



INDIANA STATE BOARD OF EDUCATION

MEMORANDUM

To: Indiana State Board of Education
From: Ron Sandlin, Senior Director of School Performance & Transformation
Date: March 6, 2019
RE: Navarre Middle School - School Improvement Intervention

ISSUE: The Indiana State Board of Education (“Board”) is required to consider school improvement intervention options for Navarre Middle School (7597) (“School”), previously Navarre Intermediate Academy, within the South Bend Community School Corporation (7205) (“SBCSC”).

RECOMMENDATION: Approve the attached Letter of Intent (“LOI”) to develop a Transformation Zone within the Corporation. Through the LOI, SBCSC commits to establishing autonomous managerial and operational conditions at Navarre Middle School prior to the start of the 2019-2020 school year. SBCSC will partner with Education Resource Strategies, a national expert selected through the Board’s request for proposal, to develop a Memorandum of Understanding (“MOU”) that establishes an innovative governance model for Navarre, along with four additional feeder schools.

HISTORY: Navarre Middle School is a 6-8 school within SBCSC serving 543 students. Prior to the 2018-2019 school year, the School served students in grades 5-8, with grade 5 being removed prior to the 2018-2019 school year as a component of a larger district reconfiguration.

Following the 2017-2018 school year, the School received its sixth consecutive F rating, the lowest category of performance. Board staff has worked closely with district leadership and trustees from SBCSC’s governing board to establish the guiding principles outlined in the LOI.

ANALYSIS: The LOI outlines a collaborative, locally driven approach to secure the evidence-based conditions necessary to promote rapid school turnaround at Navarre Middle School.

Through the MOU, Navarre Middle School will operate under a new governance structure that allows for operational and managerial autonomy over people, time, money, and programs. Moreover, SBCSC will establish an innovative governance structure for the feeder schools that promotes flexibility within the Zone without negatively impacting other schools within SBCSC.

Through the LOI, the Board will provide SBCSC with the time necessary to implement its plan, which includes key benchmarks and begins with the establishment of the MOU within 30 days of approval. Additionally, SBCSC will develop a plan that addresses the requirements of IC 20-31-9.9-9.5 with the support of the Education Resource Strategies and submit it to the Board for approval by no later than April 10, 2019.

LETTER OF INTENT

SOUTH BEND COMMUNITY SCHOOL CORPORATION

This Letter of Intent is entered into as of the [REDACTED] day of March 2019, by and among the board of trustees of the South Bend Community School Corporation, its Superintendent (collectively "SBCSC"), and the Indiana State Board of Education ("SBOE"). Collectively, SBCSC and IDOE are referred to herein as the "Parties."

PRELIMINARY STATEMENT

The South Bend Community School Corporation and the state of Indiana have the unique opportunity to come together in true partnership to create a bright future for South Bend students.

This LOI builds upon the Parties' shared commitment to equity and excellence for SBCSC students and outlines a bold, new, collaborative path to help ensure SBCSC students attain the knowledge and skills necessary for post-secondary success. This document also acknowledges that the Parties' share certain goals for Navarre Middle School and the district as a whole including:

- Improving educational outcomes at Navarre in the near term through implementation of a new model empowering educators to respond to the Navarre community's unique needs;
- Making the improved educational outcomes sustainable through a similar empowerment model implemented at four feeder schools to Navarre;
- Utilizing a process to develop the empowerment model within these five schools that can be replicated within the district to improve other schools before state oversight becomes necessary; and
- Building district-wide systems that will allow SBCSC to sustain improvement at Navarre and its feeder schools and effect transformative change in other schools without the need for long-term additional resources.

Under this LOI, the Parties agree to develop a Transformation Zone with the assistance of Education Resources Strategies, Inc. ("ERS") within SBCSC. The Zone will prioritize the turnaround of Navarre with autonomous operational and managerial control through a partner identified by the Parties in consultation with ERS and approved by SBOE. Specifically, the South Bend School Corporation and the Superintendent of Schools, therefore, will have no governance, operational or any other authority over Navarre School beginning on or before the start of the 2019-2020 school year. The Zone will also sustain improvement for students throughout the feeder pattern of elementary schools through the collaborative development (in consultation with ERS) of a governance structure consistent with the shared goals above and allow the district a codified opportunity to learn from new practices and improvements within the Zone. The Zone would be a collaborative effort aimed at jointly ensuring rapid improvement in the educational opportunity and achievement of students in a set of SBCSC schools.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the Parties agree as follows:

Navarre Middle School is designated as a Turnaround Academy pursuant to IC 20-31-9-4.

