

**MEMORANDUM OF AGREEMENT  
AMONG  
THE STATE SCHOOL SUPERINTENDENT ON BEHALF OF  
THE GEORGIA DEPARTMENT OF EDUCATION,  
Cobb County Schools BOARD OF EDUCATION  
RELATING TO  
Devereux Ackerman Academy SCHOOL, AND  
Devereux Ackerman Academy SCHOOL**

This Memorandum of Agreement (“Agreement” or “MOA”) is made and entered into by and among the State School Superintendent, on behalf of the Georgia Department of Education (“Department” or “GaDOE”), Cobb County Schools Board of Education (“Local Educational Agency” or “LEA”), on behalf of Cobb County School District, and Devereux Foundation on behalf of Devereux Ackerman Academy School.

The parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is to affirm the commitment of the Local Educational Agency and Devereux Ackerman Academy School (“School”), a part of the Local Educational Agency, to implement the non-negotiable actions and interventions described in this Agreement and GaDOE’s commitment to assist the Local Educational Agency with the implementation of these actions and interventions.
2. Background. The Department has identified School as a “Priority School.” GaDOE’s ESEA Flexibility Request, which is located at <http://www2.ed.gov/policy/eseaflex/approved-requests/ga.pdf>, defines a “Priority School” as:
  - A school among the lowest five percent of Title I schools in the state based on the achievement of the “all students” group in terms of proficiency on the statewide assessments and has demonstrated a lack of progress on those assessments over a number of years in the “all students” group;
  - A Title I-participating or Title I-eligible high school with a graduation rate less than 60 percent over a number of years; or
  - A Tier I or Tier II school under the School Improvement Grants (SIG) program that is using SIG funds to implement a school intervention model.

Therefore, under the terms of the ESEA Flexibility Request as approved by the U.S. Department of Education, the Local Educational Agency must enter into an Agreement with GaDOE regarding the School.

The School and Local Educational Agency are subject to school-level and system-level non-negotiable actions and interventions as stated in the reports from the School Performance

Review (the “Georgia Assessment of Performance on School Standards Analysis” or “GAPSS Analysis”) and as identified in the ESEA Flexibility Request, Short-Term Action Plans, and through monitoring by the Lead School Improvement Specialist. During the term of this Agreement, the non-negotiable actions and interventions for the School may include, but are not limited to, intensive school-level support and guidance from GaDOE and offering a flexible learning program to eligible students.

Failure to comply with the terms of this Agreement, as applicable, may result in referral to the Office of Student Achievement (“OSA”) for an investigation, audit, or both, resulting in a report with recommendations to GaDOE, as appropriate. These recommendations may include, but are not limited to, the State School Superintendent’s recommendation to the State Board of Education (“SBOE”) the withholding of selected or all State and/or Federal funds from such Local Educational Agency and/or any intervention permissible by law or rule.

3. Incorporation and Priority of Documents. The following documents are hereby incorporated into and made a part of this Agreement. In case of conflict, order of priority for the documents shall be as follows: (1) the Agreement; (2) the School Improvement Plan; (3) the interventions adopted as a result of the GAPSS Analysis; and (4) the School Short-Term Action Plans. It is expressly understood by the parties that the School Improvement Plan and the Short-Term Action Plans (hereinafter the “Plans”) may be amended. The most recent version of the Plans, as they become adopted, shall be incorporated into this Agreement automatically.
  - a. School Improvement Plan. The School has developed and the Local Educational Agency has approved, a School Improvement Plan to serve as a blueprint for guiding the School’s continuous improvement and progress toward identified student achievement objectives and targets. The School Improvement Plan details strategies/action steps, the strands of the School Keys (Georgia School Standards) with which the strategy/action correlates, individuals responsible, evidence/artifacts, benchmark measures, and performance targets. The performance targets outlined in the School Improvement Plan are School-identified goals that shall be monitored under this Agreement. Failure of a Local Educational Agency or School to implement the detailed strategies/actions in order to achieve these performance targets may result in a referral to OSA for an investigation and/or audit, resulting in a report with recommendations to GaDOE, as appropriate. These recommendations may include, but are not limited to, the State School Superintendent’s recommendation to the SBOE the withholding of selected or all State and/or Federal funds from such Local Educational Agency and/or any interventions permissible by law or rule. The School Improvement Plan is provided as Attachment 1 to this Agreement and is hereby incorporated by reference.

