Designing MOUs for Lead Partners

February 2010
This report represents an extension of Mass Insight’s research on Partnership Zones as a model for school turnaround. The findings in this presentation focus on the need for and creation of Memorandum of Understandings (MOUs) to establish relationships between Lead Partners and states/districts.

The Lead Partner is a new entity, developed internally at Mass Insight, but its design was influenced by various models currently in operation. Therefore, our recommendations are derived from both existing MOUs issued for roles similar to the Lead Partner as well as internal Mass Insight analysis. The external research for this report included reviews of MOUs from Chicago Public Schools (CPS)/Academy for Urban School Leadership, Los Angeles Unified School District/Green Dot, Newark Public Schools/Seton Hall, and CPS’s Fresh Start and Turnaround schools as well as interviews with key staff in Chicago, New York, Washington, Philadelphia, and Los Angeles.

Note that the guidance in this document was crafted specifically for Lead Partner MOUs; the recommendations may not be relevant for other models.

Mass Insight continues to lead research and development efforts in the turnaround sector both on a national level and for individual state partners. Our national Partnership Zone Initiative is funded by an initial grant from the Carnegie Corporation of New York, with a partial match from the Bill & Melinda Gates Foundation.
• Overview of a Lead Partner MOU

• MOU design and development process

• Potential challenges

• Promising practices
A Memorandum of Understanding (MOU) is the foundation of a successful partnership

**Purpose of an MOU**

To articulate the roles and responsibilities of the Lead Partner and the contracting state or district agency

**Goals of an MOU**

Once a Lead Partner is selected to manage an underperforming school, an MOU serves to:

- Formalize an understanding between parties
- Codify the terms of the partnership as described in the accepted proposal (through a Request for Proposal process)
- Establish goals and benchmarks for both partners and districts/states
- Create a sense of partnership and common goals
- Provide a blueprint for the structure of the working relationship
- Provide details on the disbursement of local, federal, and state dollars
- Ensure fidelity of implementation
- Protect investments on both sides
- Clarify consequences for failing to meet any of the conditions (for all parties)
MOUs are used to detail relationships between states/districts and Lead Partners

Lead Partners are non-profit organizations or units of central offices on contract with the district central office or state for schools

<table>
<thead>
<tr>
<th>Responsibilities of a Lead Partner</th>
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<tbody>
<tr>
<td>• <strong>Sign a 3-5 year performance contract for student achievement</strong> with the district or state; the agreement assigns the Lead Partner responsibility for a small “intentional” cluster of schools¹ where systems and programs will be aligned and holds the Lead Partner accountable for improving the student achievement</td>
</tr>
<tr>
<td>• <strong>Assume authority for decision making on school staffing</strong> (as well as time, money and program); in particular, the Lead Partner:</td>
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<tr>
<td>• Hires a new principal or approves the current one</td>
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<tr>
<td>• Supports the principal in hiring and replacing teachers and has responsibility for bringing in a meaningful cohort of new instructional staff</td>
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<tr>
<td>• <strong>Provide core academic and student support services</strong> directly or align the services of other program and support partners, who are on sub-contracts with the Lead Partner, and build internal capacity within the schools and by extension, the district</td>
</tr>
<tr>
<td>• Has an <strong>embedded, consistent and intense relationship with each school</strong> during the turnaround period (5 days per week)</td>
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</tbody>
</table>

¹Under ideal circumstances, a Lead Partner will manage a cluster of 3-5 schools within a district to achieve alignment and leverage scale, however could also begin by managing a single school. The cluster model is consistent with Mass Insight’s Partnership Zone framework.
Once Lead Partners are selected, the MOU outlines the nature of the relationship.

The role of the state or district choosing to use Lead Partners:

RFP Selection Process
- Issue RFP
- Market RFP (identify and approach candidate partner organizations)
- Review proposals and select partner

MOU Process
- Develop Memorandum of Understanding (MOU) to guide relationship with partner

Post-MOU work
- Provide ongoing oversight of performance agreements
- Provide autonomies described in MOU
- Provide service and support described in MOU
- Ensure faithfulness of implementation

The state or district turnaround office must drive this process forward with the support of the legal department and/or external experts.

