

**U.S. Department of Education**  
**Washington, D.C. 20202-5335**



**APPLICATION FOR GRANTS**  
**UNDER THE**

**TIF General Competition**

**CFDA # 84.374A**

**PR/Award # S374A120034**

**Grants.gov Tracking#: GRANT11189111**

OMB No. , Expiration Date:

Closing Date: Jul 27, 2012

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

07/26/2012

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

National Institute for Excellence in Teaching

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

202268389

\* c. Organizational DUNS:

6095211610000

**d. Address:**

\* Street1:

1250 Fourth Street

Street2:

\* City:

Santa Monica

County/Parish:

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

90401-1418

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

\* First Name:

Gary

Middle Name:

\* Last Name:

Stark

Suffix:

Title:

President and CEO

Organizational Affiliation:

National Institute for Excellence in Teaching

\* Telephone Number:

310-570-4860

Fax Number:

\* Email:

gstark@niet.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Department of Education

**11. Catalog of Federal Domestic Assistance Number:**

84.374

CFDA Title:

Teacher Incentive Fund

**\* 12. Funding Opportunity Number:**

ED-GRANTS-061412-001

\* Title:

Office of Elementary and Secondary Education (OESE): Teacher Incentive Fund (TIF): TIF General Competition CFDA Number 84.374A

**13. Competition Identification Number:**

84-374A2012-1

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Minnesota Charter Schools & NIET TIF

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	19,180,771.00
* b. Applicant	(b)(4)
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

MN-004

MN-005

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Kristan Van Hook</p>	<p>* TITLE</p> <p>President and CEO</p>
<p>* APPLICANT ORGANIZATION</p> <p>National Institute for Excellence in Teaching</p>	<p>* DATE SUBMITTED</p> <p>07/26/2012</p>

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name: National Institute for Excellence in Teaching

\* Street 1: 1250 Fourth Street    \* Street 2:

\* City: Santa Monica    \* State: CA: California    \* Zip: 90025

Congressional District, if known:

<b>6. * Federal Department/Agency:</b> U.S. Department of Education	<b>7. * Federal Program Name/Description:</b> Teacher Incentive Fund CFDA Number, if applicable: 84.374
--	---

<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$
--	---

**10. a. Name and Address of Lobbying Registrant:**

Prefix    \* First Name n/a    Middle Name  
\* Last Name n/a    Suffix

\* Street 1    \* Street 2

\* City    \* State    \* Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix    \* First Name n/a    Middle Name

\* Last Name n/a    Suffix

\* Street 1    \* Street 2

\* City    \* State    \* Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature: Kristan Van Hook

\* Name: Prefix    \* First Name Gary    Middle Name  
\* Last Name Stark    Suffix

Title: President and CEO    Telephone No.:    Date: 07/26/2012

**NOTICE TO ALL APPLICANTS**

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

**To Whom Does This Provision Apply?**

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

**What Does This Provision Require?**

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

**What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?**

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

**Estimated Burden Statement for GEPA Requirements**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1894-0005**. The time required to complete this information collection is estimated to average 1.5 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4537.

**Optional - You may attach 1 file to this page.**

427 GEPA Statement.pdf

Delete Attachment

View Attachment

## 427 GEPA Statement

The National Institute for Excellence in Teaching (NIET) is strongly committed to ensuring access to all components of the TAP system for all participants. Accommodations are made for those with specific needs. NIET and its staff maintain regular communication with all TAP participants through established school-wide methods. NIET's core trainings make accommodations for participants with specific needs, and the trainings are available in multiple formats: face-to-face, audio, and now, online.

**Barrier-** Teachers with physical disabilities may not be able to travel to the required training opportunities.

**Solution-** NIET has built a web-based comprehensive training portal that will allow access to all trainings without travel.

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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION**

National Institute for Excellence in Teaching

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:  \* First Name:  Middle Name:

\* Last Name:  Suffix:

\* Title:

**\* SIGNATURE:**

**\* DATE:**

---

SUPPLEMENTAL INFORMATION  
REQUIRED FOR  
DEPARTMENT OF EDUCATION GRANTS

**1. Project Director:**

Prefix:	* First Name:	Middle Name:	* Last Name:	Suffix:
	Gary		Stark	

Address:

* Street1:	1250 4th Street
Street2:	
* City:	Santa Monica
County:	
* State:	CA: California
* Zip Code:	90401
* Country:	USA: UNITED STATES

\* Phone Number (give area code) Fax Number (give area code)

310-570-4860	310-570-4863
--------------	--------------

Email Address:

--

**2. Applicant Experience:**

Novice Applicant  Yes  No  Not applicable to this program

**3. Human Subjects Research**

Are any research activities involving human subjects planned at any time during the proposed project Period?

Yes  No

Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #: 1, 2, 4

--

No Provide Assurance #, if available:

--

**Please attach an explanation Narrative:**

Project Evaluation.pdf		Delete Attachment	View Attachment
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## **Project Evaluation**

This project will be evaluated by a third-party professional evaluator with the capacity for working with both qualitative and quantitative data. The purpose of the evaluation will be twofold: first, to provide feedback for continuous improvement in the implementation and operation of TAP in the project schools; and second, to provide an analysis of the evidence that the project is achieving its objectives and goals. The evaluator will assess progress toward and accomplishment of all of the outcome measures identified in this proposal, as described below. In addition, the evaluator will study the implementation of TAP in the project schools during the length of the grant, including differences in fidelity to the TAP model between schools. The evaluator will also examine the intermediate attitudinal and behavioral outcomes among teachers and principals that are expected to lead to changes in student outcomes as a result of the project.

The evaluation will provide both quantitative and qualitative data in the following:

- (a) Student achievement and state accountability data (including disaggregated scores) will be provided by the Consortium. Value-added data (including underlying scores and standard errors) will be provided by an external vendor (to be selected after a grant is awarded).
- (b) Teacher and principal evaluation results will come from the CODE data system used by TAP schools, including the detail for each classroom observation and principal performance survey.
- (c) The evaluator will obtain administrative data regarding teacher and principal recruitment and retention, including exit interview data, from Consortium schools
- (d) Survey data on teacher and principal attitudes and perceptions will result from the annual TAP web survey conducted by NIET nationally. This survey focuses on attitudes toward the specific elements of TAP and perceptions of the quality of TAP implementation on multiple dimensions. Additional local surveys will be conducted by the evaluator to address questions specific to this project.
- (e)

Interviews and focus groups of TAP teachers and principals will complement and expand upon survey data about attitudes and perceptions. The evaluator will analyze data from these activities using grounded theory methods to identify themes that characterize TAP implementation in these schools. The evaluator will be able to triangulate among multiple perspectives on the process of change within schools. (f) The evaluator will conduct on-site observations of classrooms and cluster group meetings. These observations will provide data on the quality of instruction and the quality of the professional development process, as indicators of the intermediate changes required to impact student outcomes. (g) The evaluator will have access to samples of student work, cluster group records, leadership team records, teacher individual growth plans and other artifacts of the process of change in the schools. (h) NIET will provide annual School Review data to the evaluator. These scores measure the quality and consistency of TAP implementation in a school. These ratings are conducted by experienced NIET staff from outside of the school, using quantitative and qualitative rubrics.

