

MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM: February 18, 2014**STATEWIDE PLAN FOR SUPPORT OF AND INTERVENTION IN UNACCREDITED DISTRICTS****STATUTORY AUTHORITY:**

Sections 161.092 and 162.081, RSMo

Consent
ItemAction
ItemReport
Item**DEPARTMENT GOALS NO. 1 and 3:**

All Missouri students will graduate college and career ready.

Missouri will prepare, develop, and support effective educators.

SUMMARY:

After decades of school improvement initiatives, over 62,000 Missouri students are currently enrolled in unaccredited or provisionally accredited school districts. Missouri's achievement gap is still growing. Less than 30% of the students attending unaccredited districts score proficient on English language arts, math, science or social studies MAP tests. The average graduation rate for unaccredited districts is 69.9%. Additionally, impending bankruptcy of unaccredited districts makes the development of a plan imperative.

With the new authority under SB 125 (162.081 RSMo), effective August 28, 2013, the Missouri State Board of Education raised the question, "What is the appropriate role for the state in supporting and, if necessary, intervening in unaccredited school districts?" In response to this question, numerous plans were submitted, public testimony was heard, written feedback was provided and legislation was proposed. The State Board of Education participated in a work session to consider and to provide feedback on the concepts included in the various proposals.

Department staff have reviewed and considered this feedback and will present a draft of a statewide plan to be implemented through the Missouri School Improvement Program.

The Missouri Department of Elementary and Secondary Education and the Missouri State Board of Education are dedicated to making decisions which create the most positive results for all Missouri's students. That singular focus remains the highest priority for the state in its decision-making process.

PRESENTER(S):

Margie Vandeven, Deputy Commissioner of Learning Services, will participate in the presentation and discussion of this agenda item; others will assist in responding to questions.



MISSOURI SCHOOL IMPROVEMENT PROGRAM

CLASSIFICATION, SUPPORT AND INTERVENTION

**A presentation to the
State Board of Education**

February 18, 2014

Missouri Department
of Elementary and Secondary Education

Purpose of Report

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- To recommend a draft improvement plan to the State Board of Education for classifying, supporting and, if necessary, intervening in districts.

Stakeholder Contributions

3

- ❑ Numerous Plans Submitted
- ❑ District Input
- ❑ Public Hearing Testimony
- ❑ Additional Comments
- ❑ Proposed Legislation



State Board of Education Authority

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- ❑ Under previous law:
 - replace the elected board with a Special Administrative Board
 - attach the district to another district
 - divide the district and assign to adjoining districts
- ❑ Under SB 125: (Effective 8-28-13)
 - all the above plus “something else”



State Board of Education Question

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“What is the appropriate role for the state in supporting and, if necessary, intervening in unaccredited school districts?”



Missouri School Improvement Program

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- ❑ Articulates expectations for student achievement
- ❑ Distinguishes among districts and schools in valid, accurate and meaningful ways
- ❑ Promotes continuous improvement



Accreditation

7

- Missouri School Improvement Program
 - Multiple measures over multiple years
 - Graduating ALL students ready for success
 - Provides transparency and accountability to public

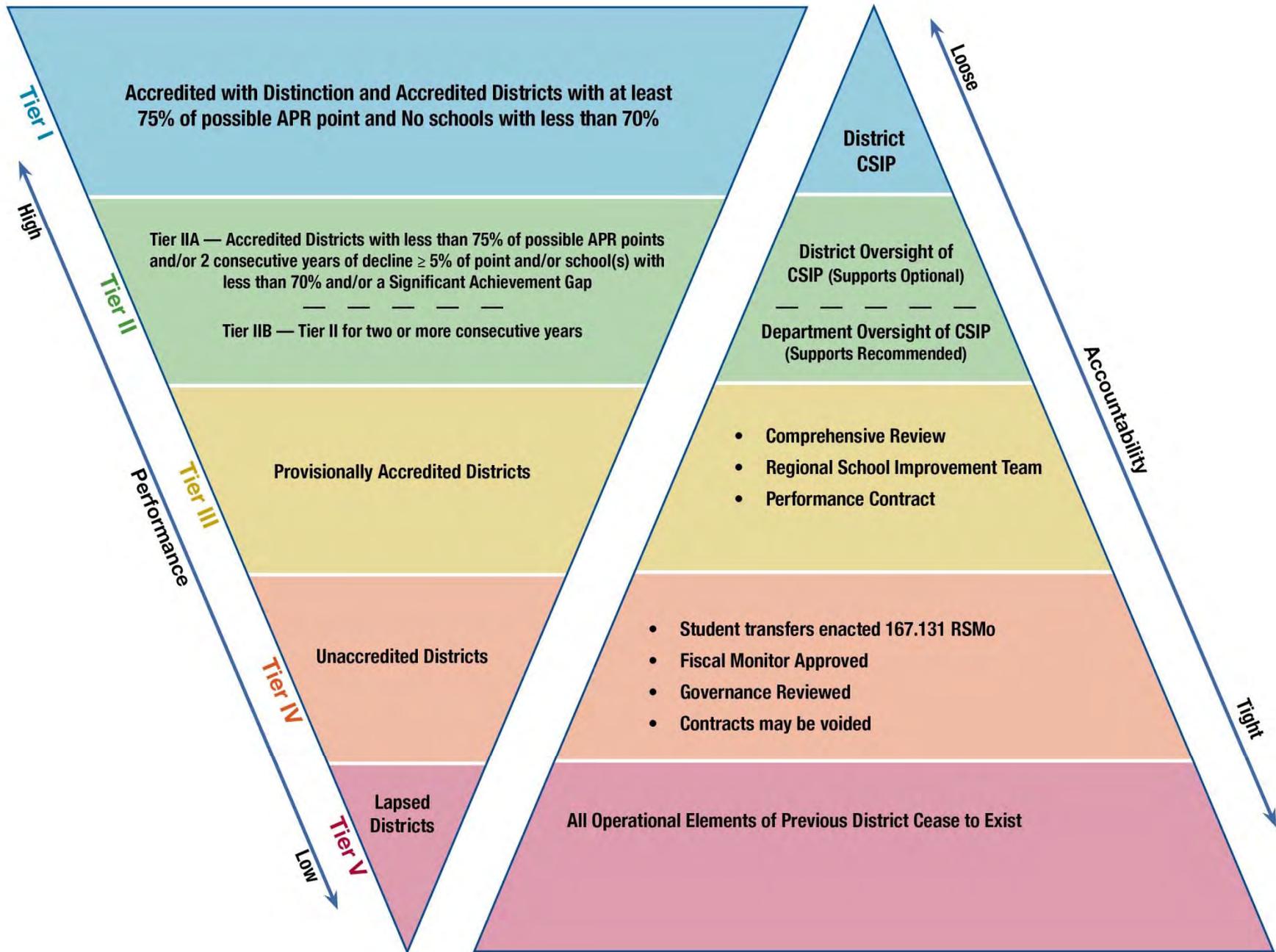


School Improvement Plan

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- Provides access to good schools for every child
- Offers solutions within existing law
- Maintains integrity of classification system
- Allows for immediate implementation
- Provides for solutions to meet needs of each district/community





