SPECIAL PROVISIONS COOPERATIVE AGREEMENT

Between the

U.S. DEPARTMENT OF EDUCATION AND

VIRGIN ISLANDS DEPARTMENT OF EDUCATION

Date: October 12, 2012 August 6, 2012 PR/Award #: R372A120029

PURPOSE

The purpose of this agreement is to support the Virgin Islands Department of Education in designing, developing, and implementing its longitudinal data system, so as to accomplish, at minimum, the requirements described in the Statewide Longitudinal Data Systems request for applications # NCES-12-01.

SCOPE OF WORK

The work to be performed under this agreement shall be that described in the recipient's application, in accordance with the requirements delineated in the 2012 request for applications. Any subsequent changes in the scope of work must be communicated to the Program Officer and the Grants Officer in writing and approved by the Grants Officer.

ARTICLE I: STATEMENT OF JOINT OBJECTIVES

A. STATEMENT OF NEED

The No Child Left Behind Act of 2001 and State accountability interests require increasingly detailed data and analyses for education decision-making. Meeting these requirements poses challenges to States that do not have the student-level longitudinal data needed to meet reporting and analytical requirements efficiently. Additionally, States, and the districts that provide them with data, have limited staff resources to address multiple, often simultaneous, requests for data from Federal, State, and other stakeholders. Finally, States and districts often lack the technology to support the varied information and analytic needs of their stakeholders. Statewide longitudinal data systems may be the only efficient means of addressing the growing information needs.

B. PROJECT GOALS

The purpose of grants under this program is to enable State educational agencies to design, develop, and implement statewide, longitudinal data systems to efficiently and accurately manage, analyze, disaggregate, and use individual student data.

The long-term goal of the program is to enable all States to create comprehensive P-20 systems that permit the generation and use of accurate and timely data, support analysis and informed decision-making at all levels of the education system, increase the efficiency with which data may be analyzed to support the continuous improvement of education services and outcomes, facilitate research to improve student academic achievement and close achievement gaps, support education accountability systems, and simplify the processes used by State educational agencies to make education data transparent through Federal and public reporting.

C. PROJECT TASKS

The recipient of this grant will be responsible for completing the following tasks over the project period of this Cooperative Agreement:

- 1) The recipient will take part in a performance telephone conference within 90 days of the postaward kick-off call of the grant. This telephone conference will be with the Project Director, a limited number of project personnel responsible for specific parts of the project, and staff of the IES. This telephone conference will clarify performance expectations for the initial year of the project as well as long-term goals. It will include discussion of what the recipient plans to accomplish and how. During the conference, the recipient will clarify or agree to a timeline for clarification of any of the program requirements, described in the NCES-12-01 request for applications, that have been insufficiently addressed in the recipient's application, in order to determine how the recipient will ensure that these requirements will be met (e.g. by developing a plan of action, resolving an identified barrier to accomplishment, identifying sources for needed resources, etc.).
- 2) The recipient will carry out all activities described in the application and any modifications discussed during the performance telephone conference and negotiated within 90 days following the telephone conference. These modifications may include plans and timelines for meeting requirements that were not adequately addressed in the application.
- 3) The recipient will provide IES with ongoing information on its progress in the design, development, implementation, and use of a statewide longitudinal data system. This may include information about plans and timelines for project activities, financial drawdown details, explanation of any problems anticipated or encountered, and anticipated changes in the project.
- 4) The recipient and one additional senior project personnel will take part in a two-day meeting in Washington DC, with other grantees and IES staff, each project year, during which key project personnel will report on the progress and activities of the project as well as share in the form of presentation, discussion, or other similar format with grantees.
- 5) The recipient will cooperate with IES staff, as they conduct no more than one on-site visit per fiscal year (this does not imply that a site visit will necessarily take place every fiscal year).
- 6) The recipient will work with IES to plan dissemination activities and products for the purpose of providing leadership in the area of longitudinal data systems design, development, implementation, maintenance, and use, especially for evaluating programs and improving learning of all students. The recipient will collaborate with IES on developing materials and providing leadership and assistance to other States and LEAs.
- 7) The recipient will participate in a national evaluation to determine the quality of the data contained in, and imported into, statewide longitudinal data systems developed under this grant program, if the Department of Education decides to conduct such an evaluation. The agreement of the recipient to participate in such an evaluation extends to an evaluation conducted after the termination of the State's assistance under this grant program.

- 8) The recipient will comply with applicable student privacy requirements, including applicable requirements of the Family Educational Rights and Privacy Act.
- 9) The recipient will report on state data system progress through the use of the project plan or other official measure as issued by the Department, in order to facilitate the shared understanding of progress on state data system development.