The evaluation will be "utilization focused" (Patton, 2002), meaning that the evaluator will provide feedback in order to make the project more successful, sustainable and replicable. The evaluation will include regular communications between the evaluator, NIET and Consortium schools. An NIET staff member and a school staff member will be designated as contact persons for communications with the evaluator. The evaluator, NIET and Consortium representatives will hold update meetings or conference calls at least quarterly to review plans, progress and preliminary data. The evaluator will provide an annual report to NIET and Consortium schools presenting and analyzing key data regarding project implementation, progress toward objectives and intermediate outcomes if applicable. The evaluator will provide an initial draft of this report in early fall of the school year following the year covered by the report, in order to support

improvements in the operation of the project. When value-added achievement data become available, typically later in the year, the annual report will be updated to reflect such data. At the conclusion of the grant period, the evaluator will assess the overall accomplishment of goals. The evaluator will also provide an analysis of lessons learned for the sustainability of TAP in these schools as well as for the possible expansion of TAP within the Consortium and the future implementation of TAP at other sites.

## Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

---

## You may now Close the Form

**You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.**

\* Attachment:

## **Project Abstract**

The National Institute for Excellence in Teaching (nonprofit) proposes to partner with a Consortium of Minnesota Charter Schools (LEAs) to apply for a five-year, \$18,867,689 grant under the General TIF Competition (84.374A) to reform each LEAs human capital management system (HCMS). There are presently four schools in the Consortium with the plan to add an additional three schools during Year 1. Consortium schools are independent LEAs located in the Minneapolis-St. Paul area of Minnesota. All Consortium schools are high-need as defined by the Teacher Incentive Fund guidelines. NIET and the Consortium Schools are committed to the grant objectives of:

1. Increasing the percent of effective teachers through incentives, career advancement, evaluation, and professional development;
2. Increase the percent of effective principals through incentives, evaluation, and professional development; and,
3. Improve student achievement.

To achieve these goals the Consortium sought a rigorous, research-based reform, and has decided with the strong support of their educators to implement TAP: The System for Teacher and Student Advancement, which offers both a comprehensive approach to performance-based compensation systems and a data management system to support the proposed improvements to the HCMS. TAP is one of America's leading comprehensive school reforms, providing educators with powerful opportunities of multiple career paths, ongoing applied professional growth, instructionally focused accountability and performance-based compensation.

Each of the Consortium schools is a new grantee and is applying for Competitive Priority 4. In addition, the Consortium schools are committed to reforming their salary schedules within the grant period and are applying for Competitive Priority 5.

## Project Narrative File(s)

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\* **Mandatory Project Narrative File Filename:** Consortium of MN Charter Schools-NIET FINAL.pdf

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To add more Project Narrative File attachments, please use the attachment buttons below.

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**Consortium of Minnesota Charter Schools and the National  
Institute for Excellence in Teaching**

**Teacher Incentive Fund Grant**

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## **Introduction**

“TAP's greatest attribute is its emphasis on effective, structured and goal-oriented collaboration. TAP supports excellence in teaching through mentoring and coaching, provides direct classroom assistance to improve instruction, and enhances the professionalism of our teachers. TAP is not an 'add-on'—it allows us to do better than what we were already doing. TAP supports us in our jobs and rewards our hard work.”

TAP Master Teacher, Minneapolis Public Schools

The National Institute for Excellence in Teaching (NIET) is partnering with a consortium of independent Minnesota Charter Schools (Consortium) in applying for a \$19,180,771 Teacher Incentive Fund (TIF) grant. Each school in this proposal is its own Local Education Agency (LEA) as defined by the state of Minnesota and the US Department of Education. The primary goal of this project is to increase teacher effectiveness and ensure all students in the partner schools achieve a year or more of academic growth. Through this grant, the Consortium schools will increase the rigor and reach of their human capital management systems (HCMS) by adopting TAP: The System for Teacher and Student Advancement. The TAP system is more than a performance-based compensation system (PBCS). It is a coherent and integrated strategy for strengthening the educator workforce as it addresses the most important element in a school – human capital. It does so by working with teachers and principals to systematically increase their skills and, thus, student achievement. The TAP system consists of four elements:

- **Performance-based compensation**, which rewards teachers and principals who demonstrate effectiveness through multiple measures, including student growth, with differentiated levels of bonuses.
- **Multiple career paths**,<sup>1</sup> which incentivize teachers to take on new leadership roles (mentor/master teacher) and additional responsibilities with corresponding growth in pay.
- **Instructionally focused accountability**, which provides an evaluation structure that is rigorous, transparent and fair with multiple measures, including student growth.

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<sup>1</sup> Further description of multiple career path positions is available in “Other Attachments.”

- **Ongoing applied professional growth**, which is continuous, job-embedded professional development that takes place during the regular school day in weekly “cluster groups.”

Professional development is focused on specific student, teacher and principal needs.

Aspects of TAP have been implemented in the Consortium schools as part of Minnesota’s Quality Compensation for Teachers (Q-Comp) program. The TIF will allow for full and complete implementation of the comprehensive teacher improvement system as the foundation of a comprehensive HCMS. Through TAP, the Consortium will have access to a related data system already in place in hundreds of schools across the country, called CODE. Further, the HCMS improvements proposed in this grant will allow Consortium schools to create a truly data-driven human capital management system.

The four schools currently included in the Consortium are located in the Minneapolis-St. Paul area of Minnesota. Each offers a rigorous, academic curriculum for high-need, traditionally low-performing student populations. The chart below summarizes the key demographics of each school, demonstrating the high-need of the students across all campuses.

	Grade Levels	# Students	% Students Eligible for Free/Reduced Meals	# of Teachers
Emily O. Goodridge-Grey Accelerated Charter School	K-8	272	99%	24
Sojourner Truth Academy	PK-8	349	82%	39
Hmong College Prep Academy	K-12	693	74%	65
Partnership Academy	K-5	271	90%	28

The Consortium will include three additional schools in Year 1 that are in the process of being identified. These three schools will use Year 1 of the TIF as a planning year, with full TAP and HCMS implementation in Year 2. All schools in the Consortium will be LEAs and will serve high-need students in schools with over 50% eligible for free and reduced lunch. All schools in the Consortium will be located in the Minneapolis-St. Paul area of Minnesota. This is a group application consisting of the National Institute for Excellence in Teaching and the

Consortium of Minnesota Charter Schools. Please see Other Attachments for the MOU, which addresses all required information (Requirement 4). None of the Consortium schools are included in any other grant applications (Requirement 5), and none of the schools in this grant are served by an existing TIF grant (Requirement 7). We will only use TIF funds as specified in the TIF notice. See the budget narrative for additional detail (Requirement 6).

**(A) A Coherent and Comprehensive Human Capital Management System**

In this subsection, we will also address Absolute Priority 1 – current HCMS.

Though each of the four LEAs has its own mission and instructional vision, they share the common goals of (1) having all students meet or exceed state proficiency standards in all subjects and (2) preparing students to matriculate to the next level of schooling, with the specific priority of preparing students for higher education. All schools share the practice of data-driven decision making, and currently use some teacher and student data to drive professional development and student assessment processes. Though serving different communities, the Consortium schools share a parallel educational philosophy, believing the teacher effectiveness is the primary driver of student achievement.

