

## **Participating LEA Memorandum of Understanding**

### **DEFINITIONS**

**CORE (California Office to Reform Education):** CORE is an organization that seeks to improve student achievement by fostering highly-productive, meaningful collaboration and learning among its ten **Member Districts:** Clovis, Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, Sanger, and Santa Ana Unified. Together these districts serve more than one million Californian students and their families. The CORE board consists of the Superintendents of each member districts.

**Participating LEA:** Any CORE LEA (including, but not limited to CORE districts) agreeing to abide by the principles outlined in the MOU.

### **OVERVIEW**

This Memorandum of Understanding (“MOU”) is entered into by and between CORE and \_\_\_\_\_ (“Participating LEA”), and also represents the Participating LEA’s agreement to abide by the principles outlined and agreed to by the CORE Member Districts, with input from other Participating LEAs. The Participating LEA County-District-School (CDS) code is: \_\_\_\_\_. The purpose of this agreement is to establish a framework of collaboration around continuous school improvement and preparing college and career ready graduates amongst the Member Districts and other Participating LEAs, as well to as articulate specific LEA roles and responsibilities in support of the approved Request for Flexibility application submitted by CORE. By signing this MOU, the Participating LEAs agree to be held responsible to the U.S. Department of Education (ED) for fulfilling the commitments outlined in Exhibit I of this document with support from CORE.

### **I. SCOPE OF WORK**

Exhibit I, the Preliminary Scope of Work, indicates the Participating LEA is agreeing to implement CORE’s proposed reform plans (in Exhibit I).

### **II. PROJECT ADMINISTRATION**

#### **A. DISTRICT/LEA RESPONSIBILITIES**

Member Districts and Participating LEAs will implement the following tasks and activities described in the CORE Flexibility Request in full cooperation with CORE staff:

1. Participating LEAs agree to implement the Common Core State Standards, the School Quality Improvement System, and teacher and principal evaluation systems aligned to CORE Waiver requirements
2. All LEAs will provide, in a timely manner, all required reports, data, and evidence regarding progress in implementing the plans contained throughout this request
3. All LEAs will participate in meetings and communications as set by CORE staff

#### **B. CORE STAFF RESPONSIBILITIES**

In assisting Participating LEAs in implementing their tasks and activities described in the CORE Flexibility Request, CORE staff shall:

1. Facilitate meetings and set communication guidelines to enable LEAs to share progress made towards improvement plans
2. Contract with 3<sup>rd</sup> party vendors as directed by the CORE Board of Directors (e.g. 3<sup>rd</sup> party data aggregators.)

3. Facilitate the creation of the School Quality Improvement System Oversight Panel, prior to the first meeting in January 2014. (As described in the overview narrative)

### **III. MODIFICATIONS**

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties to this MOU, and in consultation with the CORE Board of Directors.

### **IV. DURATION/TERMINATION**

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if the CORE Request for Flexibility is approved, ending upon the Flexibility Request period, or upon written, duly authorized mutual agreement of the parties, whichever occurs first.

The Memorandum of Understanding may also be terminated by the CORE Board of Directors in the event of non-compliance.

LEAs may choose to terminate their participation in the CORE Request for Flexibility following presenting the CORE Board and USED with a written intent to terminate.

## VI. SIGNATURES

**Participating LEA Superintendent** (or equivalent authorized signatory) - required:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**Please print the name, title and email address of the individual submitting the MOU document:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

### **Exhibit I: PRELIMINARY SCOPE OF WORK**

The LEA agrees to fully participate in implementing the following portions of the CORE Plan:

#### **1. College and Career-Ready Expectations**

##### **A. Adopt college- and career-ready standards**

- i. LEA reaffirms that it has adopted the Common Core State Standards (CCSS)

##### **B. Transition to college- and career-ready standards**

- i. LEA will develop and implement instructional plans, which include necessary pedagogical shifts and learning targets for engaging all students to master all standards (with additional attention to English Language Learners and students with disabilities), with full implementation in 2013-2014
- ii. LEA may pilot CORE Member District (or locally) developed performance tasks aligned to the CCSS content and Smarter Balanced Assessment Consortium (SBAC). LEA will develop professional development plans for all teachers aligned to CCSS and SBAC (All CORE-Member designed, developed and archived PD shall be available for all Participating LEAs)
- iii. LEA will engage all teacher leaders in CCSS and SBAC based professional development for preparation of CCSS implementation

##### **C. Develop and administer annual, aligned, high-quality assessments that measure students growth**

- i. LEA will commit to adopting SBAC or Assessments once STAR sunsets in the 2014-2015 school year

LEA will agree to administer no later than the 2014–2015 school year alternate assessments based on grade-level academic achievement standards for students currently tested under the California Modified Assessment (CMA) that are aligned with the LEA’s college- and career-ready standards (timed to coincide with the introduction of SBAC). Students with the most significant cognitive disabilities will continue to be tested under California Alternate Performance Assessment (CAPA).

