

EMPOWERMENT SCHOOL PERFORMANCE AGREEMENT 2006-2007

Whereas <**Principal Name**>, principal of <**School Name**>, shares the New York City Department of Education's deep commitment to raising student achievement for all children;

Whereas, Empowerment Schools are predicated on the view that our students will benefit when principals have greater authority over the key decisions affecting their school community, including broader authority over educational decisions, greater discretion over their budgets, a significant voice in selecting and evaluating the dedicated administrative team that supports them, and reduced paperwork and reporting requirements; and

Whereas, Empowerment Schools are further predicated on the view that empowerment and accountability are mutually reinforcing values and that, accordingly, these schools will be at the vanguard of a new, thoughtful approach to accountability applicable to all NYC Public schools.

Therefore, the parties enter into this Performance Agreement as set out below:

I. TERM

This performance agreement will be in effect from the 2006-07 school year through the 2009-2010 school year unless terminated or modified as provided for herein.

II. EMPOWERMENT

A summary of the key components of principal empowerment is provided below. Additional details regarding the authority granted to schools and the support provided by the DOE are included in the 2006-2007 Empowerment Schools Reference Guide.

A. Educational Programming

As the leader of an Empowerment School, you are granted authority over key educational decisions in your school, including, but not limited to

- 1) Professional development and instructional support for school staff and administration
- 2) Implementation of the DOE core curriculum or option to propose an alternative for approval
- 3) Implementation of the DOE interim assessment system or the option to propose an alternative for approval
- 4) Summer and extended day programming consistent with all applicable contracts, union agreements, laws, and regulations
- 5) School schedule, including daily and annual school calendar, provided that the school accepts responsibility for funding any additional associated costs
- 6) Instructional support for providing services to ELL and Special Education students, consistent with applicable laws and regulations
- 7) Program development and implementation support including Saturday Prep Academy and Student Intervention
- 8) New teacher mentoring

B. Resource Management

As the leader of an Empowerment School, you are granted additional funding discretion in two ways as detailed below: 1) new discretionary funds 2) eased restrictions on select funds in your existing budget.

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- 1) Additional discretionary funding averaging \$150,000 per school is provided for the 2006-2007 school year. Every school will be given an amount equal to the sum of \$75,000 and a per student allocation based on its enrollment. The precise per-student amount cannot be finalized until the Empowerment School selection process is complete. However for your school that number is currently projected to be approximately \$<New Funds> for the 2006-2007 school year. The DOE anticipates that this funding will continue in subsequent years.
- 2) Approximately \$<Loosened Funds>¹ in your school's existing budget will no longer be restricted for specific uses but instead may be spent in a manner that, in the principal's discretion, best serves the school's educational objectives. The DOE anticipates that this funding will continue in subsequent years.

Empowerment School principals can use both categories of funding to purchase services from the vendor/s of their choice, whether private providers, a university, or the DOE. The procurement process has been simplified in order to facilitate these transactions, as follows:

- 1) Increased procurement card transaction limit for Empowerment Schools from \$2,500 to \$5,000. This amount represents the maximum balance that can be loaded onto the card at any one time, as well as the maximum amount for any single purchase.
- 2) Empowerment schools can purchase up to \$25,000 in services from vendors that do not currently have a vendor contract registered with New York City by following the procurement rules explained in the Reference Guide.

C. Administrative Exemptions

As the leader of an Empowerment School, you are exempt from various requirements, including the following:

- 1) DOE reporting requirements unless requested by the Empowerment Schools Chief Executive or required by law.
- 2) Attendance at DOE meetings or events unless requested by the Empowerment Schools Chief Executive
- 3) Pre-approval requirements for instructional materials purchases
- 4) Select Chancellor's Regulations: Schools may petition the Empowerment School's Chief Executive for waivers

D. Affiliation

As the leader of an Empowerment School, you may affiliate with up to twenty other Empowerment Schools around a common educational focus.

E. Support structure

Empowerment schools will organize into a network of approximately 20 schools. Each network is supported by a dedicated network support team. By agreeing to lead an Empowerment School, you are also able to participate in the selection and evaluation of select staff outside of your school, including the following:

¹ FY 07 budget figures as of 6/2/06—allocations subject to change. Also, schools receiving funding from the Grade 3 Intervention allocation will have additional discretionary funding when this funding is allocated.

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- 1) Participation in the selection and evaluation of the network support team leader
- 2) Evaluation of network support team members

Network schools may elect to reward the members of this team with cash bonuses on the basis of their level of satisfaction. In addition, all Empowerment Schools will be supported by an Integrated Service Center. Please refer to the Reference Guide for more information on the support provided by the network support team and the Integrated Service Center.

