

OFFICE OF CHIEF ACCOUNTABILITY OFFICER
Summary of the State Board of Education Agenda Items
Consent Agenda
November 7, 2019

OFFICE OF STUDENT ASSESSMENT

- L. Information: Memorandum of Agreement to award Grants for Enhanced Assessment Instruments to the Council of Chief State School Officers (CCSSO) that partnered in the submission of the grant

Background and Purpose: The Mississippi Department of Education has been selected as the lead state in a new grant awarded for four (4) years under the Competitive Grant for State Assessments Program. The project, "Evaluating English Language Progress Models: The Sensitivity of Claims about Progress across State Models," focuses on developing or improving models to measure and assess English learners' progress or growth on both required and non-required state assessments.

In the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), there has been a significant shift in how states think about English learners. The addition of the English language proficiency indicator (ELP indicator) to state accountability systems has heightened attention on this group of students and has created many new opportunities and challenges in how states think about assessments and data related to the progress English learners are making. Funds will be allocated to CCSSO to facilitate the financial process for contractor and travel expenses, telecommunications, and other budgetary expenses necessary for this project.

Information Only

Back-up material attached

**MEMORANDUM OF AGREEMENT
FOR THE INTERAGENCY AGREEMENT BETWEEN
THE MISSISSIPPI DEPARTMENT OF EDUCATION
AND
THE COUNCIL OF CHIEF STATE SCHOOL OFFICERS
REGARDING
GRANT AWARD NOTIFICATION S368A190013**

This Interagency Agreement regarding United States Department of Education (USDOE) Grant Award Notification S368A190013 (the "Agreement"), is made and entered into this the first day of October 2019 by and between the Mississippi Department of Education ("MDE") and the Council of Chief State School Officers ("CCSSO") (collectively, the "Parties" and each a "Party").

WHEREAS, the Parties submitted to the United States Department of Education an application for a competitive grant under the Competitive Grants for State Assessment Programs (the "CGSA");

WHEREAS, the Parties were notified of the CGSA award on or about September 30, 2019 from the United States Department of Education (Grant Award Notification attached as Exhibits A1, A2, and A3);

WHEREAS, the Parties desire to specify the uses of the CGSA funds and to set forth each Party's duties and responsibilities for the purpose of implementing the terms and conditions of the CGSA pursuant to the provisions of the approved CGSA application, attached as Exhibit B).

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the signatures of the Authorized Official of each Party denotes his or her Agency's acceptance of the provisions stated below and permits implementation of this Agreement. Specifically, the Parties agree as follows:

1. Term of Agreement.

The CGSA covers a Performance Period of four (4) years and provides financial support to design and implement the project (that evaluates English language (EL) progress models among seven (7) participating states to examine the sensitivity of claims about progress toward English language proficiency), produce outcomes, and disseminate resources to all states, researchers, and educators during the four-year time period. To coincide with the Performance Period, this Agreement shall commence on October 1, 2019, and shall continue thereafter until September 30, 2023, unless sooner terminated.

2. Term of Budget Period.

The Grant Award Notification, Block 6 (Exhibits A1, A2, and A3), supports the Budget Period (10/01/2019 - 09/30/2023) and Performance Period (10/01/2019 - 09/30/2023) with conditions placed on the funding during the Budget Period.

The total Grant Award Notification is \$2,376,010.00. The MDE will transfer \$2,236,717 of the total Authorized Funding to CCSSO, retaining \$139,293 for the administrative costs

as provided in the Approved Application (contained in Exhibit B). The reimbursement of authorized expenditures from the MDE to the CCSSO will be made on a monthly basis when the MDE receives the CCSSO's invoice. All funds for each Budget Period, and, providing no change, each year thereafter for the length of the grant, shall be obligated or expended by September 30.

The intent is that the Grant funds be used in a manner consistent with the CGSA Application.

3. Employment and Assignment.

- a. During the Term of this Agreement, the CGSA names the CCSSO to employ personnel as the Key Personnel to partner with the MDE in accomplishing goals and objectives of the CGSA.
- b. All MDE employees assigned to the project under this Agreement shall be supervised by the Superintendent of the MDE or his/her designee(s) for the program office in which the employee is assigned.
- c. All CCSSO employees and consultants assigned to the project under this Agreement shall be supervised by the CCSSO Project Management Team Leader.