## **2. Recognition, Accountability, and Support**

### **A. Develop and implement a consortium-based system of differentiated recognition, accountability, and support**

- i. LEA agrees to report all CORE requested data for schools and the LEA overall by the ESEA subgroups, including: ESEA racial subgroups, students in poverty, students with disabilities, and English language learner students for any ESEA subgroup with an N size greater than 20.
- ii. LEA agrees to enter into partnership with CORE and a CORE-selected external data aggregator, including by sharing all CORE requested data and signing a data sharing agreement. LEA also agrees to the following:
  1. LEA must share all CORE requested data with external data aggregator on the annual deadline set between CORE and the external data aggregator
  2. LEA will have a 45 day grace period in which to resolve any outstanding data issues flagged by the external data aggregator
  3. The CORE Board will vote on sharing Waiver-specific data externally on an as-needed basis
- iii. LEA agrees to adopt the School Quality Improvement System (i.e., CORE Waiver accountability model). LEA may use additional measures for local, formative purposes, but each Participating LEAs will use the same School Quality Improvement System for the purposes of accountability and Annual Measurable Objectives (AMOs)
- iv. LEA agrees to annually publicly report the School Quality Improvement Index which includes a score out of 100% and scores for each subcomponent at the school and LEA level by the ESEA subgroups (this information will also be reported centrally by CORE)
- v. LEA will continue to administer (at a minimum) all state required assessments and any included in the CORE accountability model
- vi. The LEA agrees that the following measurements (at a minimum) will be incorporated into the School Quality Improvement Index:
  1. ELA assessments at every grade level of State administration
  2. Mathematics assessments at every grade level of State administration
  3. Writing assessments at every grade level of State administration
  4. Science assessments at every grade level of State administration

5. History/Social Science at every grade level of State administration
  6. Any State administered subject assessment as new assessments come online (e.g., an assessment associated with Next Generation Science Standards)
  7. 4-, 5- and 6-year cohort graduation rate for high school accountability
  8. Persistence rate to 10<sup>th</sup> grade for middle school accountability
  9. Social and Emotional and Culture and Climate indicators to be determined during School Quality Improvement Index development.
- vii. The LEA will ensure that the assessments used for accountability provide appropriate accommodations for English Learners
  - viii. LEA will include in the School Quality Improvement Index Academic Domain proficiency and growth performance for students with disabilities, including proficiency and growth on alternate assessments based on grade-level academic achievement standards for students currently tested under the California Modified Assessment (CMA) – until SBAC implementation in 2014-2015 - and alternate assessments based on alternate academic achievement standards (e.g., (CAPA) for students with the most significant cognitive disabilities
  - ix. No more than 1% of students will be eligible for inclusion in the School Quality Improvement Index based upon their CAPA score. Prior to SBAC implementation in 2014-2015, no more than 2% of students can be included using the CMA scores. 0% of students can be included using the CMA scores thereafter

**B. Set ambitious but achievable annual measurable objectives**

- i. Participating LEAs will agree to implement the School Quality Improvement Goal (i.e., CORE Waiver AMO target) aligned to the expectation that students will graduate college and career ready. See Waiver narrative for additional detail.
- ii. LEA acknowledges that while rewards and sanctions will be based off the School Quality Improvement System, a school's progress against the current California NCLB Workbook and Academic Performance Index will still be made public by the California Department of Education

**C. LEA developed (CORE facilitation available) interim assessments are recommended in other grades and non-tested subjects as interim formative measures**

**D. Create a system for identifying and incenting Reward schools based on CORE Member District established guidelines**

- i. Using LEA data, CORE will identify and report to the LEA reward schools based on schools' overall performance on the School Quality Improvement Index score in two categories:
  1. Highest- Performing, recognizing the highest achieving schools (and those that have met their CORE Waiver AMO) for performance of all students and ESEA subgroups

2. Highest-Progress, recognizing schools that have made the greatest strides towards improving student achievement for all students and ESEA subgroups
- ii. Participating LEAs and CORE will report to the public lists of reward schools in two categories based on the School Quality Improvement System
- iii. LEA will employ all agreed upon rewards as called for in the Waiver

**E. Create a system for identifying and supporting interventions for Priority schools and Focus schools based on CORE district established guidelines**

- i. Using LEA data, CORE will identify and report to the LEA priority and focus schools based on schools' overall performance on the School Quality Improvement System
- ii. Participating LEAs and CORE will report to the public lists of priority schools and focus schools
- iii. LEA will employ all agreed upon interventions as called for in the Waiver