Each Consortium school has successfully applied for and received some funding to support teacher improvement through Minnesota's Quality Compensation for Teachers (Q Comp) program. Q Comp was enacted through a bipartisan agreement in the Minnesota Legislature in July 2005. It is a voluntary program that allows local districts and exclusive representatives of the teachers to design and collectively bargain a plan that meets the five components of the law. The five components under Q Comp include Career Ladder/Advancement Options, Job-embedded Professional Development, Teacher Evaluation, Performance Pay, and an Alternative Salary Schedule. Developed by former MN governor Tim Pawlenty, Q Comp is based on TAP; as such, the Consortium schools have pieces of the NIET developed TAP system, but have not

fully implemented the comprehensive reform. The Consortium schools have worked with NIET's Best Practices Center, a provider of innovative services, support and solutions to schools, districts and states to improve educator effectiveness, as support for their Q Comp activities. This support has included participation in initial TAP trainings; however, the Consortium schools do not currently meet the qualifications required by NIET to be classified as a fully implementing TAP school. For example, principals are not included in the Q Comp program and the compensation provided for highly effective teachers differs from what is required by TAP. The structure of performance based compensation in Q Comp differs substantially from the national TAP model. In contrast, the TAP system aligns to TIF requirements of including teachers and principals in the HCMS and Performance-based Compensation System (PBCS), and the PBCS is sufficient to attract and retain the most effective teachers to TAP schools.

Along with preparing students for success in high school and college, the Consortium schools emphasize the development of character and culture among their students. Parents and other family are involved in their children's educational experience and serve as partners with teachers and administrators to cultivate learning and maximize student potential.

Consortium schools have already taken critical steps toward aligning their human capital policies, though each current HCMS lacks several key elements such as a principal evaluation system, classroom-level teacher performance indicators and a cohesive data management system. The current set of human capital policies (see Table 1) emphasize teacher evaluation and align evaluation to some human capital decisions; however, they do not align to all human capital decisions. Evaluation in the Consortium schools is cooperative between the evaluator and evaluate, and it informs each educator's professional development; however, the Consortium

schools have lacked a comprehensive, coordinated approach to aligning these human capital decisions to each other and each school’s specific instructional goals.

**Table 1: Consortium Current HCMS**

<b>Human Capital Policy</b>	<b>Description of the Policy</b>
Recruitment	Schools use traditional methods for recruiting teachers such as newspaper and online advertisements, and word-of-mouth within the community. No explicit mention of educator effectiveness in policies.
Hiring	Schools focus on hiring the most qualified candidates for open positions. No explicit mention of educator effectiveness in policies.
Performance-based compensation for teachers	Under Q Comp, Consortium teachers receive modest bonuses for meeting targets on school wide and TAP-like cluster group goals, and observation outcomes. No bonuses are provided for individual classroom achievement gains. Data from teacher evaluations, as well as school wide growth as measured by school NWEA assessment scores and AYP.
Performance-based compensation for principals	None
Career Advancement	Under Q Comp, teachers have the opportunity for career advancement as master and mentor teachers. Data from teacher evaluations are used in selecting teacher leaders.
Teacher Evaluation	Process for evaluation should improve instruction & staff abilities. Evaluations are based on (1) job expectations, (2) instruments for assessment, and (3) personal observation.
Principal evaluation	None
Professional Development for Teachers	Under Q Comp, teachers meet in professional learning communities.
Professional Development for Principals	None
Retention/Dismissal	Teachers and principals in the Consortium schools are at-will employees. Contracts are negotiated on a yearly basis and performance is considered in retention/dismissal decisions.

***(1) Aligned with each participating LEA’s clearly described vision of instructional improvement (10 points); and***

In this subsection, we will address Absolute Priority 1, section (1) and Requirement 1.

Each Consortium school has a similar ambitious vision of instructional improvement: all teachers in Consortium schools must be effective enough such that all students to achieve at least one year’s growth each school year. To achieve this goal, Consortium schools focus on instructional accountability and data-driven, rigorous instruction centered on clearly defined state and school standards. The goal for educators is to teach each student at a challenging academic

level in an environment that cultivates the individual needs of each student. In order to accomplish that:

The collective instructional vision for the Consortium provides that:

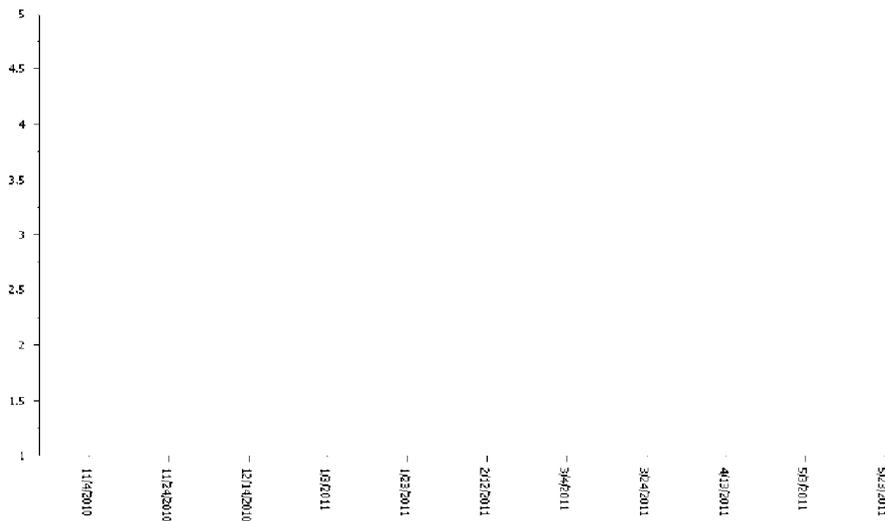
- Teachers will be able to differentiate instruction to meet individual students' needs.
- Instructional decisions will be based upon data analysis.
- Professional development will focus on the needs of teachers in order to improve student learning.
- Students will receive a well-rounded educational experience.

Consortium schools propose to make substantial improvements to their existing HCMSs to ensure that they meet the goals set for teachers and students, aligning to their vision for instructional improvement. The core of the Consortium's reform strategy is the adoption and implementation of the TAP system, which includes career advancement for effective teachers with salary augmentations for taking on additional roles and responsibilities, ongoing professional development, rigorous and fair evaluation systems, and performance-based compensation for effective educators (Requirement 1, Model 1 PBCS, see Table 2 on page 12 for more detail). The TAP system's four interrelated elements will be fully implemented based on the NIET national TAP model, within each school's larger HCMS structure, which also includes recruitment, hiring, retention, and dismissal.

Creating an HCMS that can serve the needs of each school in real-time requires an integrated data management solution. Adopting TAP will also provide Consortium schools with access to the TAP CODE system, NIET's interactive data management tool for storing and analyzing teacher evaluation data and other school data. CODE is a Web-based system that provides secure access to real-time data and powerful analytical tools for principals, master and mentor teachers

in a TAP school. CODE’s existing capabilities include analytics that allow schools to enter observation data, monitor inter-rater reliability, generate more than 20 reports, and calculate teacher effectiveness and performance-based compensation. These reports identify areas of strength and weakness in order to help design effective professional development. The reports also provide tools for ensuring inter-rater reliability and consistency of evaluators. For accurate and timely results, CODE can automatically calculate performance-based compensation bonuses or calculate overall teacher effectiveness scores with the specific weightings provided by the school, district or state. Figure 1 illustrates a CODE report for tracking teacher data.