Note: Process is repeated for each cohort of new schools.
Thorough MOUs can secure autonomy, accountability, and support services for Lead Partners

**Lead Partners** are guaranteed the autonomies, resources, and support services they need from the district/state to do the work

**States and districts** ensure that Lead Partners will be held accountable for results

**Both** parties benefit from a high level of detail and clarity upfront
• Overview of a Lead Partner MOU

• MOU design and development process

• Potential challenges

• Promising practices
MOUs vary depending on the level of accountability and authority given to partners...

<table>
<thead>
<tr>
<th>Role</th>
<th>Technical Assistance (TA)</th>
<th>Intermediary Organization</th>
<th>Lead Partner</th>
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<tbody>
<tr>
<td></td>
<td>Providers offer a service or set of services to the school that fulfill a defined function</td>
<td>Organizations take on a more comprehensive range of responsibilities than TA providers and partner closely with school leadership to facilitate student success</td>
<td>Partners take on accountability for school performance and receive significant authority over the large majority of school design and operational elements</td>
</tr>
<tr>
<td>Level of responsibility</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>Examples</td>
<td>America’s Choice</td>
<td>New Visions for Public Schools (NYC)</td>
<td>AUSL, LAUSD Innovation Schools</td>
</tr>
</tbody>
</table>

MOUs grow in length and specificity to correspond with increasing levels of partner responsibility
.... but all include four major components

1. Terms of Agreement
2. Operating Conditions and Services
3. Performance Accountability
4. Governance: Roles & Responsibilities
The terms of agreement delineate the basic provisions of the contract

1 Parties to agreement
   – Who is the contracting agency (state or district)?
   – Is the partner a separate 501(C)3?

2 Duration of agreement
   – How long does the agreement last?

3 Options for renewal, expiration, and termination

4 Funding and compensation for partners
   – Do partners receive a management fee?
   – How is the amount determined?
The operating context component of the MOU answers two main questions

<table>
<thead>
<tr>
<th>What autonomies will the Lead Partner have available?</th>
<th>What will the state and/or district provide to Lead Partners to ensure autonomies?</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Ability to review school staff</td>
<td>• Policy waivers and exemptions</td>
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<tr>
<td>• Ability to replace school staff</td>
<td>• Knowledge of applicable state law</td>
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<tr>
<td>• Ability to replace school leader</td>
<td>• Negotiation with law- and policy-makers for advantageous changes</td>
</tr>
<tr>
<td>• Ability to move staff within building</td>
<td>• Collective bargaining modifications/thin contracts</td>
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<tr>
<td>• Ability to arrange schedule/staff as needed</td>
<td>• Modified service agreements for operations (e.g. facilities, budgets, etc.)</td>
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<tr>
<td>• Ability to change curricular &amp; extracurricular programs</td>
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<td>• Extended day/year</td>
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<td>• Change in work rules</td>
<td></td>
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<tr>
<td>• Pay for extended time</td>
<td></td>
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<tr>
<td>• Pay for performance/incentive pay</td>
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</table>

“An MOU is going to vary based upon the legal and district context, but it should do as much as it possibly can to guarantee the operator can function in the midst of the [legal/district] climate it finds itself in.”

– Josh Edelman, Office of School Innovation, DC Public Schools
Accountability for performance must be explicitly addressed in the MOU

**MOU should include an agreed upon definition of success (including benchmarks & timelines)**

- How will the state/district hold the partner accountable?
  - Leading indicators (organizational efficacy, financial stability)
  - Lagging indicators (student achievement data)

- Partners and districts/states can work together to develop appropriate qualitative and quantitative metrics

- Identify measures of implementation accountability to determine if provider is being faithful to the accepted proposal

- Define what can be expected in 1 year, 2 years, 5 years

- Define what supports are in place if performance lags

Note: See one of Mass Insight’s companion reports, *Evaluation Metrics*, for additional suggestions on this topic. The report is available on our website, [www.massinsight.org](http://www.massinsight.org).
Performance accountability: potential measures of success