- b. School Interventions. The School shall be subject to a new School Performance Review (GAPSS Analysis) conducted by GaDOE. The GAPSS Analysis report will include recommendations and interventions. The GAPSS Analysis report will be delivered to the School, LEA, or both and shall then automatically be incorporated by reference as Attachment 2 to this Agreement.
        - c. School Short-Term Action Plan. Each Short-Term Action Plan (“Action Plan”) identifies short-term action steps for improving the School’s performance. The Action Plan is created by the Local Educational Agency and the School in collaboration with GaDOE’s School Improvement Division or its designated representative. This Action Plan is founded upon the School Keys (Georgia School Standards) and identifies specific action steps related to the interventions from the GAPSS Analysis. The Action Plan also includes specific action steps identified through monitoring by the Lead School Improvement Specialist and other identified school improvement goals. It also identifies the person(s) responsible for each action step and sets deadlines for achieving each action step. The School Improvement Division shall have final decision-making authority in the interventions included in the Action Plan. Failure of the Local Educational Agency on behalf of the School to implement, complete, or otherwise accomplish these action steps within the time frame identified in the Action Plan may result in a referral to the OSA for an investigation and/or audit, resulting in a report with recommendations to GaDOE, as appropriate. These may include, but are not limited to, the State School Superintendent’s recommendation to the SBOE the withholding of selected or all State and/or Federal funds from such Local Educational Agency and/or any interventions permissible by law or rule. The School’s Action Plan is provided as Attachment 3 to this Agreement and is hereby incorporated by reference. The parties acknowledge that new Action Plans will periodically be developed and automatically incorporated by reference.
4. Responsibilities and Commitments. The parties expressly recognize that teamwork and partnership are critical elements for successful improvement of student achievement at the School. The parties further recognize that to succeed this partnership must extend beyond the parties themselves to include students, parents, school councils, leadership teams, as well as business and community leaders. In accordance with these objectives of partnership and school improvement, the parties agree to the *Agreement Roles, Responsibilities, and Requirements* provided in Attachment 4, which is hereby incorporated and made a part of this Agreement.
5. Agreement Performance Standards and Agreement Benchmarks.
  - a. On behalf of the School, the Local Educational Agency agrees that the School shall achieve for each year governed by this Agreement the performance targets identified in the School’s Improvement Plan.

- b. On behalf of the School, the Local Educational Agency agrees that the School shall complete or otherwise accomplish the steps identified in the School's Action Plan(s) within the time frame specified by the Action Plan.
  - c. On behalf of the School, the Local Educational Agency agrees that the School shall no longer meet the definition for a Priority School at the end of each school year governed by this Agreement.
  - d. On behalf of the School, the Local Educational Agency agrees that by the end of the third school year subject to this Agreement, the School will have reduced the number of non-proficient students by a total of 25% and if the School is a high school, will have increased its graduation rate by a minimum of 8% over the most recent three years.
  - e. Failure of the Local Educational Agency or School to achieve these agreement performance standards identified in subparagraphs 5(a), 5(b), 5(c), and 5(d) above may result in a referral to OSA for an investigation and/or audit, resulting in a report with recommendations to GaDOE, as appropriate. These may include, but are not limited to, the State School Superintendent's recommendation to the SBOE the withholding of selected or all State and/or Federal funds from such Local Educational Agency.
6. Commencement Date and Term. The Local Educational Agency on behalf of the School expressly recognizes that under Georgia's ESEA Flexibility Request, the School shall remain in Priority School status for a three-year period. This Agreement shall commence on July 19th, (hereinafter "Commencement Date") and shall expire on September 30, 2015, unless sooner terminated. The Local Educational Agency and GaDOE through ongoing monitoring and evaluation will determine appropriate amendments and revisions to the Agreement at the end of each school year subject to this Agreement.
7. Termination. GaDOE may terminate this Agreement upon ninety (90) days written notice to the other parties for whatever reason. This Agreement shall terminate automatically upon execution by all parties of a new Agreement under Georgia's ESEA Flexibility Request.
8. Authority. Each party represents that it has the authority to enter into this Agreement and that its governing body has authorized, by proper action, the execution and delivery of this Agreement. Each party represents that there is no litigation or proceeding pending, or to its knowledge, threatened against it having a material adverse effect on the right of the party to execute this Agreement or the ability of the party to comply with any of its obligations under this Agreement.
9. Venue and Governing Law. Any action brought by one party to this Agreement against the other party shall be brought in the Superior Court of Fulton County and this Agreement will be governed by and construed in accordance with Georgia law.

