

MEMORANDUM OF UNDERSTANDING

between

**THE DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION**

and

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

This is a Memorandum of Understanding (Agreement) between the DC Office of the State Superintendent of Education Office (DC OSSE) and the District of Columbia Public Charter School Board (PCSB), dedicated to working collaboratively and in partnership to ensure that all District of Columbia children have a fair, equal, and significant opportunity to obtain a high quality education, and reach at a minimum, proficiency on challenging state academic achievement standards:

Whereas, the DC OSSE and the PCSB recognize public charter school autonomy as an essential element of public education in the District of Columbia;

Whereas, the United States Congress enacted the District of Columbia School Reform Act of 1995, effective April 26, 1996 (Pub. L. 104-134, Title II, 110 Stat. 1321, codified at D.C. Official Code § 38-1800.01 *et seq.*);

Whereas, the District of Columbia Public Education Reform Amendment Act (D.C. Law 17-9, effective June 12, 2007, D.C. Official Code § 38-2601 *et seq.*) created the DC OSSE as the State Education Agency (SEA) for the District of Columbia, and as the District of Columbia's representative to the US Department of Education (Department);

Whereas, District and Federal law recognizes the PCSB as the authorizer responsible for charter school performance accountability;

Whereas, the DC OSSE and the PCSB maintain close contact with each other to exchange current and accurate information about public charter schools' standing within the state performance and accountability system;

Whereas, the DC OSSE and the PCSB share the common goals of improving and expanding quality public charter schools in the District of Columbia; and

Whereas, the DC OSSE and the PCSB enter into this Agreement for the purpose of implementing the terms specified by the US Department of Education (Department) invitation and guiding principles established by the Department for SEAs requesting flexibility with the ESEA for school year 2013-2014, the waiver granted to the DC OSSE by the Department (Waiver), and any modifications to such Waiver that may be granted.

Now therefore in mutual understanding,

I. The DC OSSE and the PCSB

The parties agree as follows:

- A. The DC OSSE and the PCSB each have joint and several responsibilities to enhance implementation of the Waiver to improve student achievement and the quality of instruction for students;
- B. This Agreement addresses responsibilities of the DC OSSE as SEA and the PCSB as the District public charter school authorizer consistent with Federal and District law and does not alter respective public charter school responsibilities as set forth therein;
- C. The PCSB has primary responsibility for holding public charter schools accountable pursuant to section 1116 of Title I, Part A of ESEA;
- D. The DC OSSE as the SEA is ultimately responsible to the Department for ensuring that all federal funds are used in conformance with applicable laws, including Title I, Part A funds that are allocated to public charter schools;
- E. The DC OSSE has the sole authority to make allocations of Title I funds;
- F. Consistent with the Waiver, public charter schools shall be classified by the DC OSSE into five categories including: Reward, Rising, Developing, Focus or Priority in accordance with the formal Waiver application approved by the Department;
- G. After a public charter school is identified by the DC OSSE as a Priority or Focus school, the PCSB will have broad flexibility to address accountability requirements of Title I, Part A, and will have primary responsibility for overseeing, developing, implementing, and monitoring of such requirements on the school-level; however once a school fails to meet exit criteria for a Priority or Focus school, as applicable, for two cumulative years, DC OSSE will have approval rights over any such plan;
- H. Given that PCSB meets the criteria for a "strong charter authorizer system" as described in FAQ A-10a, the Teacher and School Leader Evaluation Systems of each applicable charter school must be reviewed by the PCSB to ensure the school's application of the principles described in the ESEA flexibility principle 3, with PCSB having the opportunity to make recommendations for improvement. The PCSB will submit such systems to the DC OSSE for review and comment prior to the school's implementation;
- I. To enable monitoring of the PCSB's effective implementation of interventions and supports by the DC OSSE, a web-based system shall be used to post charter schools' Interventions and Support Plans, as well as to track progress against the objectives;
- J. The PCSB shall develop and implement a Corrective Action Plan to address any non-compliance related to accountability at a public charter school;