III. ACCOUNTABILITY

Empowerment School principals are held accountable for improving student performance, and for other indicators of progress and school management as described below.

A. Meeting Student Achievement Goals

Each year, Empowerment Schools will receive a Progress Report with a grade ranging from “A”-“F” and a Quality Score of “Well Developed”, “Proficient,” or “Undeveloped” based upon an on-site Quality Review. You are responsible for ensuring your school achieves a grade of “A” or “B” on the Progress Report and a “+” (Well developed) or “√” (Proficient) on the Quality Review.

In the summer of 2006, you will receive a Progress Report (without a grade) that will include academic performance targets for the 2006-07 school year. These targets will be set annually by the Office of Accountability based on past performance of your school and similar schools. In future years, your school’s Progress Report grade will be based in part on achieving these targets.

For a detailed explanation of the methodology used to determine these scores, please refer to the Accountability section of the Reference guide.

B. Providing a Safe and Secure Learning Environment

You are responsible for ensuring that all incident reports are accurately reported through the Online Occurrence Reporting System and for maintaining a safe and orderly learning environment.

C. Enrolling Students

You are responsible for complying with all NYCDOE enrollment policies and practices.

D. Demonstrating Fiscal Integrity

You are responsible for expending resources consistent within your allocated budget and applicable categorical funding restrictions. You are also responsible for ensuring your spending complies with contracting and purchasing policies and procedures, including competitive bidding requirements for procurement card purchases.

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E. Complying with Applicable Laws, Regulations, and Policies

You are responsible for ensuring full compliance with all applicable federal, state, and local laws and regulations as well as with applicable union agreements and DOE policies. You must also ensure that documentation required to support revenue claims are complete and timely.

IV. REWARDS AND CONSEQUENCES

To ensure Empowerment Schools are meeting their academic and operational accountabilities, each school will be assessed annually and at the end of the contract term. Informal reviews can happen at any time and may increase in frequency if performance deteriorates. Empowerment Schools are required to meet both academic and non-academic objectives.

With respect to academic performance, Empowerment Schools will be measured based on the Progress Report and Qualitative Reviews organized by the Office of Accountability. Schools that consistently receive a grade of “A” on their Progress Report and “+” (Well developed) or “√” (Proficient) on their Qualitative Review and are otherwise in compliance with this agreement will be eligible for rewards and recognitions, the receipt of additional funding for their school, and an early extension of their performance agreement. Schools that receive a grade of “D” or “F” (or a grade of “C” in three consecutive years) are subject to consequences, including the use of intervention teams, leadership changes (consistent with applicable contracts, laws and or/regulations) or school closure. Subject again to the provisions of applicable contracts and legal requirements, a leadership change would be considered in the event that a school makes little or no progress toward meeting student achievement targets over a period of two years, and the quality reviews reveal little or no capacity to do so. Should the same occur over a two year period with the next principal, school closure will then be considered.

With respect to non-academic performance in the areas of safety, student enrollment, fiscal integrity, or compliance, Empowerment Schools will be measured annually, although the DOE reserves the right to intervene more frequently if necessary. At the end of each year, the DOE will review information relating to the following:

- Maintaining a safe learning environment
- Complying with all DOE enrollment, transfer and discharge policies.
- Spending consistent with your school’s allocated budget
- Complying with procurement laws and procedures
- Reporting data timely and accurately
- Complying with all other applicable laws, contracts and regulations

In addition, you will be asked to certify at least annually that your school has complied with specific laws and regulations. This includes, but is not limited to, requirements for the evaluation and provision of services to students with disabilities and the identification and provision of instructional programming to ELLs.

A material deviation in any of these areas can result in immediate consequences.

The goals outlined in this agreement will also likely be incorporated into your Principal Performance Review to ensure consistency in the evaluation process.

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V. AMENDMENT/CANCELLATION OF AGREEMENT

The terms of this agreement may be amended annually by the Chief Executive in consultation with you to ensure consistency with the goals and objectives of Empowerment Schools. Principals in an Empowerment School who wish to opt out of this performance agreement may petition for permission to opt out by submitting a request in writing to the Chief Executive between July 1 and July 15 of each year. In the event of a leadership transition, Empowerment Schools will retain their status unless they receive permission to opt-out during this “window” period as well. The Department of Education also reserves the right to cancel this performance agreement and remove a school from participation in this program at any time. By signing below you are agreeing to accept the empowerment for accountability value exchange outlined above and to work with your entire school community to leverage its power to improve student achievement.

Please check here to indicate that you have consulted with your school community on your decision to sign this Performance Agreement.

School Name

School Code

Principal Name

Principal Signature

CEO, Empowerment Schools Name

CEO, Empowerment Schools Signature

Date

Date

Chief Accountability Officer Name

Chief Accountability Officer Signature