D. BENEFITS / SPECIFIC OUTCOMES

- 1) The recipient will develop and implement proposed needed components of its statewide longitudinal data system, thereby gaining the capacity to (a) comply efficiently with federal, state, and local reporting requirements; (b) engage in or allow research to better understand factors related to student learning; and (c) engage in data-driven decision-making, especially towards improving instructional services, as well as learning and achievement of students.
- 2) The recipient will contribute to the capacity of others to design, develop, implement, maintain, and use statewide longitudinal data systems by making available, for free dissemination to other state education agencies and LEAs, lessons learned and products resulting from the work supported through this grant program, except where such products are proprietary.

ARTICLE II: PROJECT MANAGEMENT PLAN

A. RECIPIENT'S RESPONSIBILITIES

In addition to carrying out the tasks and activities described in the recipient's application, the recipient will:

- 1) Perform the tasks identified in Article I of this agreement.
- 2) Be responsive to IES requests for information about the status of the project, project implementation, financial activity, outcomes, any problems anticipated or encountered, and future plans for its statewide data system.
- 3) Participate in meetings and telephone conferences with IES staff to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, and (c) plans for subsequent years of the statewide longitudinal data system project. Participate in meetings at the recipient's site(s), as requested, and, each year, attend one two-day meeting in Washington, DC with other grantees and IES staff to discuss accomplishments, problems encountered, and possible solutions/improvements.

4) Special provisions:

IES has decided not to award your 2012 grant until July 1st, 2013 due to the request you sent in to delay your start date. The estimated award date of your 2012 grant is July 2013.

Upon the start or your project, the award will be made with the following conditions in place:

- a. Cost-reimbursement
- b. Sustained engagement with the State Support Team
- c. Approval of project plan from ED
- d. Increased monitoring through one monthly telephone call, monthly or quarterly project plan updates, and at least site visit(s)

B. FEDERAL RESPONSIBILITIES

- 1) The Program Officer will, as appropriate, work collaboratively with the recipient in carrying out tasks identified in Article I of this agreement.
- 2) The Program Officer will provide feedback on the recipient's status updates, annual reports, any interim reports, and project plans and products.
- 3) The Program Officer will identify sources of technical assistance for the project, to the extent these are available.
- 4) The Program Officer will facilitate interaction with other officials of the Department as needed to assist the recipient in the development and implementation of the statewide longitudinal data system and its capacity to meet federal reporting requirements.
- 5) The Program Officer is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the agreement amount, terms, or conditions. Any recipient requests for changes shall be submitted in writing directly to the Grants Officer, with a copy to the Program Officer. Requests are not approved until the grantee has received authorization and notification in writing from the Grants Officer.

C. JOINT RESPONSIBILITIES

- 1) The Project Director and the Program Officer will maintain frequent communication to facilitate cooperation under this agreement.
- 2) The Program Officer, in consultation with the Grants Officer, will work with the Project Director to determine a timeline for project updates that will be provided by the Project Director through the course of each project year.

D. GOVERNMENT PROJECT OFFICER

For this cooperative agreement, Dorothyjean Cratty is the Program Officer for the U.S. Department of Education. The Program Officer's contact information is:

National Center for Education Statistics Institute of Education Sciences U.S. Department of Education 1990 K Street, NW, Rm. 9083 Washington, DC 20006-5621

Phone: (202) 502-7443 Fax: (202) 502-7475

E-mail: dorothyjean.cratty@ed.gov

For this cooperative agreement, Leontyne B. Minor is the Grants Officer for the U.S. Department of Education. The Grants Officer's contact information is:

Institute of Education Sciences U.S. Department of Education 555 New Jersey Ave. NW, Room 508c Washington, DC 20208-5501 Phone: (202) 219-2015

Fax: (202) 219-205

E-mail: Leontyne.Minor@ed.gov

ARTICLE III: FINANCIAL REPORTS / PROGRESS REPORTS

A. REPORTS REQUIRED

The recipient shall submit progress and financial reports to the Program Officer and Grants Officer identified in section D of Article II of this agreement, in the quantities and on the due dates shown below.

Reports Required

Type of Report	Number of Copies to Program Officer and Grants Officer	Due Date
Project update	1 hard copy and 1 electronic copy	TBD based on major project
		milestones
Annual report	1 hard copy and 1 electronic copy	TBD based on IES reporting
		cycle.
Final report	2 hard copies and 1 electronic	90 days after the expiration or
	copy	termination of the award

B. QUESTIONS

All questions related to the substantive project activities should be addressed to the Program Officer identified in section D of Article II. Questions related to the budget and business matters should be addressed to the Grants Officer identified in section D of Article II.

C. IDENTIFICATION OF REPORTS AND CORRESPONDENCES

All items must reflect the assigned Virgin Islands Department of Education PR # R372A120029.

Dorothyjean Cratty
Program Officer
National Center for Education Statistics
Institute of Education Sciences
U.S. Department of Education

Randolph Lionel
Project Director
Virgin Islands Department of Education

Leontyne B.uffaloe Minor Director Grants Administration Institute of Education Sciences U.S. Department of Education LaVerne Terry Authorized Representative Virgin Islands Department of Education