- K. The parties will in good faith continue their efforts to collaborate on data collection with the goal of reducing school reporting burdens, minimizing data errors, and improving the timely accessibility of data and analysis;
- L. Nothing in this Agreement shall be construed as limiting the PCSB's authority to grant, renew, or revoke a charter;
- M. Nothing in this Agreement shall be construed as limiting the DC OSSE's authority as the SEA or the State Superintendent's authority as the Chief School Officer for the District of Columbia;
- N. Nothing in this Agreement shall be construed as limiting any authority of DC OSSE to take direct enforcement action against a public charter school for violation of any law for which the DC OSSE has oversight authority, any provision of ESEA other than section 1116, any terms or requirements based upon a DC OSSE-issued grant award term, or any assurance provided by a public charter school to the DC OSSE;
- O. The Parties agree that OSSE is authorized to obtain directly from a charter school any records deemed by OSSE or the U.S. Department of Education as reasonably necessary to implement the Waiver and/or oversight of the statewide accountability system requirements, if such records are not in the possession of PCSB and, except in an emergency, PCSB has not been able to produce them within thirty (30) days of OSSE's request; and
- P. The PCSB retains the authority to close a low-performing charter school under the timeframes and according to performance expectations in the charter and under District law, and as authorizer any such decision by the PCSB supersedes a designation by the DC OSSE that such school is a Focus or Priority school, consistent with applicable law.

II. The PCSB Obligations

The PCSB shall:

- A. Ensure that each public charter school complies with accountability requirements of Title I, Part A of ESEA and consistent with the Waiver, including data collection, submission, and reporting;
- B. Provide a copy of high school transcript audits to the DC OSSE by August 30th of each year;
- C. Provide the DC OSSE with the results of PCSB's "9 grade on track" sample-based audit for the percentage of students on track to graduate in four years, providing student-level data to allow the DC OSSE to calculate rates for all NCLB subgroups, including students with disabilities and English Language Learning (ELL) students, and any other subgroup identified by the Department for receipt of Title I, Part A;

- D. Develop and implement a plan to correct charter school noncompliance as identified by the DC OSSE and the PCSB individually or severally;
- E. Include the "Cohort Graduation Rates" in the Performance Management Framework beginning in SY2012;
- F. Provide incentives or supports to public charter schools that attain or miss one or more of the Annual Measurable Objectives (AMOs);
- G. Consider charter revocation of a public charter school that remains in the bottom 10% of all public schools pursuant to the DC OSSE's Accountability Index Score for three out of five years;
- H. Perform the following accountability functions under Title I, Part A of ESEA for District public charter schools:
 - 1. Monitor each public charter schools' progress in meeting school-level and subgroup-level AMOs established by the DC OSSE and approved by the District of Columbia State Board of Education;
 - 2. Use statewide accountability standards for core curriculum established by the DC OSSE and approved by the District of Columbia State Board of Education as one input to its periodic review of the progress of each public charter school towards improving academic achievement, closing achievement gaps, and increasing graduation rates, and to publicly disseminate its reviews; and
 - 3. Review, at least annually, the effectiveness of each public charter school's activities related to parental involvement, professional development, and other activities required under Title I, Part A of ESEA;
- I. Develop and implement in any public charter school identified by the DC OSSE as Priority a three-year plan that includes meaningful interventions that are aligned to each of the following turnaround principles:
 - 1. Strong principal leadership;
 - 2. Effective staffing practices and instruction;
 - 3. Curriculum, assessments, and interventions;
 - 4. Effective use of time;
 - 5. Effective use of data;
 - 6. School climate and culture; and
 - 7. Effective family and community engagement;

- J. Develop and implement in any public charter school identified by the DC OSSE as Focus a two-year plan that includes meaningful interventions targeted at the specific reason for that schools' identification. Such interventions may include, but are not limited to:
1. Strong principal leadership;
 2. Effective staffing practices and instruction;
 3. Curriculum, assessments, and interventions;
 4. Effective use of time;
 5. Effective use of data;
 6. School climate and culture; and
 7. Effective family and community engagement;
- K. Consistent with a PCSB-approved plan, provide technical assistance, which may include services provided by DC OSSE and third parties in cooperation with the PCSB, to any public charter school identified by the DC OSSE as Focus or Priority;
- L. Ensure that public charter schools identified by the DC OSSE as Focus or Priority are providing interventions and supports to students and their teachers consistent with that school's Intervention and Support Plan;
- M. Prior to implementation, satisfactorily demonstrate to the DC OSSE that it has developed a rubric for determining whether an applicable charter school's teacher and principal evaluation system meets the minimum requirements for teacher and principal evaluations as described for Principle 3 of the Waiver guidance issued by the Department recognizing that each public charter school's system need not meet the standards established by the DC OSSE; and
- N. Provide upon request of the DC OSSE, any and all public charter school records in PCSB's possession necessary for compliance with state reporting requirements under ESEA.

