

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING THE ACCOUNTABILITY SYSTEM REVIEW PANEL**

This Memorandum of Understanding ("MOU") is made by and between the Speaker of the Indiana House of Representatives ("House"), President Pro Tempore of the Indiana Senate ("Senate"), the Governor of the State of Indiana ("Governor") and the Indiana Superintendent of Public Instruction ("IDOE") for the purpose of establishing a group to advise the Indiana State Board of Education ("SBOE") as it establishes new categories or designations of school performance to replace 511 IAC 6.2-6 as required by I.C. 20-31-8-5(a).

RECITALS:

WHEREAS, the House, Senate, Governor and IDOE wish to review and receive advice regarding establishing new categories or designations of school performance to replace 511 IAC 6.2-6 as required by I.C. 20-31-8-5(a), these entities have agreed to form a working group, the Accountability System Review Panel (the "Panel"), which shall:

1. make recommendations regarding the A-F accountability system, including recommendations regarding measurements based on individual academic performance and growth to proficiency and avoiding recommendations based on measurement of student performance or growth compared with peers;
2. consider a wide range of data in making its recommendations;
3. examine other states accountability systems to look for innovative solutions;
4. ensure the fairness of any recommended accountability system;
5. compose a final report, with recommendations no later than November 1, 2013; and
6. exist until after the deadline for such report until December 31, 2013 for the purpose of receiving and investigating any clarifying questions posed by SBOE, IDOE, Governor, House, or Senate, unless otherwise extended or disbanded by the terms of this agreement.

WHEREAS, in order to make recommendations for calculation of the A-F school letter grades, the IDOE will share with the Panel any technical or formula information needed to evaluate the current system and potential variations of that system;

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), set forth in Title 20 U.S. Code Section 1232g and its regulation at Title 34 CFR § 99.1 et seq. (as amended in 2012) generally prohibit the disclosure of students' personally identifiable information without consent, subject to certain exceptions, the Panel will not receive any information which may identify individual students, unless this MOU is further modified;

WHEREAS, the purpose of this MOU is to provide information and recommendations to the IDOE, Senate, House, Governor, and SBOE, the Panel shall compose a final report, with recommendations no later than November 1, 2013 so that those recommendation may be implemented in a timely manner for the A-F accountability system for the 2013-2014 school year and such report shall be submitted electronically to the IDOE, House, Senate, Governor and SBOE;

WHEREAS, technical assistance and staffing may be required by the Panel, the Senate and House agree to make the Legislative Services Agency available to provide such services. Members of the Panel are not entitled to per diem, but are entitled to receive mileage at the federal rate of reimbursement, to be paid from the Legislative Council's discretionary fund. Further, the House and Senate leadership, and Superintendent of Public Instruction, to the extent not prohibited by a contract, believe service on the Panel to be directly related to each member's profession.

WHEREAS, the IDOE, House, Senate, and Governor are each committed to excellence in Hoosier education and each have a role to play in this endeavor, each of these entities shall have appointments to the Panel;

NOW, THEREFORE, IT IS AGREED as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representatives of the IDOE, Senate, Governor, and House, and shall remain in effect until December 31, 2013, unless extended by agreement of the parties.

II. APPOINTMENTS TO PANEL

The Panel shall consist of seventeen (17) members. The IDOE, Senate, House, and Governor shall each appoint four (4) members. Of each entity's four appointments, one (1) shall be a teacher, one (1) shall be a principal, one (1) shall be a superintendent, and one (1) shall be a technical advisor. The Superintendent of Public Instruction shall also be a member of the Panel, and shall serve as Co-Chair of the Panel with one of the other sixteen members of the Panel, who shall be designated Co-Chair of the Panel by the Chair of Legislative Council in consultation with Vice Chairman of Legislative Council. Appointing entities must make initial appointments by September 4, 2013 and may replace their appointments at any time at their discretion.

III. REQUIRED TASKS UNDER THE AGREEMENT

The Panel shall meet in person at a time and place designated by the Co-Chairs in consultation with the other appointees. Subsequent meetings shall be determined by the Panel at its discretion. Meetings of the Panel must comply with Indiana Open Door requirements set forth in I.C. 5-14 *et seq.*

V. SCOPE OF AGREEMENT

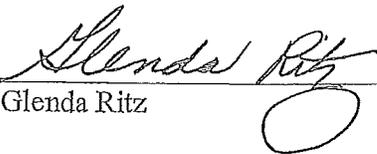
This MOU incorporates all the understandings between the participating entities concerning the subject matter hereof. No prior agreement, verbal representations, or understandings shall be valid or enforceable unless embodied in this MOU.

VI. TERMINATION OF PARTICIPATION

Participation in this MOU may be terminated by any participating entities, upon written notice delivered to the other participating entities not less than seven (7) days prior to the intended termination date. This MOU shall terminate automatically on December 31, 2013, unless extended by a written agreement.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on the year and date indicated, with the effective date being the most recent signature.

Superintendent of Public Instruction

By 
Glenda Ritz

Date: 8/28/13

Speaker of the Indiana House of Representatives

By: _____
Brian C. Bosma

Date: _____

President Pro Tempore of the Indiana Senate

By: _____
David C. Long

Date: _____

Governor of the State of Indiana

By: _____
Michael R. Pence

Date: _____