**Different contexts will require different measures of success**

Examples may include:
- Defined end-point, e.g., low-income students perform at or above state’s non-low-income students to truly close the achievement gap (New Schools Venture Fund uses this model for 3 year measurements); measure annual growth towards this goal
- Specific targets and different metrics for the various quartiles, including moving students out of the lowest quartile
- Student attendance, attrition, graduation rates
- Measurements of college readiness, e.g., ACT/SAT scores, college applicant, admittance and graduation rates
- State and federal metrics such as AYP

Most models use a combination of measurements: for instance, Los Angeles’ new system will include:
- 3rd Party quality review
- Attendance
- CST scores
- Graduation rate
- School climate
- State and federal metrics such as AYP and API
MOU must clearly state the roles and responsibilities of the various parties

*Ensure that each person involved at each level has a clear set of roles, responsibilities, authorities, and consequences*

**MOU should outline:**

- How district staff are empowered including authority from the executive leadership
  - Ensure streamlined services/operational support
  - Ensure modified policy conditions (modified CBA, per pupil budget)

- Organizational structure of partner organization
  - Determine if staff from the partner organization or the district ensures state compliance and completes required reporting
  - Determine who is responsible for non-academic operations
  - Determine how relationships with subcontractors/supporting partners are structured

- Clearly defined reporting procedures and expectations for financial and academic performance
  - Include organizational charts from partner organizations
  - Include financial statements from partner organizations
Responsibilities should be clearly assigned for a comprehensive set of functions

Framework of roles and responsibilities for MOUs

<table>
<thead>
<tr>
<th>Academic Program:</th>
<th>Non-Instructional Staff:</th>
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<tbody>
<tr>
<td>Program theme</td>
<td>HR related to union staffing</td>
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<tr>
<td>Curriculum</td>
<td>HR related to non-union staffing</td>
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<tr>
<td>Assessment</td>
<td>Management of union non-instructional staff</td>
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<tr>
<td>Data management</td>
<td>Services:</td>
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<tr>
<td>Promotion/graduation</td>
<td>Facilities maintenance</td>
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<td>HR (payroll)</td>
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<td>Technology infrastructure</td>
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<td>Dining services</td>
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<td></td>
<td>School security</td>
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<td>Principal:</td>
<td>School Climate:</td>
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<tr>
<td>Leadership selection</td>
<td>Dress code</td>
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<td>Leadership compensation</td>
<td>Parent involvement</td>
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<td>Leadership employment</td>
<td>Community partnerships</td>
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<td>Leadership evaluation</td>
<td>Discipline</td>
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<tr>
<td>Systems:</td>
<td>Admissions policy</td>
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<tr>
<td>Budget allocation</td>
<td>Class size</td>
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<td>Procurement</td>
<td>Attendance</td>
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<td>School calendar</td>
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<td>Professional development</td>
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<td>Weekend/summer school</td>
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<td>Teachers:</td>
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<td>Selection</td>
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<td>Compensation</td>
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<td>Pension</td>
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<td>Tenure</td>
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<td>Benefits</td>
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<td>Performance evaluation</td>
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<td>Grievances</td>
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Suggested MOU Outline

**Background** An overview of the relationship and an explanation of why the parties are entering into it

**Description of the performance contract**
- Length of the partnership
- Methods and standards of evaluation
- Consequences for failing to meet performance targets
- Protocol for partnership termination
- Protocol for partnership renewal

**Assignment of responsibility of management aspects**
- Autonomies granted by the district to the partner
  - Hiring/termination of staff and annual review
  - Performance or incentive pay
  - Curriculum design and implementation
  - Daily and yearly schedule
  - Program modification, elimination or creation
  - Non-academic student support services
  - Professional development
  - Ability to raise additional funds
- Building maintenance, repair or construction
- Food service
- Transportation
- IT infrastructure

**Legal Context**
- Exemption from specific collective bargaining agreements and school board or district regulations that may limit autonomy
  - Legal clauses:
    - Intellectual property rights
    - Non-assignment
    - Liability
    - Confidentiality
    - Jurisdiction
    - Method of communication between the parties
    - Non-discrimination

**Dispute Resolution**

**Signatories**
- District superintendent or State Education Agency representative
- Lead Partner representative
- Local school committee or board of education
- Union Representative (in some cases)

Note: Modified work agreements are critical to the Lead Partner agreement and can be included in the MOU or specified in a separate agreement (thin contract).
Tips for the MOU development process

• **Allow sufficient lead time:** A thorough MOU may take several months to negotiate (especially in cases where the partner model is new to the district).