**Figure 1: Example CODE Report for Tracking Teacher Progress on Observation Scores**



Through this grant, we will customize the data storage and analytical capabilities CODE to accommodate its new role as the “data backbone” of each school’s HCMS. The CODE expansion will include:

1. A more explicit link to professional development (PD) through the TAP System Training Portal. Based on evaluation results, CODE will recommend specific areas for PD that the teacher may immediately access on the Portal.

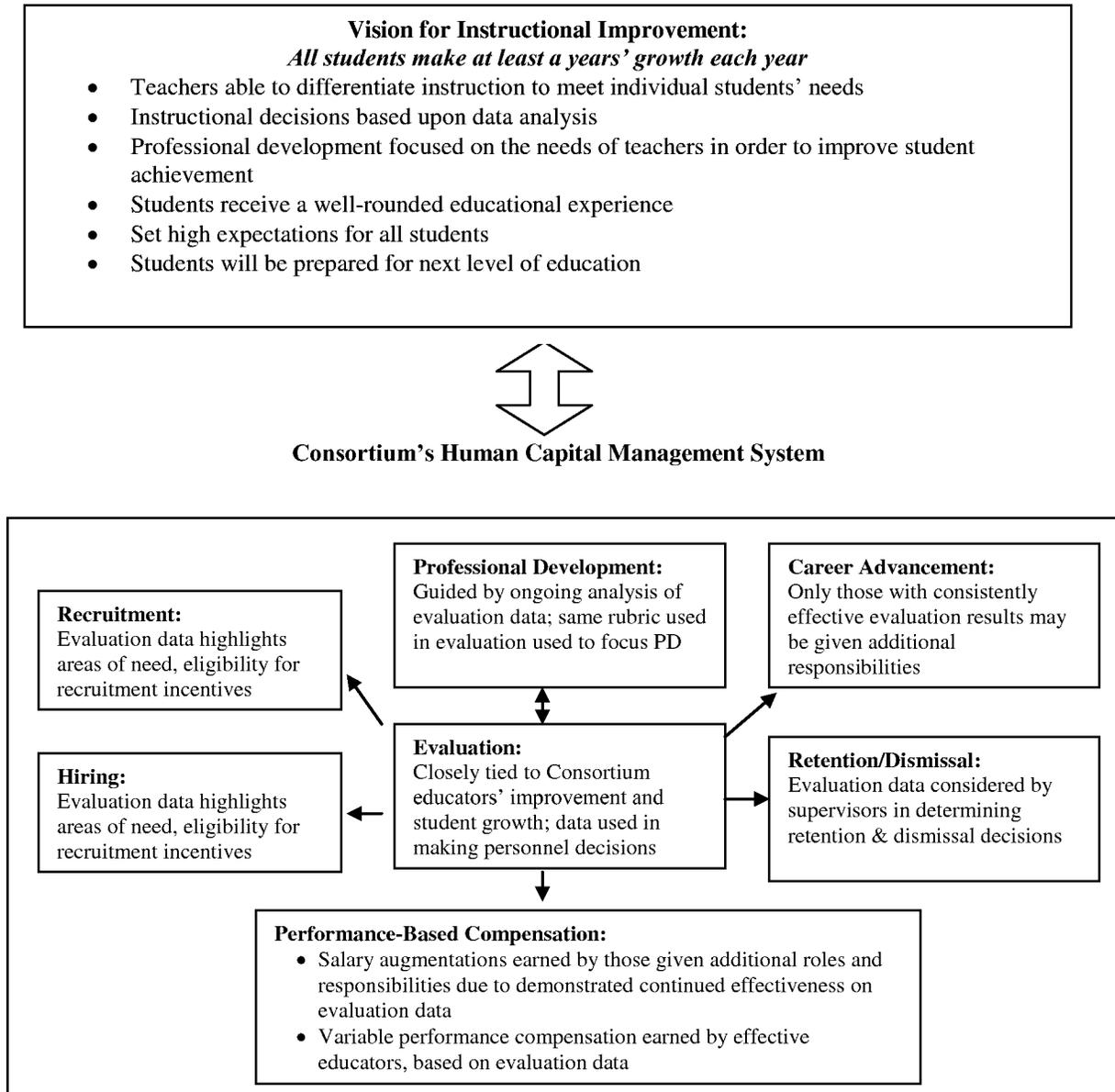
2. Additional teacher information collection, including each teacher's preparation program and years of experience, which the principal may use to inform future hiring decisions.
3. A simple query-builder that will allow principals to perform custom searches and analytics based on the specific needs at their school site.

This proposed HCMS, which includes the TAP system, is closely aligned to each LEA's vision for instructional improvement (See Figure 2). Adopting TAP will also strengthen the alignment between the HCMS and the Consortium schools' vision for instructional improvement. The proposed TAP evaluation system is at the center of the HCMS and its data drive much of the human capital decisions in the Consortium. The evaluation system reflects the vision of instructional improvement through the measures included in the evaluation systems for teachers and principals. Consortium teachers will be held accountable for student growth at the classroom and school levels, classroom practice, and a survey of their responsibilities.

Consortium schools will use the TAP rubric as its classroom observation tool, which is significantly positively correlated with student achievement growth (see page 34, Figure 9). In addition, the individual indicators of the rubric reflect the specific instructional goals of Consortium schools. For example, as stated above, Consortium schools want all teachers to differentiate instruction to meet individual students' needs. On the TAP rubric (see Other Attachments for a complete rubric), the "Teacher Knowledge of Students" indicator for an exemplary level of teaching states "Teacher regularly provides differentiated instructional methods and content to ensure children have the opportunity to master what is being taught." The TAP rubric will provide the platform for measuring how a teacher meets individual student needs and measuring student growth data for every teacher will ensure that the Consortium schools' meet their instructional goals. The results from classroom observations will also be used to

inform teachers’ ongoing professional development, career advancement, compensation, and a range of other human capital decisions (see following section for more detail). At the end of each year, school leadership will use classroom-level student growth and school wide student growth to assess whether they reached their student growth goal.

**Figure 2: Consortium’s Proposed HCMS Aligns to Vision for Instructional Improvement**



This alignment is true for principals as well. The proposed principal evaluation holds Consortium principals accountable for student achievement growth at the school level and

multiple measures of leadership capabilities. This accountability aligns to the Consortium’s instructional vision that leaders enable and support teacher and student growth. For example, this concept aligns to the observational instrument used for principals, the TAP Leadership Team (TLT) Observation Rubric, where an exemplary principal would “demonstrate expertise when presenting new learning as evidenced by his or her ability to establish a strong sense of purpose demonstrated through the examination of data in order to connect what members are implementing in the school to student achievement.” Like teachers, principals will receive training in each of the evaluation measures (see page 24 for more detail on principal evaluation measures), ensuring that they understand the connection between the measures and instructional improvement vision of the Consortium schools. Having teacher and principal evaluation systems that reflect the vision for instructional improvement, and using the data from the evaluation system to inform other human capital strategies (see following section for detail) ensures that the entire HCMS is aligned to the Consortium’s vision for instructional improvement.