III. DC OSSE Obligations

The DC OSSE shall:

- A. Notify the PCSB of all incidents of non-compliance with requirements of Federal or District law by a public charter school within a reasonable period of time after identification of the non-compliance and in conformance within any applicable legal timeframes;
- B. Provide the PCSB with notice of all public charter schools identified as Focus or Priority and provide the PCSB with 30 days to provide any school-level data that the proposed identification is in error;
- C. Provide the PCSB and public charter schools with resources developed for use in Focus and Priority schools, including Common Core State Standards curriculum and assessments; professional development supporting improved instruction; data systems for improving teaching and learning; guidelines for identifying quality enhanced and extended learning opportunities; and innovative strategies to support special education, ELL, and low-achieving students;
- D. Maintain a Cross Functional Team (CFT) staffed by qualified experts including a member of the PCSB Board and a designated PCSB staff member to provide expert advice about simultaneous and effective implementation of research based interventions aligned with the "Turnaround Principles" in each Priority school for at least three years. These interventions shall, without limitation, address:
 1. Strong principal leadership;
 2. Effective staffing practices and instruction;
 3. Curriculum, assessments and interventions;
 4. Effective uses of: time, data, and family and community engagement; and
 5. School climate and culture;
- E. Provide the PCSB with cohort graduation rates by subgroup, including ELL students and students with disabilities, for each public charter school;
- F. Conduct regularly-scheduled, semi-annual monitoring of the PCSB for compliance with the terms of this Agreement and notify the PCSB of its findings. Such monitoring shall include evaluation of the PCSB's effectiveness in implementing accountability interventions and achieving progress in improving school performance and closing achievement gaps taking in to account statewide assessments and input from the CFT. The DC OSSE will notify the PCSB of the results of its monitoring and any noted deficiencies, and the PCSB will be required to reply with its corrective action steps within 60 days; and

- G. Review and approve the PCSB rubric for determining whether applicable public charter school teacher and principal evaluation systems are consistent with the requirements of the Waiver.

IV. FUNDING PROVISIONS

- A. Total cost for the Agreement shall be \$100,000 for Fiscal Year (FY) 2013 and \$110,000 for Fiscal Year (FY) 2014.

- B. **PAYMENT**

- 1. Payment for all services shall be made through an Intra-District advance by OSSE to PCSB based on the total amount of this Agreement.
- 2. Advances to PCSB for the services to be performed/goods to be provided shall not exceed the amount of this Agreement.
- 3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this Agreement. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of financial Operations and Systems.

- C. **ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION AND TERMINATION

This Agreement shall remain in effect for the duration of the Waiver referred to herein, including extensions granted by the US Department of Education. The agreement shall continue to remain in effect after the final termination date of the Waiver, unless terminated in writing upon the request of either the PCSB or the DC OSSE.

VI. CONFIDENTIAL INFORMATION

The parties to this Agreement will use, restrict, safeguard, disclose, and dispose of all information related to student information and services provided under this agreement, in accordance with all relevant federal and local statutes, regulations, and policies, including without limitation, the Family Educational Rights and Privacy Act (FERPA).

VII. MODIFICATIONS

The terms and conditions of this Agreement may be modified only upon a prior written amendment to this Agreement executed by authorized representatives of each of the parties; provided that any such modification must be consistent with the terms of the Waiver in effect at the time, and upon prior advance notification to the U.S. Department of Education.

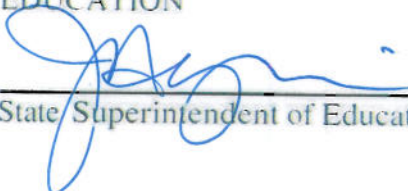
VIII. MISCELLANEOUS

The parties shall comply with all applicable laws, rules and regulations, including the terms of the Waiver granted by the U.S. Department of Education whether now in force or hereafter enacted or promulgated. The terms of this Agreement shall be interpreted and construed to conform to the terms of the Waiver in effect at the time.

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IN WITNESS WHEREOF, the duly authorized parties representing the DC OSSE and the PCSB have executed this agreement to be effective immediately:

DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



State Superintendent of Education

Date: 7/5/14

DISTRICT OF COLUMBIA PUBLIC CHARTERS SCHOOL BOARD



Executive Director

Date: 1/17/2014