• **Expect input from multiple parties:** Agreements are typically negotiated by (partner and district) legal departments, with input from partner central offices and district new schools offices.

• **Supportive legal counsel is important:** The turnaround office must have substantial leverage with the legal department to secure maximum autonomy. “*We tried not to tell the lawyers how to do their job. Our [district’s] job is to work with the lawyers to advocate what we think is best to ensure quality is met.*” (District official)

• **Execute early:** Agreements should be finalized well before intended opening of school, ideally winter/spring of prior school year.

• **Improve agreements with every iteration:** For subsequent drafts of the same MOU, and also for every new partner or district contract undertaken, take the time to make thoughtful revisions.

• **Seek to work together:** By aiming for a negotiation process that is collaborative rather than confrontational, all parties can use the exercise as an opportunity to build trust.

• **Tap senior officials when necessary:** Involve Superintendent-level leadership in any substantive disagreements about content.

• **Reference all additional documents in the MOU itself:** Refer specifically to any supplemental materials (e.g., Modified CBAs, Shared Use Agreements) to be drafted simultaneously or subsequently.
• Overview of a Lead Partner MOU

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Be aware of common challenges when developing an MOU

• Context is paramount: most fraught topics tend to be in areas with a history of contention in particular localities

• Some issues result in significant negotiation upfront; however, it is equally common to realize after the fact that the MOU lacked clarity or specificity around a particular topic

• Expect changes in course from proposal stage to MOU execution, particularly if state/district is unable to deliver on promised autonomies

• Most common areas of disagreement are personnel and facilities (see following slides)

“The completed MOU has to offer a direct line to what was declared in the RFP process. There shouldn’t be any bait-and-switch factor from either party.”

– Josh Edelman, Office of School Innovation, DC Public Schools
A number of broader issues can also plague MOU design (1 of 2)

- Lack of precedent may leave agreement vulnerable to legal challenges
- Failure to secure proper waivers or concessions in advance can obstruct negotiation process
- Autonomy is frequently limited by outside constraints, e.g., LAUSD MOU waives “mandatory adherence to all Board and district policies that are not explicitly made applicable” yet many of these policies descend from state law or concern legally mandated health and safety procedures
- High cost of failure if either party cannot deliver on commitments made in the proposal process

“Changes in what the parameters are or what the autonomies are can impact not just this provider but the entire future of partner relations...Any good provider will talk to current providers when making a decision about whether or not to come into a district.”

– Josh Edelman, Office of School Innovation, DC Public Schools
A number of broader issues can also plague MOU design (2 of 2)

Sharing Resources

“The devil will always be in details such as, whose problem is a leaky roof?”

– Ben Rayer, Chief Charter, Partnership and New Schools Officer, School District of Philadelphia

• Ongoing sharing of resources will require more negotiation than one-time delegation of responsibility
• High-cost areas of service delivery (facilities, SPED) are most likely to be shared
• Many partners have no interest in becoming “mini-districts” handling issues such as lunch, school nursing, or transportation
• Additional funding and philanthropic support may bypass district and flow directly to provider

Achieving the Right Level of Specificity

“People can spend all their energy crafting documents.... But no one document will ever have all the answers. There has to be room to work together.”

– Garth Harries, Asst Supt for Portfolio and Performance Management, New Haven Public Schools

• Some details legitimately cannot be determined in advance and thus it is logical to leave room for additions, revisions, and supplements
• A too-rigid agreement leaves insufficient room for true collaboration
• However, gaps in MOU leave arrangements especially vulnerable in the (frequent) case of district leadership change
In addition to the general pitfalls, a number of specific MOU topics are frequently contentious