Tier I

10

- Identification
 - Accredited or Accredited with Distinction
 - District earns $\geq 75\%$ of possible APR points
 - ALL schools earn $\geq 70\%$ of possible APR points

- Intervention
 - Comprehensive School Improvement Plan
 - District Oversight and Implementation
 - Optional supports from DESE



Tier II (a)

11

□ Identification

■ Accredited

- District earns <75% of possible APR points
- District demonstrates consecutive 5% decline of possible APR points
- District school(s) earns <70% of possible APR points
- District demonstrates a significant achievement gap

□ Intervention

- Call for local intervention
- Comprehensive School Improvement Plan
 - District Oversight and Implementation with DESE monitoring
- Optional supports
- Quarterly monitoring



Tier II (b)

12

- Identification
 - Accredited
 - Tier II status for more than two years
- Intervention
 - Continued call for local intervention
 - Comprehensive School Improvement Plan
 - Department Oversight
 - Comprehensive or Focused Review
 - MSIP Process and Resource Standards
 - Recommended supports
 - Focused monitoring



Tier III

13

- Identification
 - Provisional Accreditation
- Intervention
 - Call for collective intervention
 - Comprehensive or focused review
 - School by school level accreditation and intervention
 - Regional School Improvement Team Activated
 - Accountability Plan
 - Academic Achievement
 - Teacher and Leader Effectiveness
 - Quality Instruction
 - Governance and Finance



Tier III – Performance Contract

14

- Binding Contract between Local Board and State Board of Education
- Annual Performance Targets with Consequences
- Terms of Agreement
- Interventions Outlined in Contract
- Accountability Plan Tracks Progress



Tier III – Contract Requirements

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- ❑ Teacher/Leader Standards
- ❑ Leadership Development – MoLEAD, Leadership Academy
- ❑ Educator Evaluation System
- ❑ Research-Based Effective Practices
- ❑ Comprehensive Literacy Plan
- ❑ State-Provided Formative Assessment System
- ❑ Data Teams (district, school, classroom)
- ❑ Early Childhood Education
- ❑ Extended Learning Opportunities for All Kids



Tier IV

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- Identification
 - Unaccredited
- Intervention
 - Public engagement
 - Governance reviewed
 - Establish conditions under which the existing school board shall continue to govern; or
 - Determine alternative governance structure
 - Inter-district transfer enacted
 - Department fiscal monitor appointed



Tier IV – No one size fits all

17

□ Option A

- Continue existing school district board of education governance under terms and conditions established by the State Board of Education
- Extend Performance Contract
 - Two years maximum
- Provide guidance for student transfers
- Maintain employee contracts



Tier IV – No one size fits all

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□ Option B

- Replace elected board with a special administrative board
- Provide guidance for student transfers
- May void all existing contracts and offer new probationary one-year contracts to employees
 - Contracts beyond initial year offered based on performance-based evaluation



Tier IV – No one size fits all

19

- Option C
 - Replace elected board with alternate governance structure such as an administrator reporting to the Commissioner of Education
 - Provide guidance for student transfers
 - May void all existing contracts and offer new probationary one-year contracts to employees
 - Contracts beyond initial year offered based on performance-based evaluation



Tier V– No one size fits all

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- Identification
 - Lapsed
 - Dissolution of the school district



Tier V– No one size fits all

21

□ Option A

■ Department Operational Oversight

- Department determines and appoints necessary staff to oversee the transition
- SBE directs Commissioner to appoint a transition task force
- Creates a collaborative
 - Provide administrative support and educational programs in autonomous schools within the boundaries of one or more (lapsed) school districts in a region
 - Operate schools directly or under contract
 - Develop contracts with high-performing neighboring districts or others to operate the schools in a network within the now lapsed district.



Tier V– No one size fits all

22

- Option B
 - ▣ Restructure all or part of the lapsed school district into one or more school districts within the territory of the lapsed district



Tier V– No one size fits all

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- Option C
 - ▣ Assign students of the lapsed district to one or more accredited districts
 - Annual review of data impact on receiving school's accreditation



Questions?

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Send feedback to:
dese.mo.gov/unaccredited-districts

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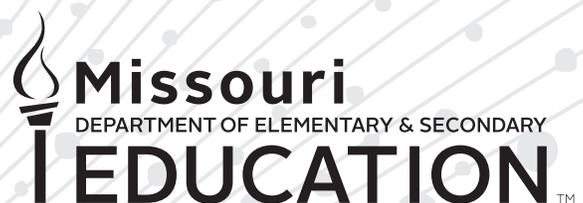


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February 18, 2014



Missouri School Improvement Program: Classification, Support and Interventions



Missouri School Improvement Program: Classification, Support and Interventions

The Missouri State Board of Education and the Department of Elementary and Secondary Education (Department) are dedicated to ensuring every child in Missouri receives local, high-quality educational opportunities that prepare him or her for college and career success. This plan specifies how the Department provides tools for supporting students and educators as well as, when necessary, interventions to ensure schools offer education that leads to a student graduating ready for college and career.

WHY THE URGENCY

Thousands of Missouri's children are attending school in provisionally accredited or unaccredited districts. Such districts, according to the Department's accreditation system, are not providing children with education that meets the state's standards for academic achievement. To sum this up, the majority of students in our unaccredited districts across the state are falling devastatingly short of attaining the basic numeracy and literacy skills necessary for success in school and in life.