***(2) Likely to increase the number of effective educators in the LEA’s schools, especially in high-need schools, as demonstrated by (35 points)—***

(i) The range of human capital decisions for which the applicant proposes to factor in educator effectiveness—based on the educator evaluation systems described in the application.

In this subsection, we will also address Absolute Priority 1, section (2) and Requirement 1.

Educator effectiveness will help shape decisions across the Consortium’s HCMS. The following table details the human capital decisions that will include educator effectiveness and the ways in which it is involved in decision making. All teacher and principal effectiveness data is generated by their respective evaluations. For more detail on the specific measures, see Selection Criteria B. In addition to implementing TAP, which has a record of attracting, developing and retaining effective educators in high-need schools, the Consortium schools have worked to create a teacher-friendly culture, and are committed to using educator effectiveness to inform decision

making in all stages of the educator employment pipeline. Combined with the proven success of the TAP model, the Consortium’s proposed HCMS will help schools attract and retain highly effective educators. The widespread and aligned use of educator evaluation data in the proposed HCMS compared to the current HCMS is illustrated in Table 2. In addition, we expect Consortium administrators to creatively use the data once enough has been collected. For example, Consortium leaders will be able to see the distribution of teacher effectiveness across their schools for the first time. Based on these data, Consortium schools will be able to make staffing and placement decisions based on the combination of school needs and available human capital.

**Table 2: Use of Educator Evaluation Data in Proposed HCMS**

<b>Human Capital Policy</b>	<b>Description of the Proposed HCMS Policy</b>
Recruitment	Consortium offers competitive salary & benefits; creates and maintains teacher-friendly work environments; teacher effectiveness data will be used as available in recruitment process. The Consortium will make every effort to recruit teachers with a record of effectiveness. The implementation of TAP as part of a HCMS will be a strong recruitment tool in attracting the most effective teachers to Consortium schools.
Hiring	Consortium schools will “employ and retain the best qualified personnel.” The Consortium will consider available teacher effectiveness data to fulfill its commitment to employing the best qualified personnel.
Performance-based compensation for teachers ( <u>Requirement 1, Model 1</u> )	Teachers who take on additional roles and responsibilities may earn a salary augmentation of \$4,500 as mentor teachers and \$9,000 as master teachers. The Consortium schools will allocate \$2,500 per teacher into an annual performance award fund. Teachers earn this performance-based compensation based on educator effectiveness, as assessed by classroom observation data and a responsibilities survey, classroom-level student growth or student learning objective growth, and school wide achievement growth.
Performance-based compensation for principals ( <u>Requirement 1, Model 1</u> )	Every year, principals can earn up to \$10,000 based on their effectiveness. Principals may earn the bonus based on their performance, as assessed by TLT observation rubric scores, scores on a 360-degree survey, and schoolwide achievement growth.
Career Advancement ( <u>Requirement 1, Model 1</u> )	Teachers in the Consortium will have the opportunity to take on additional roles and responsibilities as mentor and master teachers. Consistently effective teachers that have also shown an aptitude for working with adult learners may become master or mentor teachers, and earn salary augmentations for taking on additional roles and responsibilities. Educator effectiveness data (see Selection Criterion B for details) must be used in career advancement. Once promoted,

	master and mentor teachers must continue to be effective to retain their positions.
Professional Development for Teachers	Professional development will occur weekly in on-site “cluster groups” led by master and mentor teachers. Both the topic of cluster groups and the individualized follow-up will be informed by the schools’ instructional goals, the needs of the students, and the needs of the teachers. Teacher classroom observation data is routinely entered into the CODE system and directly guides teacher PD. The principal, master teacher, and mentor teachers will analyze teacher observation data twice a month to evaluate the needs of teachers as a group, by grade level, and individually. Their analysis will highlight particular areas of need that they will incorporate into cluster meetings as well as in-class follow up (co-teaching, modeling, etc.).
Professional Development for Principals	The Consortium executive master teacher and/or project director will deliver onsite coaching throughout the school year. Principal scores on the TLT rubric (observation tool) inform coaching throughout the year; analytics available in CODE.
Retention/Dismissal	Educators must demonstrate competency in their work to retain a position in the Consortium schools. The Consortium will consider available teacher effectiveness data to fulfill its commitment to retaining the best qualified personnel.

(ii) The weight given to educator effectiveness—based on the educator evaluation systems described in the application—when human capital decisions are made;

Educator effectiveness data will play a central role in a range of human capital decisions discussed above. We will distinguish between those policies where educator effectiveness is a primary driver of a policy (“Strong weight”) and where educator effectiveness is one of several factors driving a policy (“Moderate weight”) (See Table 3). The importance of educator effectiveness data in performance-based compensation and career advancement will serve to attract the most capable educators to the Consortium schools, as they can expect to earn in excess of five percent of their base salary in bonuses every year.

**Table 3: Weight of Educator Effectiveness in Proposed HCMS**

<b>Human Capital Policy</b>	<b>Weight of Educator Effectiveness Data</b>	<b>Other Factors Used in Making the Human Capital Decision</b>
Strong weight		
Performance-based compensation for teachers	All of teacher performance-based compensation will depend on effectiveness: 50% SKR; 20-30% school wide value-added growth; 20-30% classroom value-added growth or student learning objective growth.	None.
Performance-based	All of principal performance-based	None.

compensation for principals	compensation will depend on effectiveness: 50% school wide value-added growth, 30% 360-degree assessment, 20% leadership assessment	
Career Advancement	To first be considered for a master or mentor teacher position, a teacher must have a record of effectiveness. To then retain a master or mentor teacher position, the teacher must maintain a record of effectiveness.	Teacher competence with adult learners also taken into account, but a teacher without strong evaluation data will not be promoted.
Professional Development for Teachers	Evaluation data is one of the primary drivers of teacher PD. TAP leadership team members regularly enter teacher observation data into CODE and use CODE analytics to determine appropriate PD.	School goals, individual growth plans, student needs also guide PD.
Professional Development for Principals	Evaluation data is one of the primary drivers of principal PD. Consortium executive master teachers and/or project directors regularly enter teacher observation data into CODE and use CODE analytics to determine appropriate PD.	School goals, student needs also guide PD.
Moderate weight		
Recruitment/Hiring	It is the policy of the Consortium schools to “employ and retain the best qualified personnel,” and the Consortium schools will use educator effectiveness to help determine which teachers should be recruited and hired	Vacancies, educator experience also factor into recruitment and hiring decisions.
Retention/Dismissal	Educators must demonstrate competency in their work to retain a position in Consortium schools. Educator effectiveness ratings help Consortium schools determine competency.	Educators may be dismissed for unprofessional conduct.