<table>
<thead>
<tr>
<th>Problematic Topics</th>
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<tbody>
<tr>
<td>1. Selection, supervision, and evaluation of personnel</td>
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<tr>
<td>2. Facilities</td>
</tr>
<tr>
<td>3. Community engagement and feedback</td>
</tr>
<tr>
<td>4. Special education</td>
</tr>
<tr>
<td>5. Performance accountability</td>
</tr>
<tr>
<td>6. Additional funding and philanthropic support</td>
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</tbody>
</table>
The selection, supervision, and evaluation of personnel must be carefully addressed in the MOU

Many partnerships result in a mix of district and partner employees working side by side; this makes lines of employee accountability challenging

• Agreements need to specifically state whether non-District (partner) employees have the authority to evaluate and fire District employees

• Some MOUs (such as LA) fail to specify whether district employees can be fired, sowing seeds for future contention

• Personnel autonomies need to be secured (through union thin contract, side letter or waiver) as the agreement is executed, rather than after the fact

• It is particularly critical that this section of the MOU is thoughtful and specific as collective bargaining units are almost certain to challenge the legality of any agreement, irrespective of grounds

• Questions to be resolved at the outset of the partnership:
  o Are school personnel district employees or partner employees?
  o Does partner have specific authority to hire and fire the principal?
  o To whom does the principal report? What issues are created if x reports to y?

“It is really confusing to have people reporting to two or more supervisors with different sets of objectives. It’s not fair to employees. No one can do their best work in that situation.”

– Former District Official, Los Angeles Unified School District
## Facilities management is especially vulnerable to potential conflict

*Conflicts arise for two reasons: ongoing sharing of resources and high associated expenses*

<table>
<thead>
<tr>
<th>General terms</th>
<th>Outstanding issues</th>
</tr>
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<tbody>
<tr>
<td>- Most districts develop shared use agreements or procedures manuals to outline facilities management in further detail</td>
<td>- If schools are “owned and operated” by the District, to what extent does partner get a voice in their management?</td>
</tr>
<tr>
<td>- Schools located in district-owned buildings are typically covered for basic maintenance and wear and tear</td>
<td>- Decisions still need to be made about how to structure financial responsibility: MOUs could dictate a per-pupil facilities fee, or differentiate between renovations and repairs</td>
</tr>
<tr>
<td>- Address personnel (e.g., custodians, engineers) that will be responsible for various tasks; these staff can have a significant impact on school culture</td>
<td>- Various terms, e.g., “wear and tear” can be subjective:</td>
</tr>
<tr>
<td></td>
<td>- Ex: LA provider wanted replacement windows and new paint – yet agreements were vague about whether this was covered by District without additional cost. District initially refused to allocate funds.</td>
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</tbody>
</table>
Few MOUs create mechanisms for ongoing community engagement

**Effective MOUs recognize that successful partnerships depend upon the ongoing support of the community**

- Most RFPs require a community engagement plan, yet MOUs generally do not create mechanisms to ensure their implementation.

- Typically, community involvement ends after partner selection phase.

- Difficult balance to ensure community accountability without imposing undue added constraints on provider.

- No clear answer to the question, “What if teachers or parents want out?”

- Examples: Chicago experienced some community resistance; LA teachers voted “no confidence” but had no recourse.
Special education can be particularly difficult because of the financial burden and extensive legal implications

- Special Education services, even in the absence of external partners, can be expensive and litigious

- Issues can compound when districts and partners share responsibility for service delivery

- Special education services are expensive and can rely heavily on economies of scale; for instance, special education transportation can become a huge expense if individual or small groups of students must be bussed to different schools (e.g., DC)

- Some partners will want districts to retain responsibility for SPED service delivery, either temporarily or permanently (e.g., LA)

- MOU needs to be explicit about the exact configuration of partner/district responsibilities on this issue

- Failure to provide adequate special education is prime grounds for legal action; if providers are incentivized to cut costs, this could get the district sued

“Districts will have a strong need for self-protection in this area and providers need to understand that.”

– Former District Official, Los Angeles Unified School District
Performance accountability extends beyond simple metrics

• Most MOUs put a great deal of effort into defining achievement benchmarks, but accountability needs to run deeper than benchmarks alone

• Fidelity of implementation is also important: is the provider doing what it said it would do in the proposal?

