TEMPLATE MEMORANDUM OF AGREEMENT FOR LOCAL EVALUATOR

*This agreement will be effective for FYXX, July 1, 20XX through June 30, 20XX. The agreement may be terminated at any time by either party with a 30 day notice.*

THIS AGREEMENT is between (INSERT EVALUATOR NAME AND ADDRESS)(hereinafter referred to as the “Evaluator”) and ( INSERT GRANTEE ORGANIZATION NAME AND ADDRESS) (hereinafter referred to as “Program”), and concerns annual evaluations for the X Cohorts, X schools, covered by the existing 21st Century Community Learning Centers (21CCLC) grants. 21CCLC Grants are a part of the federal ESSA in Title IV and are awarded to LEAs who are serving students in a community where free or reduced lunch is 40% (or more) and where gaps exist in reading and math. Research has found that students who participate in out-of-school programs for 30 days or more in a school year demonstrate improved in-school attendance, grades, and behavior.

**Article 1 – Scope of Work**

PROGRAM agrees to:

* Provide oversight to the entire project
* Work with the school and the 21CCLC staff to ensure logistics are met
* Communicate effectively with the Evaluator regarding the events and follow up
* Collect requited federal and state data. The instruments and collection systems that have been identified include:
  + program data, such as enrollment, demographic, attendance, and activity information
  + surveys from parents, students, teachers, and staff at the end of each school year;
  + school records data, including student grades, (INSERT ASSESSMENT TYPE) scores, school attendance, and disciplinary actions at the end of each school year.
* Enter data into the spreadsheet and clearly link student data with an identifier and provide spreadsheet to Evaluator on or before September 20XX
* Enter parent, student, staff, and teachers into the appropriate database
* Assist with the completion and submission of the Annual Report Form (November 30, 20XX, unless granted an extension)
* Review evaluation data for accuracy before it is submitted
* Make public the results of the evaluation by posting on Program’s website

EVALUATOR agrees to:

* Monitor the quality and completeness of requited federal and state data. The instruments and collection systems that have been identified include:
  + program data, such as enrollment, demographic, attendance, and activity information
  + surveys from parents, students, teachers, and staff at the end of each school year;
  + school records data, including student grades, (INSERT ASSESSMENT TYPE) scores, school attendance, and disciplinary actions at the end of each school year.
* Guide the evaluation process, including support developing timelines for data collection, analysis, and reporting that are reflective of grant requirements
* Assist the program with initial implementation. Use local data to guide a performance improvement process, sustainability plan, and communications plan
* Review with program staff the 2lCCLC On-site Monitoring Documentation form
* Analyze data by October 20XX and assist with the completion and submission of the Annual Report Form (due November 30, 20XX, unless granted an extension)
* Collect any additional data requested by the local grantee
* Attend required 21CCLC events, including DE on-site monitoring visits and the Evaluator Training in September
* Assist the 21CCLC Program Director (and staff) in selecting/modifying parent and staff survey forms to ensure measurement for optimal production
* Provide written comments and explanations as to why goals were not met and suggestions for improvement
* Include the URL where the local evaluation will be posted, as required by federal law
* Review evaluation data for accuracy before it is submitted
* Assume responsibility for all errors, mistakes and failure to meet any deadlines if evaluation is performed by an individual who is not listed on this agreement

**Article 2 – Costs, Billings, and Related Expenses:**

The cost of the Evaluator evaluation services for the final report of $X. This amount shall be paid upon receipt of invoice. No more than 4% per cohort grant award can be spent on this annual evaluation.

Travel expenses (including mileage, lodging, and meals) and other operating and incidental expenses will be provided.

**Article 3 – Agreement Modification:**

Changes to the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

**Article 4 – Term and Termination:**

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice of termination. At that time, the Evaluator will give the Program all information it has collected for the evaluation and will invoice the Program only the expenses incurred up to the date of delivery of the notice of termination.

IN WITNESS WHEREOF, both of the parties accept and approve this AGREEMENT,

**(INSERT PROGRAM NAME)**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(INSERT EVALUATOR NAME)**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_