TAP has substantial experience in effectively structuring and presenting performance incentives that affect behavior. This means more than simply assuming that teachers and principals will change behavior if offered large enough incentives. Research has shown that features other than the magnitude of awards, such as how incentives are structured and presented, also affect behavioral and educational outcomes (Bonner, 2002; Heneman, 1998; Taylor et al., 2009). TAP’s comprehensive approach to the size and structure of incentives affects behavior in two key ways. One is to elicit motivated participation in the process of continuing improvement

in teaching and leadership skills, based on instructionally focused accountability and on-site professional development. TAP's success in this is shown by student achievement growth results, teacher growth in instructional quality measures and staff survey data (NIET, 2010). The second way TAP incentives affect behavior is to attract effective teachers and principals to high-need schools and retain them because of the opportunities for expanded pay and the supportive working environment TAP creates. Evidence of success is shown Figure 4 (page 20) "Increased Retention of Highly Effective Teachers in TAP Schools" and is confirmed by staff survey data (NIET, 2010). By recruiting and retaining effective educators, TAP schools improve student outcomes over time.<sup>2</sup>

These reforms will motivate effective educators stuck in districts or charter schools with traditional step-and-lane salary schedules and no career advancement to come to the Consortium schools. In addition, teachers interested in improving their instructional skills will be drawn to the Consortium schools given the tight alignment between evaluation data and ongoing professional development. As shown in Figure 3 on page 19, educators in TAP schools across the country have significantly increased their skills while in a TAP school. These teachers have also been rewarded for their effort in performance compensation. Under this proposed HCMS, effective educators can expect substantial performance compensation, ample opportunities for advancement, and support in continuing their professional growth. Thus, the emphasis on educator effectiveness ensures that the Consortium will increase the number of effective educators in its schools.

(iii) The feasibility of the HCMS described in the application, including the extent to which the LEA has prior experience using information from the educator evaluation systems described in the application to inform human capital decisions;

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<sup>2</sup> See "Other Attachments" for a full presentation of the research that supports why our weighting

The HCMS described above builds upon an existing structure within the Consortium schools and combines it with a full implementation of the TAP system, which is a proven national model. The Consortium schools have prior experience using educator evaluation data to inform human capital decisions. As participants in Minnesota's Q Comp program, each school has been using the TAP rubric to evaluate its teachers. These data were then used to inform salary bonuses for teachers, as well as to improve both classroom instruction and the capabilities of the teaching staff. The schools' familiarity with elements of TAP indicates that implementation of the more comprehensive proposed HCMS is well within their capacity, and their existing personnel policies will support and compliment the implementation of the proposed HCMS.

The Consortium schools presently use aspects of the TAP evaluation system, with current evaluations based on classroom observations, grade level goals and school wide learning goals. Under the new proposed system, though grade level and school wide learning goals will exist and be part of the professional development structure, they will not be included in the measures for teacher compensation.

In addition, Consortium schools use student learning objectives (SLOs) in all classrooms to help determine student progress, which is a key component of the Consortium's proposed evaluation system. However, these SLOs are not currently used as part of a teacher or school effectiveness measure. The TAP system offers the Consortium more rigorous tools and analytics to accomplish a more aligned and actionable evaluation.

The TAP system has been fully and successfully implemented in new schools across the country with planning, training and ongoing technical assistance from the National Institute for Excellence in Teaching (NIET). NIET will provide the same support and training to the Consortium schools that it has to hundreds of other TAP schools, ensuring the feasibility of the

HCMS. Further, the CODE system described above to store, track, and analyze the data needed to make human capital decisions already exists and can be set up in the Consortium immediately.

(iv) The commitment of the LEA leadership to implementing the described HCMS, including all of its component parts; and

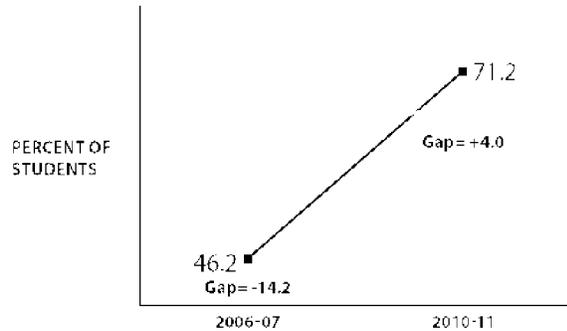
The leadership of each school in the Consortium is fully committed to the implementation of the HCMS as described above. As individual LEAs, each school has a Board of Directors/Trustees that sets forth school policy and expectations. Each school also has an Executive Director/Principal (principal) who is responsible for implementing school policy. All schools approved the implementation of a TAP-like system as part of their state approved Q Comp applications, and each school's leadership including the principal, Board of Directors/Trustees and teachers is supportive of the TIF partnership with NIET. As evidence of this support, signed Memoranda of Understanding are included in this TIF proposal. The MOU states clearly the expectations of each LEA in implementing the TAP system, as well as NIET's expected responsibilities in this partnership. Please refer to the MOU for the leadership's explicit commitment to implementing all parts of the HCMS detailed in this grant.

(v) The adequacy of the financial and nonfinancial strategies and incentives, including the proposed PBCS, for attracting effective educators to work in high-need schools and retaining them in those schools.

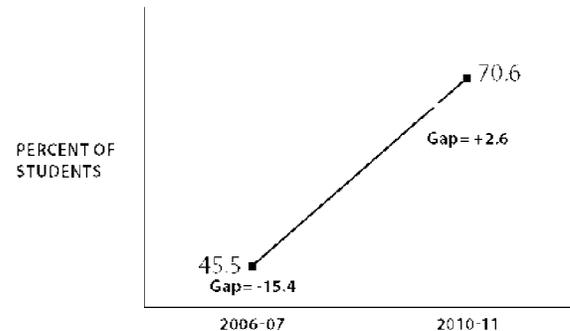
In this subsection, we will also address Absolute Priority 1, section (3). Consortium schools will adopt the national TAP system to help enhance their approach to career advancement, professional development, evaluation, and compensation. TAP's decade of experience attracting, developing and retaining effective teachers in high-need schools, as well as the previous experience of each school under Q Comp, made it a very attractive opportunity for the Consortium. Fully implementing TAP will allow Consortium schools to increase the number of effective educators in all of its schools. TAP has had success in three key areas that will increase the overall number of effective educators in the Consortium's schools. Using these strategies in

another TAP site, the Algiers Charter Schools based in New Orleans, resulted in closing achievement gaps in math and English Language Arts within five years, as illustrated below.