**F. Build CORE, LEA, and school capacity to improve student learning**

- i. LEA agrees to be part of a process jointly holding all Participating LEAs accountable for student achievement and growth through reporting, sharing and transparency
- ii. LEA agrees to collaborate with and support other Participating LEAs in the area of curriculum, instructional alignment, alignment of LEA expenditures to instructional priorities, development and monitoring of improvement plans and professional development strategies
- iii. LEA will support and enable 1) Its Focus and Priority schools to receive technical assistance from Reward schools as well as to use Title I "set aside" funds to pay for, if necessary, the minimal cost of travel, training and release time for their reward school partner and 2) Its Reward schools to provide technical assistance to Focus and Priority schools (at a reasonable level, where schools are deemed to be appropriately similar with respect to the challenges they face and their unique characteristics)
- iv. All schools not identified as Reward, Priority, or Focus will be responsible for funding any professional development or technical assistance provided through the CORE network. This work is voluntary unless a school does not meet AMOs, as defined in Section B above

**3. Effective Instruction and Leadership**

**A. Develop and adopt guidelines for local teacher, principal and superintendent evaluation and support systems**

- i. The LEA agrees to adopt guidelines identified in the CORE Waiver by December 1, 2013 for teacher, principal and superintendent evaluation and support systems that includes the following:

1. A common set of educator effectiveness indicators, that meaningfully differentiate among teaching effectiveness using at least four levels of performance
  2. Classroom observation procedures that provide teachers with quality feedback regarding instructional practice, aligned to adopted educator effectiveness standards
  3. At least one significant component based on a measure of student academic growth
  4. Data collection with sufficient frequency to provide a basis for evaluation
  5. Support for growth and capacity building
  6. Promote and strengthen teacher collaboration to inform classroom instruction for increased academic achievement
- ii. LEAs will incorporate student growth in the teacher and principal evaluation systems using one of the options outlined in the Waiver narrative
  - iii. Under one of the options outlined in the Waiver narrative, student growth will be calculated using the CORE-developed growth model (to be developed by the 2014-2015 school year). However, if an LEA currently uses or seeks to use another high quality student growth model, the LEA will have the opportunity to apply to CORE for the option to use an alternative method, provided the LEA provides a strong research-based rationale.
  - iv. The LEA will have the flexibility to develop additional local measures to address local context (i.e., parent/student surveys, self-assessment, etc.)
  - v. The LEA will develop and implement teacher remediation systems and processes including (at least) the following elements:
    1. Comprehensive remediation plans to improve instruction and performance for permanent teachers identified in the lowest performance category
    2. Voluntary remediation plans to improve instruction and performance for teachers in the second lowest category of performance, including 1-on-1 mentoring
  - vi. Include educator effectiveness ratings from evaluations when making staffing decisions such as: Recruitment, Promotion, Tenure, Transfer, Layoff and Dismissal

**B. Implement teacher, principal and superintendent evaluation and support systems**

- i. The LEA agrees to implement the developed measures outlined above for benchmarking progress in teacher, principal and superintendent evaluation and to support system implementation
- ii. The LEA agrees to report on implementation progress
- iii. The LEA will track beginning no later than the 2014–2015 school year, the aggregate distribution of teachers and principals by performance level, and will report this data publically by the 2015-2016 school year

4. Continuous learning

- A.** The LEA agrees to be part of a learning collaborative and to participate in shared activities and costs around continuous improvement. Such activities will be CORE District-developed and may include, but not be limited to:
  - i. Data collection
  - ii. Peer review and monitoring
  - iii. Peer assistance and support

#### 5. Costs

- A.** The LEA agrees to maintain compliance with all Federal Guidelines related to Title I expenditures use previously held Title I funds intended for NCLB sanctions for the following school and LEA activities and programs, in descending order:
  - i. School interventions and supporting programs for:
    - 1. Priority
    - 2. Focus
    - 3. Other Title 1 schools
    - 4. Low-Achieving student groups (SWD, ELL, low-achieving)
  - ii. Support for school partnering teams for Priority and Focus schools (as required by Waiver interventions)
  - iii. Support for communities of practice
  - iv. Waiver implementation at the LEA level
  - v. Extended learning time including but not limited to before, after school, and summer learning programs
  - vi. CCSS implementation and assessment transition in Title I schools
    - 1. Extending STEM programs in Title I schools
  - vii. Stakeholder outreach and Parent/Guardian engagement
  - viii. Transportation to support school-choice (if district chooses)
- B.** The LEA agrees to utilize general education discretionary funds for items that are not Title 1 Fund eligible
- C.** The LEA agrees that Title I funds that were previously held as Program Improvement set aside funds specifically earmarked for school choice/transportation and Supplemental Educational Services cannot be used to supplant programs and expenditures typically funded with other sources

#### 6. External Providers

- A.** If a LEA chooses to engage with an external provider for any services associated with the Waiver, the LEA will be responsible for employing district-designed processes for sourcing and vetting, as well as monitoring the effectiveness, of any external partners or providers districts use as part of the Waiver
- B.** An LEA agrees to undertake a formal review of the provider prior to renewing a contract or on an annual basis, whichever occurs first.