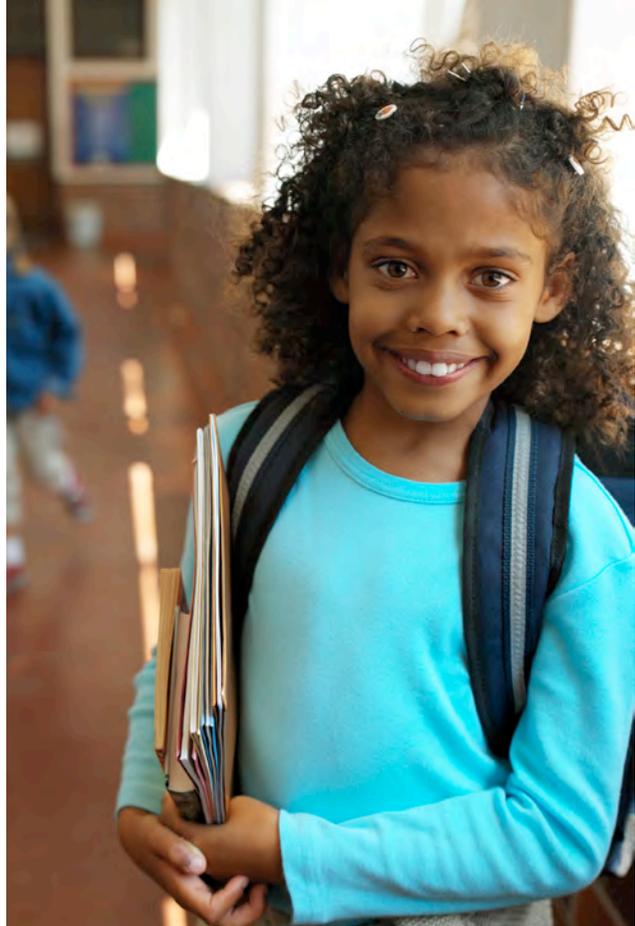
The 1993 Outstanding Schools Act, allows parents of children who are attending school in such a district to transfer their children to a school in an accredited district. Upheld twice by the Missouri Supreme Court in 2013, the law demands that the unaccredited school district pay tuition to the other school and provide for the transportation of a student attending an accredited school. Because of the law as currently written and upheld, an unaccredited district faces the danger of financial collapse.

WHAT ACCREDITATION MEANS

The Missouri School Improvement Program, or MSIP, is the Department's process for distinguishing the performance of schools in valid, accurate and meaningful ways. The goal of the

system is to promote excellence in the public schools of the state. Missouri has a dual responsibility for the quality of education provided its citizens. First, it must ensure that all schools meet certain minimum standards. Second, it has a responsibility to see that the schools continue to strive for excellence in an increasingly competitive world. MSIP incorporates these two responsibilities.

Begun in 1990, this evaluation system has evolved to include a wide range of student test scores, career and college readiness measures, graduation rates, attendance rates and subgroup achievement scores. The State Board applies an accreditation classification after taking into consideration multiple measures of performance reviewed over three years.



SUPERVISION, ASSISTANCE AND INTERVENTION

Incremental change has been tried for years and has not worked. A 2013 change in law now provides the Department with greater flexibility to take action as well as the additional responsibility to provide assistance, support and, if necessary, intervention in struggling districts and schools.

This document outlines exactly when and how the Department will provide support, assistance, and intervention to make sure all districts and schools are providing every child with a local, high-quality education.

TIER I (ACCREDITED)

In the case of school districts in which all schools meet the accredited performance standards, the Department offers but does not require the district to access additional support and assistance.

The highest performing school districts in Tier I are classified as accredited with distinction. A diverse group of education leadership in the state determines the best ways of recognizing, celebrating, and rewarding districts and schools that are models in the state for preparing students for success after high school graduation.

TIER II (ACCREDITED)

To help prevent districts from reaching provisional or unaccredited designations, the Department offers support for success, assistance, and intervention to districts that meet any one of these criteria:

- A district receives a score of less than 75 percent on the Annual Performance Report (APR), the summary of the state's evaluation and accountability tool (MSIP);
- A district's Annual Performance Report shows two consecutive years of 5 percent decline;
- One or more of the district's schools scores less than 70 percent on the Annual Performance Report.

DEPARTMENT ASSISTANCE

When any one of the above criteria is met, the Department offers the following assistance:

First, the Department identifies the district's performance trends through a review of the district's most recent three years of the Annual Performance Report. If the review reveals trends that indicate the district could be in danger of losing its accreditation, the Department issues a letter to the district superintendent and school board recommending research-based interventions.

If the downward trend continues for two more years after identification, the Department asks the district to submit for review its Comprehensive School Improvement Plan (CSIP).

"Thousands of Missouri's children are attending school in provisionally accredited or unaccredited districts."

The Department will follow up quarterly and offer additional assistance toward meeting the improvement goals outlined in the CSIP until the district scores more than 75 percent on its Annual Performance Report and all schools in the district receive more than 70 percent on their Annual Performance Reports.

DISTRICT ACTIONS

The Department acknowledges the best education is local education. That means the District has a responsibility to take the following actions to facilitate improvement:

- Develops and implements teacher and leader standards for all instructional staff. These standards align to those articulated in statute 160.045 RSMo.
- Adopts and implements an educator evaluation system aligned to the Essential Principles of Effective Evaluation, adopted by the State Board of Education

- Requires all staff members to participate in regularly scheduled, ongoing professional learning focused on student performance goals as outlined in the Comprehensive School Improvement Plan (CSIP)
Professional learning for instructional staff positions focuses on and promotes the use of evidence-based instructional practices.
- Monitors teachers for consistent implementation of effective practices by routinely observing and supervising classroom instruction as well as incorporating performance data into the educator evaluation process
- Confirms that teachers are meeting the learning needs of all students and routinely differentiating their instruction to address unique student needs
- Creates school-based collaborative teams that will focus on data-informed decision-making, reflective practices, collaborative lesson design, examination of student work and student assessment, curriculum development, positive classroom learning environments, utilization of case studies, and action research
- Ensures that all instructional staff members are using effective assessment practices to monitor student learning and adjust instruction Instructional staff members are required to routinely collaborate and use student data to provide appropriate interventions to address a range of student instructional and behavioral needs.
- Provides comprehensive K-12 literacy instruction and, where prekindergarten is offered, comprehensive prekindergarten literacy instruction
- Implements, reviews, and revises a rigorous, guaranteed, and viable curriculum for all instructional courses and programs

LOCAL BOARD EXPECTATIONS

The local school board should step in when the district earns a score of less than 75 percent on the Annual Performance Report or has two

consecutive years of 5 percent decline on its Annual Performance Report, or has one or more schools with scores of less than 70 percent on the report.

The Department offers support, assistance, and if necessary, intervention for local Boards of Education and the Board is to take action consistent with the Resource and Process Standards outlined in the Missouri School Improvement Program.

District leadership and school board members will ensure the following:

- Resources are directed toward improvement initiatives should a school fall below performance standards.
- Financial best practices are put into place to assure the district does not become classified as “Financially Stressed.”

A district that continues in Tier II status after two years receives increased Department assistance. At that point, the assistance may include a comprehensive or focused audit conducted by a review team. The purpose of the audit is to examine a district’s capacity to improve student performance as aligned with the Process Standards in the Missouri School Improvement Program (MSIP).

A district or school has two years to exit this level of assistance by improving district performance to a score of more than 75 percent on its Annual Performance Report, and all schools in the district must score above 70 on their Annual Performance Report.

TIER III (PROVISIONALLY ACCREDITED)

A provisionally accredited district receives a more intensive level of intervention and monitoring. Focus is placed on district-level systems and on individual schools with less than 70 percent of the possible points on the Annual Performance Report.

The Department starts the process with an annual review of each district’s Annual Performance Report and supporting data to identify trends and

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status in performance. If a recent audit has not already been completed from Tier II, a review team conducts an audit to determine a district's capacity in areas aligned with the Missouri School Improvement Program (MSIP) Resource and Process Standards.

Those areas include:

- Teacher and Leader Effectiveness
- Quality Instruction
- Governance and Finance

"...every child in Missouri receives local, high-quality educational opportunities that prepare him or her for college and career success."

Regional School Improvement Team and Performance Contract

Once the review team has presented its findings from the audit and presented strategies designed to improve student achievement, a Regional School Improvement Team (RSIT) is activated. The RSIT begins by examining the district's Annual Performance Report and diagnostic data generated by the comprehensive audit.

The Regional School Improvement Team is comprised of a team of experts that includes the district superintendent, school board member(s), building personnel as determined by the superintendent, project manager, area supervisor, a regional representative, regional service center representative, other agencies as directed by the Department, and key stakeholders, i.e. parents and community members.

At this point, the Department and the district engage in the creation and implementation of a performance contract (see Appendix A) which binds the district and schools to annual targets and specific interventions. The performance contract is signed by the local board of education and the State Board of Education. Members of the local board are to present the performance

contract to the State Board of Education for their consideration and approval.

The Regional School Improvement Team's role is to provide the expertise and guidance necessary in the development of the district's accountability plan. The accountability plan is the outline by which the district is to reach contract expectations. The RSIT follows through on the contract with monthly monitoring of progress at the local level.

District Responsibility

As part of the performance contract, the district will consider interventions such as:

- Implementing Missouri's Teacher/Leader Standards
- Participating in the Missouri Leadership for Excellence, Achievement and Development program (MOLEAD)
- Ensuring participation in leadership development for all administrators and teacher/leaders
- Planning and implementing research-based effective practices
- Implementing an approved Educator Evaluation System
- Creating and implementing a Comprehensive Literacy Plan
- Implementing the state-provided formative and interim assessment system
- Implementing data teams focusing on the district, school, and classroom levels
- Providing early childhood education for all 3-4 year olds
- Providing extended learning opportunities for all students

The school district exits Tier III designation after regaining accreditation by State Board classification. Districts that do not meet the conditions of their performance are classified as unaccredited.

TIER IV (UNACCREDITED)

The State Board is authorized to review district governance as provided by the authority in 162.081 RSMo, which states that whenever any school district is classified unaccredited the State Board of Education will:

- Review the governance of the district to establish the conditions under which the existing school board shall continue to govern; or
- Determine the date the district shall lapse and determine an alternative governing structure for the district

FINANCE

The Department appoints a state fiscal monitor and conducts an onsite financial audit to determine the fiscal solvency of the district. This process includes developing district short and long-term financial plans.

The audit:

- Reviews the district's most recent financial audit, or conducts an audit if one has not been conducted within the last year
- Analyzes projected revenue for current year to date
- Analyzes projected expenditures for current year to date
- Calculates a projection of revenue and expenditures receipts for the subsequent school year
- Provides findings of the completed audit and projections
- Develops and recommends budget adjustments to assure the district will remain fiscally solvent through the end of the school year
- Develops a fiscal plan for any district in imminent danger of designation as lapsed because it can no longer provide an instructional program and meet payments for tuition to other districts under 162.081 RSMo

- Creates directives on federal fund expenditures

TRANSFERS

The 1993 Outstanding Schools Act allows students in an unaccredited district the option of inter-district transfer as required by 167.131 RSMo.

GOVERNANCE

The State Board of Education will determine an appropriate governance structure option for an unaccredited district.

The options include:

Option A:

- Allowing continued governance by the existing school district board of education under terms and conditions established by the State Board of Education
 - Extends for a maximum of two additional years the Performance Contract signed by the elected board and State Board of Education at the provisionally accredited level of intervention
 - Continues student transfers in compliance with 167.131 RSMo
 - Maintains employee contracts

Option B:

- Replacing the elected board with a special administrative board
 - Continues student transfers in compliance with 167.131 RSMo
 - May void all existing contracts and possibly offer new probationary one-year contracts to employees. Contracts beyond this initial year are offered based on a performance-based evaluation.

Option C:

- Replacing the elected board with an alternate governance structure such as an administrator reporting to the Commissioner of Education

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- Continues student transfers in compliance with 167.131 RSMo
- May void all existing contracts and possibly offer new probationary one-year contracts to employees. Contracts beyond this initial year will be offered based on a performance-based evaluation.
- Develop contracts with high-performing neighboring districts to operate the schools in a network within the now lapsed district

The State Board of Education could restructure all or part of the lapsed school district into one or more school districts within the territory of the lapsed district.

The State Board of Education could assign students of the lapsed district to one or more accredited districts. The effect of assigning students to the receiving district is reviewed annually to ensure the accepting district's accreditation designation is not endangered.

EXIT OPTIONS

If the unaccredited district improves sufficiently to be reclassified as provisionally accredited, the district will reenter Tier III.

If the unaccredited district does not improve sufficiently to meet provisionally accredited criteria, the district could be lapsed by the State Board of Education.

TIER V (LAPSE)

If a district fails to regain accreditation, the final level of intervention is to recommend the State Board of Education lapse the district, which results in the dissolution of the school district.

RECONSTITUTION OPTIONS

The State Board of Education will implement one or more of the following reconstitution options relating to school governance. The decision is based on such factors as the size of the school district, district financial status, classification of neighboring school districts, and geographic proximity of other adequately performing districts.

- The State Board of Education directs the Department to:
 - Determine and appoint necessary staff to oversee the transition
 - Appoint a transition task force
 - Create a collaborative to provide administrative support and educational programs in autonomous schools within the boundaries of the former (lapsed) school districts in a region
 - Operate schools directly or under contract
- Work with district(s) to which all or parts of a lapsed district are attached to ensure the proper transfer of assets and plans for dealing with pending liabilities.
- Work with local taxing entities to assure that properties are appropriately assigned to the new taxing jurisdictions.
- Work with local taxing entities to assure a process is in place to collect annually revenues to satisfy interest and principal for any outstanding general obligation bonds.

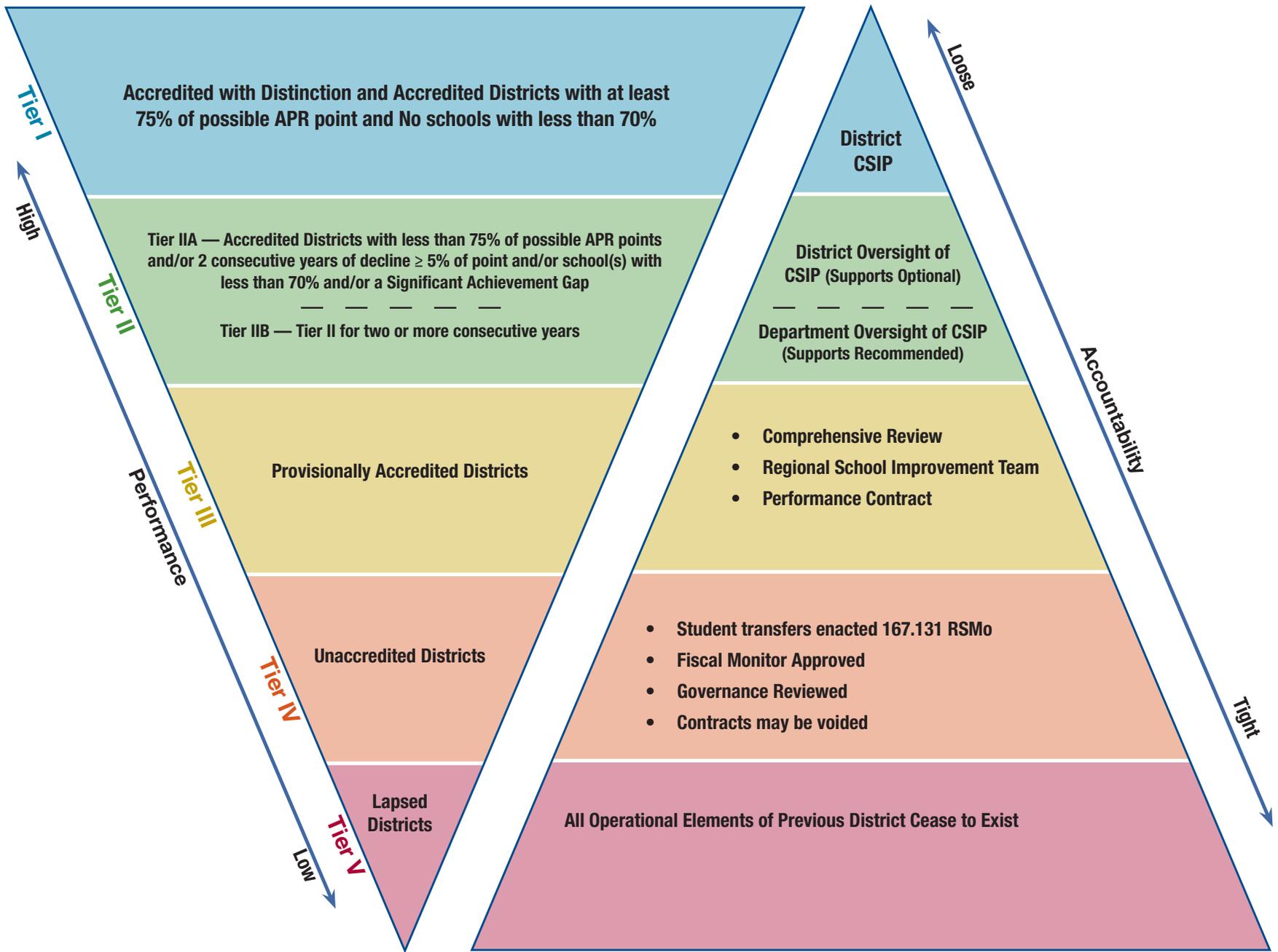
"...the majority of students in our unaccredited districts across the state are falling devastatingly short of attaining the basic numeracy and literacy skills necessary for success in school and in life."