10. Headings. The headings in this Agreement have been inserted for convenience of reference and shall not affect, expand, or restrict the terms or conditions hereof.
11. Waiver. No party will be deemed to have waived any provisions of this Agreement unless such waiver is made explicit in writing and signed by the party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
12. Assignment. This Agreement shall not be assigned or transferred unless consented to in writing by the Department.
13. Amendments. No amendment, change, or modification to this Agreement will be binding upon the parties unless such amendment, change, or modification is made in writing as an amendment to this Agreement and duly executed by all parties.
14. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be adversely affected.
15. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, will constitute one (1) Agreement. Copies of this Agreement will be equally binding as originals, and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
16. Notices. Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the address set forth below or such other address as a party may designate by notice hereto.

If to GaDOE:

**Attention: Project Manager**

Avis King, Deputy Superintendent  
Office of School Improvement  
1854 Twin Towers East  
205 Jesse Hill Jr. Drive  
Atlanta, GA 30334  
Phone: (404) 651-7277  
Fax: (404) 657-0546

**With a copy to: Contracts Division**

C. McCall Ginsberg, Esq.  
Contracts Division Director  
1670 Twin Towers East  
205 Jesse Hill Jr. Drive  
Atlanta, GA 30334  
Phone: (404) 463-2741  
Fax: (404) 656-0816

If to LEA:

\_\_\_\_\_

Chairman of the Board of Education for \_\_\_\_\_

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

Fax: \_\_\_\_\_

\_\_\_\_\_

Superintendent for \_\_\_\_\_

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

Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

**GEORGIA DEPARTMENT OF EDUCATION**

\_\_\_\_\_  
Dr. John Barge, State School Superintendent

\_\_\_\_\_  
Date

**PUBLIC SCHOOL DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_, Chairperson, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Superintendent, School District

\_\_\_\_\_  
Date

**SCHOOL**

\_\_\_\_\_  
\_\_\_\_\_, Principal, School

\_\_\_\_\_  
Date

## **Improvement Agreement Roles, Responsibilities, and Requirements for 2012-2013**

### **The School will:**

*Engage in the continuous improvement process.*

1. Establish a leadership team that meets a minimum of twice a month to develop and implement short-term action plans and monitor implementation of the school improvement plan. The leadership team will include the School's principal, a representative group of the School's teachers, a GaDOE-assigned school improvement specialist, and an LEA administrator. Leadership team minutes will be provided to GaDOE staff at each short-term action meeting;
2. Participate in the Georgia Assessment of Performance on School Standards (GAPSS) Analysis and incorporate recommendations in the school improvement plan;
3. Work collaboratively with GaDOE to analyze data and root cause issues to identify actions, strategies, and interventions for the school improvement plan;
4. Develop and implement a school improvement plan;
5. Meet with assigned GaDOE personnel throughout the year to review implementation of the school improvement plan, review data, and monitor student progress towards mastery of the curriculum;
6. Develop and implement short-term action plans to achieve the goals in the school improvement plan;
7. Monitor implementation of the school improvement plan and its impact on student learning;
8. Identify students who are at-risk of not graduating and develop and implement a plan of action for supporting those students; and
9. Analyze student attendance, student discipline, and teacher attendance records and implement an action plan to address concerns, if applicable.

*Establish structures and provide professional learning to support implementation of the Memorandum of Agreement and the school improvement plan.*

10. Set aside 10% of the School's Title I, Part A allocation for professional development;
11. Hire an instructional coach to engage teachers in school-based, job-embedded professional learning;
12. Participate in and implement expectations from the Summer Leadership Academy;
13. Participate in required professional learning on the Common Core Georgia Performance Standards and other topics provided by GaDOE;
14. Provide time during the regular school day for teachers to collaboratively plan instruction to address the content of the Common Core Georgia Performance Standards and student learning needs; and
15. Provide time during the regular school day for teachers to engage in job-embedded professional learning (e.g., peer observations, lesson study, and analysis of student work).

*Establish structures and processes to increase family and community engagement.*

16. Develop and implement a plan for student, family, and community engagement;
17. Send notices to parents describing the School's status, sharing data and information used to support programming decisions, and explaining how parents may become involved in improving the school; and
18. Ensure that parent notices and family engagement components are adequately adopted in the Flexible Learning Program.