By no later than April 10, 2019, SBCSC will enter into a 5-year Memorandum of Understanding ("MOU") with a Zone Partner under which the Zone Partner's designated leader will lead transformation efforts at specific SBCSC schools including, at minimum, Navarre Middle School and its four feeder elementary schools: Wilson, Warren, Harrison and Coquillard ("Zone Schools"). The Parties agree to work together over the next 30 days in consultation with ERS to develop an autonomous governance structure over Navarre managed by a partner identified by the Parties in consultation with ERS (and approved by SBOE) and to collaboratively develop in consultation with ERS an innovative governance structure and set of flexibilities for the feeder schools. The Zone governance will be jointly determined by the Parties. All students will remain SBCSC students, teachers will remain SBCSC teachers, and the schools will remain SBCSC schools.

Upon the execution of this LOI, to the extent permitted by state and federal laws and regulations the SBOE will direct special turnaround funding through the federal Title I set-aside for school improvement that has previously been set aside for the 18/19 school year.

Upon execution of the MOU, SBCSC and the Zone's leader will jointly develop an action plan pursuant to IC 20-31-9.5-9.5 ("Plan") consistent with the principles and structures described below and submit it to SBOE by April 15, 2019 for approval. Upon approval of a Plan that reflects these principles and structures, to the extent permitted by state and federal laws and regulations the SBOE commits to direct special turnaround funding through the federal Title I set-aside for school improvement, beginning in the 2019/2020 school year, for the duration of the intervention, and the SBOE will not assign an alternative intervention at Navarre or any other Zone Schools for the duration of the MOU. However, if the SBOE determines that SBCSC or the Zone Partner is failing to adhere to the requirements set forth this LOI or the Plan, or are otherwise in breach, the SBOE may take any and all actions necessary to implement its authority under State law, including the assignment of an alternative intervention.

The Parties acknowledge that SBCSC is subject to a consent decree arising out of a lawsuit brought by the United States Department of Justice seeking to desegregate SBCSC's schools and that the Zone Schools will still be subject to the consent decree. The SBOE will cooperate with SBCSC to secure approval as necessary from the Department of Justice and the court for the actions outlined in this LOI

Section 1. Guiding Principles of the Zone:

Based on a commitment to improve SBCSC students' academic achievement and ensure that students graduate college-, career-, and life-ready, the Zone and its governance structure and resulting authorities will be designed around the following guiding principles:

- *Customized and Innovative School Experience:* Individualized school-level plans establish the school as the primary unit of change and enable schools to best meet student needs, accelerate academic performance, develop innovative programming, and ensure that students are academically prepared, civically engaged and socially and emotionally supported. Zone structures allow diverse types of schools to succeed while also incubating new ideas and new school designs.
- *Educator Empowerment:* Educators have meaningful voice in the development of school plans, are respected partners in the implementation of those plans, and receive customized supports from best-in-class advisors. Educators use data to make decisions to continuously improve and collaborate as a network to identify and scale successful approaches.
- *Performance Management:* A clear performance management system evaluates progress of schools and students, monitors achievement gaps, and tracks student performance over time. This system allows schools to implement diverse programs and strategies in pursuit of the same North Star goal of equitable schools and college-, career-, and life-ready students.
- *Responsibility:* The Zone uses the performance management system to make school configuration decisions, including when necessary the replacement of principals and/or the launch of new programs if there has not been continuous improvement at a particular school.
- *Focus on Excellent Educators:* The Zone prioritizes efforts to attract, recruit, support the preparation and development of, and retain an exceptional, diverse educator workforce.
- *Continuous Improvement:* The Zone prioritizes shared learning, continuous improvement, and innovation. The Zone is committed to intellectual honesty in identifying areas of strength and areas for development, and in designing processes to collect and use data to drive continuous improvement. The Zone will work with the corporation to share lessons and best practices to inform corporation-wide improvement efforts.

Section 2. Empowerment Zone Structure and Partnership:

- The Parties agree that a Zone Partner with specialized expertise to support the dynamic educational needs within the zone will enter into an MOU with SBCSC. Parameters of the innovative governance structure, including board membership, will be determined throughout the 30 day process.
- The Parties will define a process through which the Zone Partner will be selected.
- The MOU will detail the relationship between the Zone Partner, Zone Schools, and SBCSC.