4. Administration of the CGSA.

- a. It is the intent of the Parties that the Project Narrative (contained in Exhibit B) is incorporated throughout this Agreement. If this Agreement conflicts in any way with the terms of the Project Narrative, the Project Narrative shall control;
- b. The MDE shall retain overall responsibility for Federal reporting related to the implementation of the CGSA;
- c. The CCSSO will
 - i. accurately describe to the employee the job duties required;
 - ii. ensure that employees comply with CCSSO policies and procedures;
 - iii. in collaboration with the CCSSO, ensure that all employees fully comply with the policies and procedures of the agency to which they are assigned, the applicable standards, and all applicable regulations as now existing or as may be modified;
 - iv. ensure that the employee complies with required work hours and duties as specified by the project goals, objectives and activities as approved by the funding agency; and
 - v. employ only qualified personnel who are qualified and proficient in performing assigned tasks.
- d. The Project Director will oversee all project activities and personnel. Specifically, the Project Director will
 - i. assume primary responsibility for writing and submitting reports with the Project Evaluator. These reports will be submitted to the MDE for approval prior to submission;

- ii. ensure project personnel are effective and efficient in the execution of their duties;
- iii. serve as a liaison among project staff, CCSSO personnel, project evaluators, and the United States Department of Education staff, to include the USDOE Project Officer; and,
- iv. ensure funds designated for project use at the CCSSO are used in accordance with all MDE, CCSSO, and United States Department of Education requirements.

5. Duties.

- a. The CCSSO shall conduct all duties as set forth in the Awarded Application and elsewhere in this Agreement in addition to all other duties outlined in the Project Narrative and required by law.
- b. This project includes seven (7) participating states, five (5) partner organizations/consultant, and the EL Technical Advisory Group. The MDE is the lead state; the other six (6) participating states are Arizona, Arkansas, Ohio, Michigan, Washington, and Wisconsin. The five (5) partner/consulting organizations are CCSSO, the California State University Northridge (CSUN), the Center for Research on Evaluation Standards, and Student Testing (CRESST) at the University of California Los Angeles, Com-Link, LLC, and the consultant Maria Santos. The EL Technical Advisory Group will be composed of ten (10) national EL experts. CCSSO will serve as the primary contractor to the MDE. The other partner organizations/consultant will serve as subcontractors to CCSSO.
- c. Project Teams.

The project will be led and executed by the following four (4) teams:

- i. State Leadership Team.

The project will benefit from the guidance of the State Leadership Team that includes two (2) representatives from each participating state (14 total). Upon funding, the participating states will develop a cooperative agreement that describes their relationship and the functioning of the State Leadership Team. This team will guide the project leadership on decision-making on processes and products of the project, share state emerging technical issues related to the Every Student Succeeds Act (ESSA) implementation, and ensure continuous improvements in design and delivery of high-quality products. The State Leadership Team will meet face-to-face annually and has regularly scheduled conference calls throughout each year. This team will be chaired by Sharon Prestridge (MDE). Each participating state has assigned a point of contact for this project.

- ii. Project Leadership Team.

The Project Leadership Team includes Sharon Prestridge (MDE Lead), Pete Goldschmidt, Principal Investigator (PI), Fen Chou (Co-PI and CCSSO Project Lead), Mark Hansen (CRESST Project Lead), and Jane Nell Luster (External

Evaluator). This team leads and directs project activities with advice from the State Leadership Team and provides technical assistance to participating states. The Project Leadership Team meets monthly to review the project timeline, steps toward implementation, quality of work, and any emerging issues. This team will also facilitate a one-day onsite technical assistance meeting in each of the participating states in Year 4.

iii. Research Study Team.

The Research Study Team includes Pete Goldschmidt, Mark Hansen, CRESST Research Associate, and Fen Chou. This team is responsible for designing research studies and analysis procedures, guiding decision-making for the research, conducting data analyses, developing technical documentation, and disseminating research outcomes.

iv. EL Program Implementation Survey Team.

The EL Program Implementation Survey Team includes Mark Hansen, CRESST Research Associate, Maria Santos, and Katie Carroll. This team is responsible for the iterative development of the Survey, pilot test of the survey, and implementation at the school level, including collection of the survey data.

v. Project Management Team.

The project management team includes Fen Chou, Kirsten Carr, Katie Carroll, and Jocelyn Salguero. This team is responsible for overall project management activities, including but may not be limited to:

- Working with the lead state, participating states, and partner organizations/consultant to plan and schedule all activities and deliverables;
- Receiving approval from the lead state for any change to the scope of work;
- Monitoring and reporting the progress of each project;
- Managing conference calls for reporting the progress and issues for each activity;
- Recording the results of discussions and clarifying the issues in meeting minutes;
- Ensuring all deliverables are on schedule;
- Informing the lead state of any personnel changes; and
- Ensuring that every processing step is completed on time and with high quality.

vi. External Evaluation Partner.