*Implement the following requirements.*

19. Implement the Teacher Keys Evaluation System and the Leader Keys evaluation system;
20. Implement the GaDOE Common Core Georgia Performance Standards curriculum maps for English/Language Arts and Mathematics;
21. Develop a plan that outlines how the School will implement its Flexible Learning Program;
22. Provide additional learning time for students through the Flexible Learning Program;



- 23. Collaborate with GaDOE to screen teachers transferring to the School;
- 24. Participate and cooperate with any audit or review conducted by the Governor’s Office of Student Achievement, if applicable; and
- 25. Work collaboratively with GaDOE personnel concerning all aspects of the school improvement process.

Responsibilities and Commitments of the School
Customization(s)
<p>2. Based on the nature of the school and the services provided, the school will not participate in a GAPSS Analysis review in 2012-13. The school will participate in a GAPSS Analysis in 2013-14 once foundations for the school improvement process have been established. The principal will participate in a GAPSS Analysis review in 2012-13.</p> <p>19. Due to the organizational structure of the school, the district does not conduct administrator or teacher evaluations. The school will not participate in TKES or LKES as the organization conducts the evaluations.</p> <p>23. Due to the organizational structure of the school, the school will not have a need to collaborate with GaDOE to screen teachers. The district does not hire or transfer teachers to the school.</p>

**The Local Educational Agency will:**

1. Provide leadership and support to the school, including the assignment of a system-level administrator to attend the School's required leadership team meetings;
2. Allocate and otherwise provide financial and other resources to enable the school to make progress. Title I, Part A, 1003(a) School Improvement funds awarded to the local educational agency on behalf of the school shall be made available for exclusive use by the school;
3. Ensure system-level administrators work closely with GaDOE to expedite any and all Title I issues;
4. Participate in required professional learning on the Common Core Georgia Performance Standards and other topics provided GaDOE and support the Priority School(s) with implementation;
5. Support the school's implementation of expectations from GaDOE professional learning for administrators, teachers, and other support staff;
6. Administer benchmark assessments and analyze results to guide instruction;
7. Develop a plan that outlines how the Priority School will implement its Flexible Learning Program;
8. Select, hire, place, and empower appropriate system and school personnel to enable the school to meet the goals described in the school improvement plan;
9. Assess the performance of the principal at the school, and if necessary, replace the principal;
10. Ensure that processes and policies are in place to prevent the transfer of ineffective teachers to the School;
11. Ensure GaDOE personnel assigned to the school are directly involved in decisions regarding the replacement of staff;
12. Participate in and cooperate with any audit or review conducted by the Governor's Office of Student Achievement, if applicable; and

13. Work collaboratively with the GaDOE personnel concerning all aspects of the school improvement process.

Responsibilities and Commitments of the School
Customization(s)
<p>8. The organizational structure of the school completes this requirement for the school and the district is not involved in this capacity.</p> <p>9. Due to the nature of the organization, the district does not hire or evaluate the principal.</p> <p>10. Due to the nature of the organization, the district does not hire, place, or transfer staff to the school.</p> <p>11. Due to the nature of the organization, The district is not involved in any decision regarding the replacement of staff.</p>

**The Georgia Department of Education will:**

1. Provide a school improvement specialist and other support personnel to the School. The school improvement specialist will be assigned to the School and will provide direct supervision in the implementation of all school improvement actions. The school improvement specialist will also provide support with the selection of research-based actions, strategies, and interventions for the school improvement plans and provide on-site support with implementation;
2. Provide support with the development and implementation of the School’s Short-Term Action Plans;
3. Monitor progress of implementation of the School’s Short-Term Action Plans;
4. Provide professional learning for teachers, leaders, district leaders, and other support personnel;
5. Provide tools and resources for continuous improvement;
6. Conduct a Georgia Assessment of Performance on School Standards (GAPSS) Analysis;
7. Ensure that the School’s leadership team revises the school improvement plan to reflect and address the targeted recommendations in the GAPSS Analysis; and
8. Participate directly in decisions regarding the replacement of staff at the school.

Responsibilities and Commitments of the School
Customization(s)
<p>6. Based on the nature of the school and the services provided, the school will not participate in a GAPSS Analysis review in 2012-13. The school will participate in a GAPSS Analysis in 2013-14 once foundations for the school improvement process have been established. The principal will participate in a GAPSS Analysis review in 2012-13.</p> <p>7. Based on the nature of the school and the services provided, the school will not participate in a GAPSS Analysis review in 2012-13. The school will participate in a GAPSS Analysis in 2013-14 once foundations for the school improvement process have been established. The principal will participate in a GAPSS Analysis review in 2012-13.</p> <p>8. Due to the nature of the organization, The district is not involved in any decision regarding the replacement of staff.</p>