**PERCENT OF STUDENTS SCORING BASIC OR ABOVE IN MATH**  
Louisiana statewide average versus cohort of ACSA schools



**PERCENT OF STUDENTS SCORING BASIC OR ABOVE IN ELA**  
Louisiana statewide average versus cohort of ACSA schools



STATEWIDE  
■ ACSA

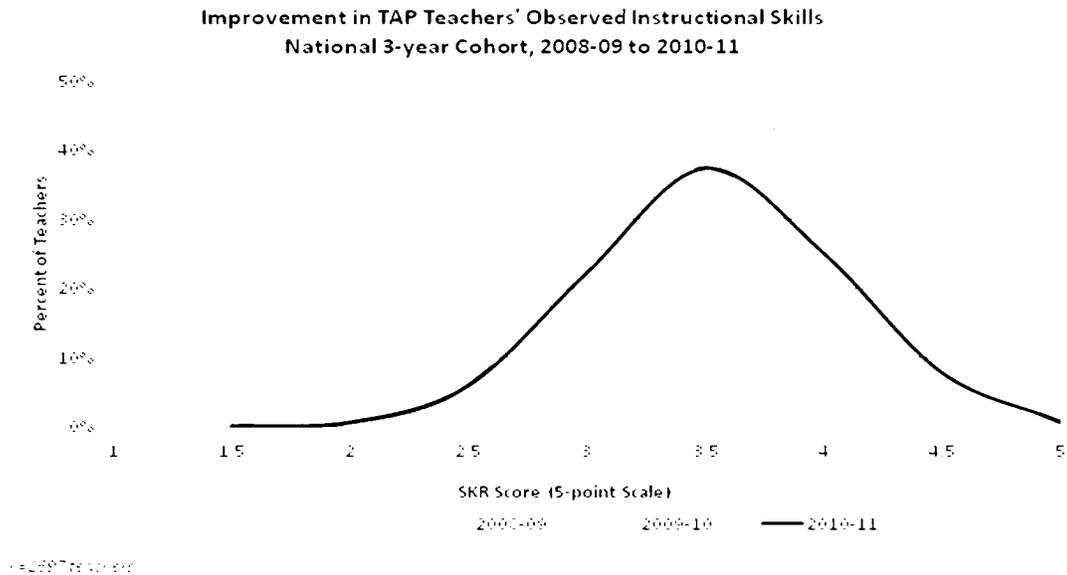
ACSA data shown for all 6 schools in ACSA TAP from 2006-07 through 2009-11

Source: LDOE data, analysis by NIET using student-weighted averages

1. **Recruiting Effective Educators:** In an annual anonymous survey distributed to all TAP teachers, one in three reported moving to a TAP school from a more affluent school. The Consortium will be implementing the same policies and can expect similar results. In the Consortium’s proposed HCMS, effective teachers may earn more compensation for taking on additional leadership roles and responsibilities. Though compensation for additional roles has existed in these schools, the amount of the salary augmentation will be increased to better attract the most effective teachers to leadership roles. Effective teachers and principals also earn additional compensation through performance-based pay. The amount of the potential bonus for effective teachers is increased under TIF.
2. **Developing Instructional Skills of All Teachers:** All TAP teachers participate in weekly professional development led by master and mentor teachers. This intensive support has resulted in TAP schools growing the effectiveness of all of their teachers. In the chart below, note that average teacher performance in TAP schools is significantly increasing. This is

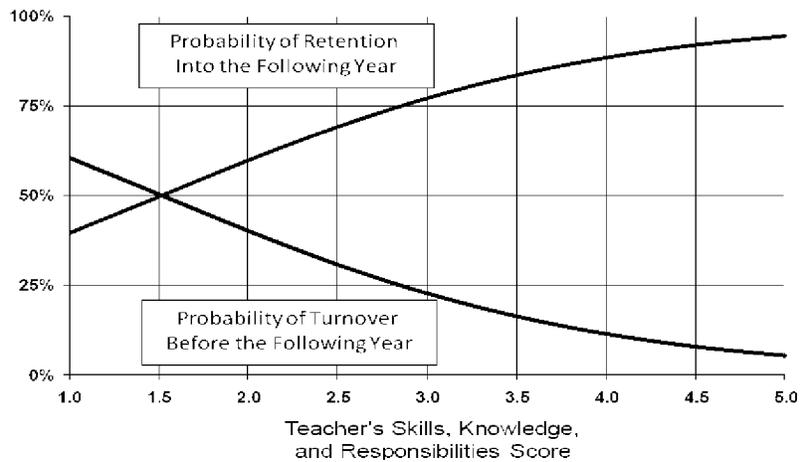
particularly encouraging because the teacher observation scores shown are positively correlated with student achievement growth. Consortium schools will enhance TAP’s professional development and can expect to grow a more effective teaching staff.

**Figure 3: Improvement in Teacher Performance**



3. **Retaining Effective Educators:** Effective teachers tend to stay in TAP schools at a higher rate than less effective teachers, as shown in Figure 4. Effective teachers are incentivized to stay due to the opportunities for career advancement, additional pay for leadership roles and performance, and the ongoing support from TAP’s evaluation and professional development. Over time, this means that TAP schools have a larger number of effective teachers. Again, because the Consortium schools will implement all elements of the TAP system in alignment with the national model, they can reasonably expect to achieve similar results.

**Figure 4: Increased Retention of Highly Effective Teachers in TAP Schools<sup>3</sup>**



Given TAP’s success and the Consortium schools’ existing policies, the financial and non-financial incentives in place are highly likely to attract and retain effective educators in all of the Consortium’s schools, all of which are high-need schools.

**(B) Rigorous, Valid, and Reliable Educator Evaluation Systems**

**(1) Each participating LEA has finalized a high-quality evaluation rubric, with at least three performance levels (e.g., highly effective, effective, developing, unsatisfactory), under which educators will be evaluated (2 points);**

Although teachers are currently evaluated in the Consortium schools using the TAP rubric, the proposed educator evaluation system in this grant is significantly more rigorous, valid and reliable. Further, it includes principals as well as teachers.

Teachers and principals in the Consortium schools will be evaluated annually using multiple measures, which are combined using a clearly defined evaluation rubric to rate their performance on four levels. In this subsection, we will address Absolute Priority 2, sections (1), (2) and (3).

**Evaluating Teachers**

Teacher effectiveness will be evaluated annually based on multiple measures, including student achievement growth at the classroom and school-wide level, the average of scores from four or

<sup>3</sup> Probability of staying or leaving as related to TAP ratings for 7377 teacher-year cases, in 138 schools, in 12 states, for years 2004-05 through 2007-08. Retention includes teachers who stayed in TAP, including master and mentor teachers. Turnover includes those who became administrators, moved to non-TAP schools, took leaves longer than a year, or left teaching.

more classroom observations each year, and a teacher responsibilities survey. (Absolute Priority 2, section (1))

Multiple observation-based assessments per year. Consortium teachers will be evaluated by members of the TAP Leadership Team (i.e., principal(s), master and mentor teachers) at least four times a year (Absolute Priority 2, section (2i)) in announced and unannounced classroom observations using the Skills and Knowledge rubric from the TAP Skills, Knowledge and Responsibilities Performance Standards (Standards). Evaluators are annually recertified before conducting evaluations (see section B(3) on page 29 for more detail). The Standards cover “Instruction,” “Designing and Planning Instruction,” and “The Learning Environment” as defined in 19 indicators scored on a 5-point rubric that ranges from Unsatisfactory (1) to Proficient (3) to Exemplary (5). See Figure 5 for an example indicator and Other Attachments for the complete rubric.