Once a district is lapsed and disbursed, the Department will provide the following services:

ACKNOWLEDGMENTS

The Department would like to acknowledge and thank all of those who submitted plans and input including:

- Children’s Education Alliance of Missouri
- Cities Education Entrepreneurial Trust
- Dr. Edward C. Haynie
- Kansas City Federation of Teachers and School-Related Personnel (AFT),
- Kansas City Mayor James Sly
- Kansas City School District
- Metro Organization for Racial and Economic Equality
- Metropolitan Congregations United for St. Louis
- Missouri Charter Public School Association
- Missouri School Boards’ Association
- National Council on Educating Black Children
- Normandy School District
- Normandy Schools Town Hall Organization
- Riverview Gardens School District
- Superintendent’s Plan
- Urban Engagement Solutions on behalf of Restoration Schools Steering Committee of Kansas City
- Urban Summit of Greater Kansas City



APPENDIX B



**Performance Contract
Between XXXX District & Missouri Department of Education**

This District Performance contract identifies the annual targets and major interventions required of the XXXXX School District and the district's schools which have not performed at levels adequate to ensuring student access and opportunity to a quality education. The terms and conditions of this District Performance Contract and the attached School Performance contract have been agreed to by the authorized agent of the District and approved by the Missouri Department of Education. Once signed by the District authorized representative and by the authorized signature of the Missouri State Board of Education, the terms and conditions are binding on the District and its Schools. Failure to meet the annual targets, to implement the selected interventions with fidelity, or to fully meet all terms and conditions will result in more intensive levels of intervention and monitoring.

1. DEFINITIONS,

- 1.1 "Performance Contract" means this contract between the District and the Missouri Department of Elementary and Secondary Education which includes the District contract and the School Contract for each District school identified by the Department as a low performing school.
- 1.2 "Applicable Law" means all state and federal laws and rules applicable to Missouri School Districts and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Missouri Legislature and/or appropriate federal and state agencies.
- 1.3 "District" means the XXXXX School District.
- 1.4 "School" means any low performing school administered by the XXXX School District.
- 1.5 "Low Performing School" means any school with an Annual Performance Report below 70% and non-assessed schools identified as feeder schools to the low performing school.
- 1.6 "Department" means the Missouri Department of Elementary and Secondary Education.
- 1.7 "Resources" means people, scheduled time, and funding.
- 1.8 "Feeder School" means any school that contains grade levels not assessed in the Missouri Assessment Program that sends a majority of its students to another school

2. TERMS OF AGREEMENT

- 2.1 Effective Date. July 1, 20XX.
- 2.2 Expiration Date. June 30, 20XX.
- 2.3 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. District and Department agree and consent to the exclusive jurisdiction of the courts of the State of Missouri for all purposes regarding this Agreement.

3. STRUCTURE

- 3.1 District Authority. Except as otherwise provided by this Agreement or Applicable Law, the District has authority, control, power, administrative or financial responsibility over the District and its schools.

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- 3.2 Liaison. The District will designate a liaison for the District and will inform the Department if the liaison changes.
- 3.3 Performance Contract Schools. The following Schools have been identified as low-performing schools. A School Performance Contract for each School is attached to and incorporated into this District Performance Contract.
- 3.3.1 School A
- 3.3.2 School B
- 3.3.3 School C

4. OPERATING REQUIREMENTS

- 4.1.1 Compliance With Law. The School will at all times comply with all Federal and State laws that apply to the district.
- 4.1.2 Resources. The District and Schools will ensure that adequate resources are provided to implement the provisions of the District and attached School contracts. Further, the District and Schools agree to minimize time spent on other interventions and/or strategies except those that further enhance the implementation of the interventions agreed to in the District and School contracts or those necessary to fulfill requirements of Individualized Education Programs (IEPs).
- 4.2 Other Requirements. The District must perform the following:
- 4.2.1 Budget. The District shall adopt annual budget no later than July 1 of each fiscal year. The budget must allocate sufficient financial resources to implement this Contract.
- 4.2.2 Financial Reports. The District shall produce and provide upon request District and School financial reports including a balance sheet, an actual-vs.-budget income statement, cash flow projections, check register, contracts and an accounts payable aging report for all bills older than 30 days.
- 4.2.3 Student Assignment. The District may not re-assign pupils on the basis of intellectual ability, measures of achievement or aptitude in order to meet any of the performance requirements of the District or attached School contracts. The School may not limit admission to pupils on the basis of ability, race, religion, or any other factors, other than the capacity of the program, class, grade level or building.
- 4.2.4 Staffing. The District and Schools must assign staff in a manner that provides high quality educational opportunities for all students in all schools.
- 4.2.5 Reporting by the District and Schools. The District and Schools will use standard data and report filing systems. Additional information required to monitor performance of this Contract and its attachments will be provided in a form and at times agreed to by the District and the Department.
- 4.3 Targets. The District will meet the following annual targets.

Performance Targets	Measurement Tool	Annual Targets
Example: Graduation Rate	4, 5 and 6 year graduation rate	<ul style="list-style-type: none"> • 2014 -72% • 2015--76% • 2016--83%

APPENDIX B

5. Interventions

- 5.1 The District will implement the interventions selected below across the district (descriptions of these interventions are provided in the Missouri School Improvement Program: Classification, Support and Intervention plan). Please select all that apply even if it is duplicated in the district and school column:

Intervention	Implement throughout District	Implement in Selected School (specified in School contract)
Missouri Leadership for Excellence, Achievement and Development (MOLEAD)	X	X
Comprehensive Literacy Plans		X
Teacher/Leader Standards	X	X
Research-Based Effective Practices	X	X
Educator Evaluation System	X	X
Data Teams (district, school, classroom)		X
State provided formative assessment system		X
Early childhood education for children 1 year prior to kindergarten entry		
Early childhood education for children 2 years prior to kindergarten entry	X	
Extended learning opportunities for all students		

6. RENEWAL, NONRENEWAL AND TERMINATION

- 6.1 Discretionary Renewal or Non-Renewal by the District. The State may, in its sole discretion, elect to renew, renew with modifications or not renew this Contract at the end of the term of this Contract.
- 6.2 Non-Renewal or Termination for Cause. The District may elect to non-renew and/or terminate this Contract at the end of the term of this Agreement or the end of a school year.

7. OVERSIGHT

- 7.1 Accountability Plan. The District and each School will develop an accountability plan which describes the implementation of the District or attached School contract(s). The Accountability Plan will include as a minimum, detailed implementation timeline for major interventions, person responsible at the district and within each school, and how process and progress will be measured. The District will use intervention tools provided by the Department whenever those tools exist unless the Department permits the District to use another tool. The plan must include a component which identifies the Regional School Improvement Teams, which includes internal and external stakeholders who will monitor financial, staff, professional development, student assignment and performance, communications and other data related to the implementation of the District and attached School Contracts. The plan must include frequency of monitoring and checklists and other tools to be used to make determination about the implementation fidelity.
- 7.2 Evaluation. The District and Schools will be annually evaluated in accordance with the Missouri School Improvement Program and with the terms included in the attached

APPENDIX B

Performance Contract(s).