• Some MOUs underestimate the importance of year 1 accountability – just because there is no performance data yet doesn’t mean there is no accountability; when possible, MOUs should include a rubric to evaluate leading indicators

• Example: LA’s MOU called for accountability measures to be determined at a later date but, soon after MOU was signed, financial and leadership context changed
Philanthropic funding creates both opportunities and challenges

• Philanthropic funding can bypass districts and flow directly into the schools, creating both opportunities and challenges

• Nearly all providers have to supplement district funds, at least at first

• Can be a benefit of partnership model; in an environment where donors are often reluctant to give money directly to districts, nonprofits may have an easier time generating additional funds

• MOUs lack mechanisms to ensure that the partners use the funding (or a certain amount thereof) directly to help the schools

• May be difficult to achieve consensus on this issue: providers should be entitled to use additional monies without undue constraint
  • However, be wary of very unpopular and controversial ways to spend funds that don’t directly benefit the school (e.g., central office overhead, high-priced consultants)
  • Negative publicity and poor public relations can, in turn, undermine the entire initiative

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• Overview of a Lead Partner MOU
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• Promising practices
Research suggests a number of promising practices for MOU development and subsequent partner relations

1. Alignment of autonomies, goals, and incentives
2. Co-development of supporting agreements
3. Thorough performance accountability
4. Ongoing support and communication
5. Multi-directional feedback mechanisms
6. Clear ownership and focal point for initiative
1. Autonomies, goals, and incentives need to be well-aligned throughout the process (1 of 2)

**Align autonomies**
- Agreements should offer a direct line back to what was stated in the RFP process: an assurance that the district can (and is willing to) deliver on promised autonomies.
- Before agreement is executed, be sure to alter or secure exemptions from any collective bargaining agreements, district regulations or state legislation that prevents the state or district from granting these autonomies to partners.

**Acknowledge context**
- Be realistic about what levers are needed.
- Reduce incentives to inflate partner results or limit services to decrease cost.
- Offer clear recourse (including termination of agreement) if any pending legal issue is not resolved in a way which affords the partner the necessary tools to do the job.
Autonomies, goals, and incentives need to be well-aligned throughout the process (2 of 2)

**Align funding incentives**
- Funding formulas should incentivize robust participation
- Be sure per-pupil funding comprises a significant portion of funds disbursed to to the school
- Best practice may be a combination of per pupil and lump sum, as long as per pupil funding is set up to encourage fully enrolled schools
- It is critical that agreements contain very clear per pupil addition statements

**Align enrollment incentives**
- If pertinent to the particular district, MOUs should specify the enrollment requirements of the partner operated schools (e.g., that schools should be demographically identical to the district overall)
- Clauses should consider racial and socioeconomic composition of school as well as target percentages of regular and special education students
- All current students should have the right to re-enroll if they choose

**Revisit and realign periodically**
- Some district officials feel that check-ins and consequences for enrollment and demographic parity should be calculated twice yearly so retention is also incentivized

*Partnership agreements should promise and deliver the same change levers all the way through the process.*
## 2 Prepare supplemental materials concurrently with MOU

### Key points

- While not all operational matters can be decided upon up front, any matter that requires significant negotiation should be discussed before the contract is signed.
- Budget allocations and staffing agreements, in particular, should be part of MOU and not relegated to supplemental materials.
- Informal understandings and “gentlemen’s agreements” do not survive leadership turnovers.
- If items must be determined at a later date, build in specific deadlines regarding when they will be completed.
- A clear process should be established, and delineated in the MOU, for resolving future issues.

### Recommended supplemental materials to an MOU

- Roles and Responsibilities Manual
  - What are the functions and responsibilities of the district?
  - What are the functions and responsibilities of the partner?
- Operational Guides/Policy Manuals
- Facilities/Shared-Use Agreements Manual
- Accountability and Evaluation Guides
Performance accountability systems should incorporate more than year-end testing

- While many agreements don’t really begin to assess performance until several years of year-end test data are available, the best partnerships find ways to evaluate performance much earlier

- Accountability begins in Year 1; even though it is not reasonable to expect rapid and dramatic testing improvements a number of other measures can be used:
  - Leading indicators
    - E.g., student behavior, student and teacher attendance, enrollment in advanced classes, student engagement
    - Note that many leading indicators are counterintuitive (e.g., incidences of poor student behavior may rise as students adjust to a stricter, better enforced discipline code); leaders must be aware and account for these seemingly negative trends
  - Organizational health measures, e.g., financials, organizational structure, and processes