- This agreement will be for a term of five (5) years and, subject to SBOE approval, will automatically renew provided that the Zone Schools are meeting agreed-upon performance targets.
- The MOU will specify that the Zone Partner intends to delegate decision-making authority whenever possible to the school level in order to empower principals, teachers, and other professionals.
- Operational and managerial authority includes, but is not limited to decision-making power, consistent with state and federal law, over:
 - o All policy matters affecting the Zone Schools
 - o Hiring, removal, and evaluation of principals at Zone Schools
 - o Staffing structures and personnel decisions at Zone Schools
 - o Management, supervision, compensation, and evaluation of all school-based staff members including SBCSC employees
 - o School calendars
 - o School schedules, including length of day
 - o Curriculum and professional development
 - o School culture
 - o School budget
- Each Zone School will create an individualized plan laying out the school's coherent approach to improvement. Each Zone School will feature robust and meaningful formal opportunities for teacher voice in development of the school-level plan and in ongoing implementation of that plan. These school plans will take advantage of the broad flexibilities listed above, while complying with applicable state and federal laws.
- Human Resources: All school-based staff at Zone Schools will be employees of SBCSC. The MOU will detail the specific processes through which the Zone Partner and school-level educators will have control over staffing structures and personnel decisions at Zone Schools. Zone Schools will have stipend authority and other flexibilities to increase their attractiveness to educators with exemplary skills and commitment to excellence for students. The Zone Partner and SBCSC will collaborate to create flexibility at Zone Schools without negatively influencing the rest of the corporation and upholding teacher rights.
- Finances: The Zone Partner and SBCSC, in consultation with IDOE, will work collaboratively throughout the MOU drafting period, and if necessary beyond that, to arrive at a detailed agreement regarding finances for the Zone Schools. Key agreed-upon principles for this agreement include:
 - o The Zone Partner will receive the full per-pupil funding (state, local, and federal) for students enrolled in Zone Schools, less the actual cost of a set of mandatory corporation services (such as payroll administration and building maintenance) purchased from SBCSC. The cost of these services may not exceed how much the corporation spends for the same services at similar schools.
 - o Each Zone School will also have the ability to purchase, on a fair per-student or actual-cost basis, additional corporation services. Such purchase decisions will be made annually by the Zone Schools or Zone Partner, as applicable.
 - o Regardless of the ultimate financial arrangement, funding from SBCSC in Year

One of the Zone (the 2019-20 school year) will not be less than current, 2018-19 SBCSC expenditures on the Zone Schools.

- o The MOU will include performance standards that the Zone Partner is accountable for meeting in the Zone Schools.
- o The MOU will also set standards and/or include service-level agreements to ensure that corporation services (e.g., human resources, finance and purchasing) effectively support work in the Zone Schools.
- Coordination with SBCSC: This partnership will allow SBCSC to demonstrate its prioritization of a mindset of central office support, rather than a mindset of top-down compliance. SBCSC and the Zone Partner will work to align Zone systems and processes with key SBCSC systems and processes in areas like human resources and finance; in all cases, the collaborative goal will be to maximize all reasonable school-based autonomy.

Section 3. Adoption of the Memorandum of Understanding:

- The Parties agree to work together over the next thirty (30) days to complete and execute an MOU consistent with these terms no later than April 10, 2019. This MOU will initiate the new Zone by July 1, 2019.
- The terms of this Letter of Intent are conditioned on the successful launch of the Zone as hereinabove described. The failure to execute an MOU by April 10, 2019 is cause for termination of this LOI by either any Party, by written notice to the other Party. Any such termination will not alter the turnaround status of any schools subject to IC 20-31-9-4 that are included in this LOI.
- During the time between the execution of the MOU and the launch of the Zone, the Zone Partner will have the ability to execute work preparatory to the start of the Zone project. The Zone Partner will have access to facilities, Zone School and SBCSC staff members, SBCSC staff expertise, and SBCSC student and staff data in order to effectively plan for the initiation of the Zone.
- Immediately upon the signing of this Letter of Intent, the Parties will launch a search for a Zone Partner. The final selection of a Zone Partner is subject to SBOE approval.

[Signature Page to Letter of Intent]

IN WITNESS WHEREOF, the parties hereto have executed this LOI as of the first date set forth above.

INDIANA STATE BOARD OF EDUCATION

By: _____

Name:

Title:

SOUTH BEND COMMUNITY SCHOOL CORPORATION

By: _____

Name:

Title: