practice by Relay in connection with the this Agreement, together with all intellectual property rights embodied therein (collectively, the “Relay IP”).

Except as otherwise set forth in this Agreement, the school and its teachers and students shall not have any ownership, license or other interest in any Relay IP. Relay hereby grants the school and its leaders and teachers a limited and non-exclusive license to use the Relay IP solely for non-commercial and educational use while enrolled in the Programs under this agreement.

#### Modifications and Waivers

No provision of this MOU shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement or provision of this MOU or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of Services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

#### Entire Agreement

No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this MOU have been made or entered into by either Party with respect to the subject matter of this MOU. This MOU contains the entire understanding of the Parties with respect to the subject matter hereof.

#### Confidentiality

The Parties acknowledge that, during the term of this MOU, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending Partner schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this MOU and information protected by federal, state and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this MOU. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

#### Indemnity

To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless each other, and their respective successors, assigns, trustees, directors, officers, employees, agents and students from and against all actions, causes of action, claim, losses, and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of services under this MOU, except as to those acts, errors and omissions that are due to the sole negligence of the party to be indemnified.

#### Severability



If any term or provision of this MOU is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part shall be stricken from this MOU, and such provision shall not affect the legality, enforceability or validity of the remainder of this MOU. If any provision or part thereof of this MOU is stricken in accordance with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as legally possible.

#### Non-Assignment

Neither this MOU nor any of the rights, interests or obligations under this MOU shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.

#### Construction

The headings of sections contained in this MOU are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU.

#### Governing Law and Venue

This MOU shall be construed and enforced in accordance with the substantive laws of the State of New York applicable to agreements made and wholly to be performed in the State of New York without recourse to any principles of choice of laws; and the federal and state courts located in New York County shall have sole and exclusive jurisdiction to construe and enforce the MOU.

#### Compliance with the Law

Partner and Relay shall comply with the applicable federal, state and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.

#### Dispute Resolution

Any dispute or controversy between the Partner and Relay arising out of or in connection with this MOU can be resolved through binding arbitration by the agreement of the Parties instead of litigation. The Parties will commence the arbitration through the general Arbitration Rules of the American Arbitration Association then in effect (the "Rules") in New York County or, at the agreement of the Parties, a similar dispute resolution company. The Parties shall share the cost of arbitration and each Party shall be responsible for their respective lawyers' fees and costs. Notwithstanding the foregoing sentence, the Parties mutually agree that they shall, before commencing any arbitration or litigation, disclose the facts and matters relevant to the subject matter of such dispute, claim or controversy to the other Party and endeavor in good faith to discuss the matter and seek a mutual resolution among the Parties so as to avoid an adversarial proceeding. Each Party shall identify a person who is to be notified in the event of a dispute and who shall be responsible for seeking to comply with the intent of this provision.

#### Termination





Either Party may terminate this MOU, effective immediately upon written notice to the other Party, if the other Party materially breaches this MOU, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other Party does not cure such breach within ten business days after receipt of written notice of such breach. If a Party terminates per this provision, payment obligations remain due for services already performed.

#### Notices

Any notice, demand, or other communication required or permitted to be given under this MOU shall be in writing and shall be delivered to an appropriate representative. Both parties agree to the roles and responsibilities as outlined in this MOU and agree that the collaboration outlined within are critical to developing and implementing a successful school leadership program. This MOU shall be effective upon the signatures of both parties and will be in force from signing until **May 31, 2024**. Both parties indicate agreement with this MOU by their signatures below.



| Relay Graduate School of Education   | Partner   |
|--|---|
| <hr/> <b>Signature</b>   | <hr/> <b>Signature</b>  |
| <p style="text-align: center;">Mayme Hostetter</p> <hr/> <b>Print Name</b> | <p style="text-align: center;">Leon Fisher</p> <hr/> <b>Print Name</b>        |
| <p style="text-align: center;">President</p> <hr/> <b>Title</b>            | <p style="text-align: center;">Chief Financial Officer</p> <hr/> <b>Title</b> |
| <hr/> <b>Date</b>  | <hr/> <b>Date</b>   |



## APPENDIX

### School Leadership Alignment

There are three fundamental areas of alignment required between Relay and Partner to ensure successful outcomes in the program:

#### 1. *Instructional Alignment and Infrastructure*

The district or organization and specific school have or will have within the school year systems that are aligned around core instructional levers of the program (observation and feedback of teachers; data-driven instruction; student culture systems and routines; leading adult professional development; building a strong staff culture). Specifically, Relay requires:

- All participants must use an electronic observation and feedback tracker that enables leaders to track observations, identify action steps, and see trends across multiple observations. Relay strongly recommends the adoption of the School Mint platform if a comparable platform is not already in use.
- In the grades for which the leader will be responsible, common, standards-aligned interim assessments that occur at least three times per year, in place by the summer intensive.
- The partner's systems and organized labor contracts allow for frequent, informal observations of teachers and coaching debrief meetings

#### 2. *Partner Leadership Commitment*

The district or organization has leadership commitment at the district and principal manager level to do this work now:

- The district or organization ensures that video can be used in participants' work with teachers (including, but not limited to: video-recording classroom instruction, individual feedback conversations with teachers, data meetings with teachers, and professional development sessions)
- Whether enrolled in the Principal Supervisor program or not, all managers of enrolled Fellows or ILPD participants will hold participants accountable for meeting their commitments to Relay, including attendance at sessions and, for NPAF, timely and successful submission of assessments
- For those enrolled in the Inclusive Schools Leadership Institute, principals or other managers will hold participants accountable for meeting their commitments to Relay including session attendance, timely and successful completion of assessments, participation in individual coaching sessions, and participation in school walkthroughs. Principals or other school leaders also agree to participating in the designated online courses in the fall and spring

#### 3. *Leadership Selection*

The district or organization selects leaders for the program to whom they are committed for the long term. These leaders demonstrate the mindsets required for success as a leader in the program:

- **Continuously Improving Effectiveness:** Has demonstrated openness to feedback with willingness to practice and incorporate feedback to continuously improve.
- **Belief and Personal Responsibility:** Sees it as their personal responsibility as principal to ensure that ALL of their students succeed. Takes ownership of their role as instructional leaders and exhibit a passion for teaching and learning in service of ALL Students. Has a strong practice of self reflection and consistently takes owners over mistakes while remaining solutions oriented **Work**



**Ethic and Relentless Drive:** Has a strong work ethic and is willing to do what it takes to build a strong school system. In particular:

- Demonstrates a willingness to commit the extra time for this program.
- Demonstrates strong critical thinking and a relentless commitment to problem solving implementation challenges