- MOU should specify accountability metrics for Year 1, Year 2, and Year 3 at the outset.
  - Example, one successful model (District of Columbia Public Schools):
    - First year benchmarks: attendance, school climate measures
    - Second year: require some achievement gains
    - Third year: must show real progress, 25 point total increase from baseline

- Midpoint check-ins can clarify relationship and establish trust
  - For example, walk-throughs, monthly benchmarking meetings
  - Such check-ins may not feel invasive if expectations are established in the MOU phase

“We fielded many requests from parents, teachers, and community members to conduct oversight of ‘what was going on’ with the partners... It would have been ideal if we had agreed upon metrics for a mid-year checkpoint.”

– Former District Official, Los Angeles Unified School District
Design multi-directional feedback mechanisms to give all stakeholders a voice

- While partner-to-district accountability is critical, the best systems will find a way to operationalize partner feedback and community feedback as well.

- While it is somewhat common to have community feedback in the partner selection process, community feedback often diminishes once partnership is underway, though it is in all parties’ interests to sustain community support.

- Inclusion of a forum for public and staff input in MOUs should increase the efficacy of the turnaround effort.

- Best practice is to require a community engagement strategy that welcomes feedback to build community understanding of and support for the turnaround partnership.

- Example: Philadelphia (borrowing from Baltimore) is building a parent/community satisfaction survey into partnership evaluation as one measure of success and to give families a voice.

- In addition to community feedback, the MOU should also outline some sort of district accountability or way for partner to rate their support from district.
  - Example, Los Angeles had discussed issuing a “District Report Card,” though it was never actually implemented.

“Ideally the whole process should be used to establish and build trust. Create a sense that this is a partnership, a collaboration . . . that won’t happen unless all parties have a voice.”

– Josh Edelman, Office of School Innovation, DC Public Schools
Ongoing communication is critical

• Even well-designed MOUs will need to be supplemented with regular communication and shared problem-solving

• While MOUs are designed to protect both parties and afford a minimum level of agreement, they will never be comprehensive enough to substitute for building effective working relationships

• MOU should identify mechanisms for ongoing communication and dispute resolution: who are the contacts, and how can they help?

• Chicago’s MOUs contain language guaranteeing a partner advocate at the district level:
  • “The Chief Executive Officer shall maintain designated administrative leaders to serve as direct contracts with CTU Fresh Start coordinator(s) whose role it shall be to ensure that FS Schools comply with Board Rules and Policies and resolve issues and problems confronted by the FS school, the CTU, and the ILT in implementing the performance plan and the SIP.”

“External management was never intended to be merely a hand-off... the work is just too hard if providers are in isolation.”

   – Josh Edelman, Office of School Innovation, DC Public Schools
Clear ownership and focal point for initiative

- Even the most well-constructed MOUs are meaningless without district/state support behind them
- For MOUs to be executed properly, there needs to be oversight (both accountability and assistance)
- In the best scenario, the partnering state or district would have an office specifically dedicated to the oversight of all Lead Partners and would be responsible for upholding the terms of the MOU
- The District Turnaround Office or liaison will:
  - Be clearly empowered by the Superintendent
  - Serve as the single point of contact and communication between district and partners
  - Have appropriate resources to execute the responsibilities outlined in the MOU (accountability, budget flexibility, facilities shared-use)

While ownership and clear responsibilities must be established, MOUs must also impart the spirit of partnership and cooperation critical to the success of such relationships. Parties must feel a sense of shared responsibility and need to use collaborative problem solving processes throughout the relationship.
This report and related documents are the result of a research and development process led by Mass Insight with the support of various partners.

It should be used in conjunction with the Main Report, “The Turnaround Challenge: Why America’s best opportunity to dramatically improve student achievement lies in our worst performing schools,” and a variety of other resources we have developed and distributed.

For more information on The Turnaround Challenge and our Partnership Zone Initiative, please visit our website at www.massinsight.org or contact us at turnaround@massinsight.org.