8. GENERAL TERMS

8.1 Amendments. No changes to this Contract are valid unless they are in writing and signed by the parties.

8.2 Severability. If any provision in this Contract is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Contract.

8.3 Entire Contract. No party has relied upon any oral statements or promises that are not set forth in the Contract and Attachments.

8.4 Assignment & Successors. This Contract cannot be assigned to any other party but remains the exclusive agreement between the District and the Department. The terms and provisions of these Contracts are binding on and shall inure to the benefit of the parties and their respective successors.

8.5 Authority of Signatories: The signatories below represent that they have the authority to bind the District and the Schools and the Department to full compliance with this Contract.

District

Department

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____



**Performance Contract
Between XXXX District, XXXX School & the Missouri Department of Education**

Acknowledgement: The XXXXX District has submitted a District Performance Contract on behalf of the District and this School Performance Contract is attached to the District Performance Contract on behalf of the XXXX School. The school has been identified as a low performing school. The terms of this School Contract are binding on the School.

1. DEFINITIONS,

- 1.1 "Performance Contract" means this contract between the District and the Missouri Department of Elementary and Secondary Education which includes the District contract and the School Contract for each District school identified by the Department as a low performing school.
- 1.2 "Applicable Law" means all state and federal laws and rules applicable to Missouri School Districts and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Missouri Legislature and/or appropriate federal and state agencies.
- 1.3 "District" means the XXXXX School District.
- 1.4 "School" means any low performing school administered by the XXXX School District.
- 1.5 "Low Performing School" means any school with an Annual Performance Report below 70% and non-assessed schools identified as feeder schools to the low performing school.
- 1.6 "Department" means the Missouri Department of Elementary and Secondary Education.
- 1.7 "Resources" means people, scheduled time, and funding.
- 1.8 "Feeder School" means any school that contains grade levels not assessed in the Missouri Assessment Program that sends a majority of its students to another school

2. TERMS OF AGREEMENT

- 2.1 Effective Date. July 1, 20XX.
- 2.2 Expiration Date. June 30, 20XX.
- 2.3 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. District and Department agree and consent to the exclusive jurisdiction of the courts of the State of Missouri for all purposes regarding this Agreement.

3. STRUCTURE

- 3.1 District Authority. Except as otherwise provided by this Agreement or Applicable Law, the District has authority, control, power, administrative or financial responsibility over the District and its schools.

4. OPERATING REQUIREMENTS

- 4.1.1 Compliance with Law. The School will at all times comply with all Federal and State laws that apply to the district.
- 4.1.2 Resources. The District and Schools will ensure that adequate resources are provided to implement the provisions of the District and attached School contracts. Further, the District and Schools agree to minimize time spent on

other interventions and/or strategies except those that further enhance the implementation of the interventions agreed to in the District and School contracts or those necessary to fulfill requirements of Individualized Education Programs (IEPs).

4.2 Other Requirements. The District and/or School must perform the following:

- 4.2.1 Budget. The District shall adopt annual budget no later than July 1 of each fiscal year. The budget must allocate sufficient financial resources to implement this Contract.
- 4.2.2 Financial Reports. The District shall produce and provide upon request District and School financial reports including a balance sheet, an actual-vs.-budget income statement, cash flow projections, check register, contracts and an accounts payable aging report for all bills older than 30 days.
- 4.2.3 Student Assignment. The District may not re-assign pupils on the basis of intellectual ability, measures of achievement or aptitude in order to meet any of the performance requirements of the District or attached School contracts. The School may not limit admission to pupils on the basis of ability, race, religion, or any other factors, other than the capacity of the program, class, grade level or building.
- 4.2.4 Staffing. The District and Schools must assign staff in a manner that provides high quality educational opportunities for all students in all schools.
- 4.2.5 Reporting by the District and Schools. The District and Schools will use standard data and report filing systems. Additional information required to monitor performance of this Contract and its attachments will be provided in a form and at times agreed to by the District and the Department.

4.3 Targets. The District will meet the following annual targets.

Target Area	Measurement Tool	Annual Targets
Graduation rate	4, 5 and 6 year graduation rate	<ul style="list-style-type: none"> • 2014 –72% • 2015--76% • 2016--83%

5. Interventions

5.1 The XXXX School will implement the interventions selected below (descriptions of these interventions are provided in the Missouri School Improvement Program: Classification, Support and Intervention plan). Please select all that apply.

Intervention	Implement throughout School	Implemented in selected grade levels
Missouri Leadership for Leadership, Excellence Achievement and Development (MOLEAD)	X	
Comprehensive Literacy Plans		6,7
Teacher/Leader Standards	X	

Research-Based Effective Practices	X	
Educator Evaluation System	X	
School Level Data Team	X	
Grade level/grade span/content area data teams		X
State provided formative assessment system	X	
Early childhood education for children 1 year prior to kindergarten entry		
Early childhood education for children 2 years prior to kindergarten entry		
Extended learning opportunities for all students		

6. OVERSIGHT

- 6.1 Accountability Plan. The School will develop an accountability plan which describes the implementation of the School contract. The Accountability Plan will include as a minimum, detailed implementation timeline for major interventions, person responsible at the School, and how process and progress will be measured. The School will use intervention tools provided by the Department whenever those tools exist unless the Department permits the School to use another tool.
- 6.2 Evaluation. The School will be annually evaluated in accordance with the Missouri School Improvement Program and with the terms of this Performance Contract.

7. GENERAL TERMS

- 7.1 Amendments. No changes to this Contract are valid unless they are in writing and signed by the parties.
- 7.2 Severability. If any provision in this Contract is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Contract.
- 7.3 Entire Contract. No party has relied upon any oral statements or promises that are not set forth in the Contract and Attachments.
 - 7.4 Assignment & Successors. This Contract cannot be assigned to any other party but remains the exclusive agreement between the District, the School and the Department. The terms and provisions of these Contracts are binding on and shall inure to the benefit of the parties and their respective successors.
- 7.5 Authority of Signatories: The signatories below represent that they have the authority to bind the District and the Schools and the Department to full compliance with this Contract.