Jane Nell Luster will lead the evaluation work. The evaluation partner will act as a critical member of the Leadership Team, collecting data related to the implementation of the project activities and the achievement of goals and objectives. The evaluation partner will provide annual and final performance reports and quarterly updates to the Leadership team that summarize evaluation findings to date, direct attention to planned activities to ensure they are completed on time, and to identify areas for mid-course adjustment.

- vii. The Research Study Team, the EL Program Implementation Survey Team, and Project Management Team, will have regular virtual meetings with the Project Leadership Team to provide status updates and discuss issues, resolutions, and next tasks.
- viii. Each team (identified in vii) will identify a team lead who will have added responsibilities to engage with the Project Management Team.

d. Annual Performance Report.

The CCSSO shall compile and prepare an Annual Performance Report and submit to the MDE at least 30 business days prior to the United States Department of Education's deadline for each year the CGSA is in effect. The MDE shall promptly notify the CCSSO of the United States Department of Education's deadline. On receipt of the Report, the MDE shall review, and, if acceptable, approve the Annual Performance Report. The CCSSO shall promptly revise any edits or changes. The MDE shall submit the approved Annual Performance Report to the United States Department of Education.

- e. The CCSSO will participate in each Quarterly Progress Call with the United States Department of Education. The first call will be scheduled to occur prior to March 31, 2020. The remaining three (3) calls will be in the last month of each quarter.

6. Access to Educational Records.

Parties agree that any student personally identifiable information and/or any student level data provided by MDE will be governed by the terms and conditions of a Data Sharing Agreement (DSA) and the execution of a DSA will be required prior to the release of any student personally identifiable information and/or student level data by MDE. Failure to adhere to the provisions of the DSA may result in termination of this Agreement and/or may result in denial of subsequent renewal requests.

The data for the proposed project will come from two (2) sources: a simulated dataset and state English Language Proficiency (ELP) assessment and academic content assessment results. The project researchers will use both participating states' data and business rules. Participating states will prepare data based on the recommended format provided by PI and Co-PI. The dataset format will be consistent with the data states are building to utilize the English Learner State Accountability Resource (ELSTAR) data tool.

Multiple years of data from each state will be collected. Initial data from the last three (3) years or the most recent data that includes results from the same ELP assessment for up to three (3) years will be collected. Subsequently [in years two (2) and three (3)] additional cohorts of state ELP assessment data will be collected to build a five-year longitudinal dataset, including five (5) cohorts of English learners (given that new English learners will be entering schools each year).

The data will include English learners and non-English learners (including re-designated and never-English learners) to examine the distribution of performance of these two (2) populations of students. Data include ELP assessment results, time in program, initial level

and grade at entry, as well as academic content assessment results (e.g., English language arts assessment) for each of the years.

Each state will contribute its state theory of action (if it exists) with respect to English learners, their progress, the ELP indicator, and overall accountability. For each state, business rules will be collected and coded (or the existing state code will be used, if amenable) that translate student growth into an ELP indicator and how the ELP indicator is included in the state accountability system.

7. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the state of Mississippi.

8. Parties Bound.

This Agreement shall be binding and ensure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly stated in this Agreement.

9. Legal Construction.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

10. Entire Agreement; Modification.

This Agreement constitutes the sole Agreement of the Parties and supersedes any prior understanding or agreements between the Parties with respect to this subject matter whether written or oral. Any amendment to this Agreement shall not be valid absent a writing incorporating the amendment signed by both Parties.

11. Counterparts, One Agreement.

This Agreement and all other copies of this Agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one Agreement. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Notice.

Unless otherwise provided in this Agreement, any notice, tender or delivery to be given by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid, returned receipt requested, and shall be deemed received as of date of mailing. Addresses to which notices shall be given shall be:

To the MDE:

Sharon Prestridge

Mississippi Department of Education

Office of Student Assessment
Suite 216
Jackson, MS 39201

To the CCSSO:
Council of Chief State School Officers

The Parties may change the address to which it is to receive written notice by notifying the other party in writing of the new address.

IN WITNESS WHEREOF, the Parties hereto, by and through the appropriate officials, do hereby sign this Agreement by and on behalf of the MISSISSIPPI DEPARTMENT of EDUCATION and the Council of Chief State School Officers after first being duly authorized so to do, and interchangeably execute the terms in duplicate originals.

Council of Chief State School Officers

Signature

Date

Printed Name

Title

Mississippi Department of Education

Dr. Carey Wright, State Superintendent of Education

Date