DISTRICT

School

Signature _____
 Name _____
 Title _____
 Date _____

Signature _____
 Name _____
 Title _____
 Date _____

APPENDIX D



Crosswalk of Interventions and Top 10 By 20 Plan

Intervention	Top 10 By 20 Plan
Missouri Leadership for Excellence, Achievement and Development (MOLEAD)	Goal 3; Obj. 2; Strategy 2-- Ensure districts implement the Seven Essential Principles of a quality evaluation system. Provide districts access to educator evaluation resources aligned to the Missouri Educator Standards.
Comprehensive Literacy Plans	Goal 1; Obj 1; Strategy 1; Action 1—state standards, model curricula; formative assessments
Teacher/Leader Standards	Goal 3; Obj. 2; Strategy 2-- Ensure districts implement the Seven Essential Principles of a quality evaluation system. Provide districts access to educator evaluation resources aligned to the Missouri Educator Standards.
Research-Based Effective Practices	Goal 1; Obj. 1; Strategy 2; Action 3-- Identify, disseminate and promote best practices in teaching, leading and learning
Educator Evaluation System	Goal 3; Obj. 2; Strategy 2-- Ensure districts implement the Seven Essential Principles of a quality evaluation system. Provide districts access to educator evaluation resources aligned to the Missouri Educator Standards.
Data Teams (district, school, classroom)	Goal 1; Obj. 1; Strategy 2; Action 4—data based decision-making
State provided formative assessment system	Goal 1; Obj. 1; Strategy 1; Action 1—state standards, model curriculum, formative assessments
Early childhood education for children 1 year prior to kindergarten entry	Goal 2; Obj. 2—increase access to early learning services
Early childhood education for children 2 years prior to kindergarten entry	Goal 2; Obj. 2—increase access to early learning services
Extended learning opportunities for all students	Goal 1; Obj. 1; Strategy 2; Action 3-- Identify, disseminate and promote best practices in teaching, leading and learning



The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.

**Missouri School Improvement Program: Classification, Support and Interventions
Summary of Tiers**

Status	Identification	Supports	Interventions
Tier I	*Accredited *District: APR above 75% *All schools: APR Above 70%	<u>Optional Supports</u> Model Curriculum Formative/benchmark Assessments Data Team Training Educator Evaluation System	CSIP Optional Supports Possible state recognition and modeling
Tier II(a)	*Districts: APR less than 75% *District: two consecutive years of a 5% decline in APR *School(s): less than 70% APR *Significant achievement gap	<u>Optional Supports</u> Model Curriculum Formative and benchmark Assessments Data Team Training Educator Evaluation System	CSIP (district oversight and implementation) Letter of notification Call for local intervention Optional Supports Quarterly monitoring
II(b)	Tier II more than 2 years	<u>Recommended Supports</u> Model Curriculum Formative/benchmark Assessments Data Team Training Educator Evaluation System OR School-focused Accountability Plan Academic Achievement Teacher/Leader Effectiveness Quality Instruction Governance and Finance	Letter notification Continued call for local intervention CSIP (comprehensive/focused review; MSIP Process and Resource Standards) Recommended Supports Focused monitoring by Area Supervisors OR Region School Improvement Team may be activated Development and submission of an Accountability Plan Focused monitoring by Area Supervisors
Tier III	Provisional Accreditation	<u>Focused Interventions</u> Teacher/Leader Standards Leadership Development Educator Evaluation System Research-Based Effective Practices Comprehensive Literacy Plan State-Provided Formative Assessment System Data Teams (district, school, classroom) Extended learning opportunities	Performance Contract between local board and State Board of Education Call for collective intervention School by school intervention and accreditation Annual targets with consequences Terms of agreement Interventions outlined from list of focused interventions
Tier IV	Unaccredited (State Board of Education Action) <ul style="list-style-type: none"> Maintain district and elected board for all schools 	Prescribed use and monitoring of <u>Focused Interventions</u> (see above)	Provide guidance on student transfers Redefined performance contract (2 years maximum) Onsite audit of financial solvency State fiscal monitor appointed Maintain employee contracts

	<p>Unaccredited (State Board of Education Action)</p> <ul style="list-style-type: none"> • Replace an elected board with an alternate governance structure 	<p>Prescribed use and monitoring of <u>Focused Interventions</u> (see above)</p>	<p>Provide guidance on student transfers Alternate Governance Existing contracts voided</p> <ul style="list-style-type: none"> • Probationary, one-year, contracts may be offered • Performance-based evaluation determine continued employment <p>Onsite audit of financial solvency State fiscal monitor appointed</p>
	<p>Unaccredited (State Board of Education Action)</p> <ul style="list-style-type: none"> • State appointed District Administrator who reports to the Commissioner of Education 	<p>Prescribed use and monitoring of <u>Focused Interventions</u> (see above)</p>	<p>Provide guidance on student transfers Direct Department Oversight of Operations Existing contracts voided</p> <ul style="list-style-type: none"> • Probationary, one-year, contracts may be offered • Performance-based evaluation determine continued employment <p>Onsite audit of financial solvency State fiscal monitor appointed</p>
Tier V	<p>Lapse (State Board of Education Action)</p> <ul style="list-style-type: none"> • Departmental Operational Oversight 	<p>Department determines and appoints necessary staff to oversee transition Creation of a collaborative</p> <ul style="list-style-type: none"> • Provide administrative support and educational programs • Operate schools directly or under contract • Develop contracts with high-performing neighboring districts • 	<p>Student transfers cease 167.131 RSMo Local Board of Education Removed Direct Department Oversight of Operations</p>
	<p>Lapse (State Board of Education Action)</p> <ul style="list-style-type: none"> • Restructure all or part of the lapsed school district into one or more school districts within the territory of the lapsed district 	<p>Department determines and appoints necessary staff to oversee transition</p> <ul style="list-style-type: none"> • Provide administrative support and educational programs 	<p>Student transfers cease 167.131 RSMo District no longer exists</p>
	<p>Lapse (State Board of Education Action)</p> <ul style="list-style-type: none"> • Assign students of the lapsed district to one or more accredited districts 	<p>Department determines and appoints necessary staff to oversee transition</p> <ul style="list-style-type: none"> • Provide administrative support and educational programs 	<p>Student transfers cease 167.131 RSMo District reorganized Annual review of data impact on receiving school's accreditation</p>