**Figure 5: Indicator from the Standards - "Academic Feedback"**

	<b>Exemplary (5)</b>	<b>Proficient (3)</b>	<b>Unsatisfactory (1)</b>
<b>Academic Feedback</b>	<ul style="list-style-type: none"> <li>• Oral and written feedback is consistently academically focused, frequent, and high quality.</li> <li>• Feedback is frequently given during guided practice and homework review.</li> <li>• The teacher circulates to prompt student thinking, assess each student's progress, and provide individual feedback.</li> <li>• Feedback from students is regularly used to monitor and adjust instruction.</li> <li>• Teacher engages students in giving specific and high-quality feedback to one another.</li> </ul>	<ul style="list-style-type: none"> <li>• Oral and written feedback is mostly academically focused, frequent, and mostly high quality.</li> <li>• Feedback is sometimes given during guided practice and homework review.</li> <li>• The teacher circulates during instructional activities to support engagement and monitor student work.</li> <li>• Feedback from students is sometimes used to monitor and adjust instruction.</li> </ul>	<ul style="list-style-type: none"> <li>• The quality and timeliness of feedback is inconsistent.</li> <li>• Feedback is rarely given during guided practice and homework review.</li> <li>• The teacher circulates during instructional activities, but monitors mostly behavior.</li> <li>• Feedback from students is rarely used to monitor or adjust instruction.</li> </ul>

All teachers are taught the elements of the rubric and thoroughly trained prior the observation tool being used, providing them with the standards to which they will be held accountable before they are evaluated. TAP teacher evaluations produce more than a score; before each announced visit, teachers have a “pre-conference” session with their evaluator to discuss expectations and areas of focus. Then after all classroom observations, there is a “post-conference” session with the evaluator to discuss the findings. This cognitive coaching session offers teachers the

opportunity to develop a plan for building on strengths and improving weaknesses. Evaluators must present evidence supporting the score they assigned to the teacher, further increasing the credibility, relevancy and transparency of the evaluation system. Additionally, the teacher must self-reflect and score each component of the lesson.

Responsibilities survey. Leadership performance standards are established for master, mentor and career teachers, providing an additional measure of effectiveness. These performance standards are measured using a responsibilities survey that takes into account the different responsibilities and leadership roles of the teachers in each position. The survey is scored on a 5-point rubric that ranges from Unsatisfactory (1) to Proficient (3) to Exemplary (5). The average score on the responsibilities survey is combined with the average scores on the observation-based rubric (Skills and Knowledge) to form a final Skills, Knowledge and Responsibilities score (SKR score). See Figure 6 for an example indicator and Other Attachments for the complete rubric. (Absolute Priority 2, sections (2iii))

**Figure 6: Indicator on the Responsibilities Survey - "Growing and Developing Professionally"**

Performance Standard	Exemplary (5)	Proficient (3)	Unsatisfactory (1)
3. The career teacher develops and works on a yearly plan for new learning based on analyses of school improvement plans and new goals, self-assessment, and input from the master/mentor teacher and principal observations.	Regularly	Sometimes	Rarely

Student growth measures. Teacher effectiveness and differentiated compensation will depend in significant part on student growth measures at the classroom level. For grades and subjects with available state or benchmark tests, the Consortium will use a “value-added” model from an experienced vendor to measure the contributions of teachers and schools to student achievement during a school year at both the classroom and school level. For grades and subjects without state or benchmark tests, the Consortium will calculate student growth using student learning

objectives (SLOs). Teachers will develop their SLOs with guidance from their TAP leadership team. The TAP leadership team will then use a rubric to determine the rigor of the SLOs, and will continue to work with teachers until all have developed rigorous SLOs. To ensure that the SLOs used in this grant are high-quality measures of growth, the Consortium will invest in intensive training for its leadership team on developing and evaluating SLOs. This training will occur in the first and second year of the grant, with technical assistance in Year 3. Growth calculated using SLOs and classroom value-added growth will be measured on a five-point scale. (Absolute Priority 2, section (2ii)).

Additional factors. All teachers’ evaluations will also partially depend on value-added growth at the school level and the responsibilities survey. Both of these measures are scored on a five-point scale.

Generating an overall evaluation rating for teachers. Each Consortium school will convene a TAP Implementation Committee in Year 1 of the grant that includes members of the leadership team (principal, master and mentor teachers) and any other key stakeholders within the school building to determine the weights to determine the overall evaluation rating for teachers in untested grades and subjects within the specified ranges. Each Consortium school’s TAP Implementation Committee will reconvene in Year 3 of the grant to reexamine the weights given to each of the measures. (Absolute Priority 2, section (3))

<b>Teachers with classroom VA</b>	<b>Teachers with SLOs</b>
SKR Score* 50%	SKR Score* 50%
Schoolwide Value-Added Score (SWVA) 20-30%	Schoolwide Value-Added Score (SWVA) 20-30%
Classroom Value-Added Score (CLVA) 20-30%	Student Learning Objective Growth (SLO) 20-30%

\*Note: This includes the average classroom observation score and the responsibilities survey score.

Teachers’ weighted scores based on the above determine their overall evaluation rating.

<b>Weighted Average Score</b>	<b>Overall Evaluation Rating</b>
1.0 – 1.99	Unsatisfactory
2.0 – 2.99	Developing
3.0 – 3.99	Proficient
4.0 – 5.00	Exemplary

“Unsatisfactory” teachers are ineligible for performance pay. Teachers will automatically fall into the “Unsatisfactory” performance rating if they do not meet performance minimums on the SKR score (average score below a 2.0); classroom value-added (score below a 2.0); or SLOs (score below a 2.0). Using SLOs to calculate growth is an innovative component of this teacher evaluation system; therefore, the performance minimum for SLOs will not go into effect until the third year of the grant, allowing two years for refining their implementation. In Year 3, these teachers will also be ineligible for performance pay. Both “Developing” and “Proficient” bands contain effective teachers. “Exemplary” teachers are highly effective. A low school wide value-added score will not result in a teacher automatically falling into the lowest category, as we do not want to discourage otherwise effective teachers from moving to struggling schools.

The following table illustrates outcomes for three teachers at the same school:

	Teacher A	Teacher B	Teacher C
SKR Score	$2.5 * 50\% = 1.25$	1 - Automatic “Unsatisfactory” $1 * 50\% = 0.5$	$4 * 50\% = 2$
Schoolwide VA	$4 * 20\% = 0.8$	$4 * 20\% = 0.8$	$4 * 20\% = 0.8$
Classroom VA	$2 * 30\% = 0.6$	$2 * 30\% = 0.6$	$5 * 30\% = 1.5$
Weighted Average Score	2.65	1.9	4.3
Effectiveness Rating	Developing	Unsatisfactory	Exemplary

### **Evaluating Principals**

Principal effectiveness will be evaluated annually (Absolute Priority 2, section (1)) based on student achievement growth at the school level, scores on 360-degree assessment of principal effectiveness, and TAP Leadership Team (TLT) observation scores.

Multiple observation-based assessments per year. Principals will be observed two or more times a year during the TAP Leadership Team (TLT) meetings by the CEMT or Consortium Project Director. (Absolute Priority 2, section (2i)) TLT meetings occur weekly and drive the implementation of the TAP model at the building level, helping to ensure a strong degree of fidelity to TAP implementation. One of the principal’s main responsibilities during these meetings is to facilitate them as the instructional leader in the school.

Student growth measures. A significant portion of principal effectiveness will depend on student growth measured by school-wide value-added scores. (Absolute Priority 2, sections (2ii))

Additional assessments. The Consortium will use a valid and reliable 360-degree assessment<sup>4</sup> to measure the effectiveness of a principal’s key leadership behaviors that influence teacher performance and student learning using a multi-rater, evidence-based approach.

(Absolute Priority 2, section (2iii))

Generating an overall evaluation rating for principals. Half of the principal evaluation rating will depend on schoolwide value-added scores, 30% will depend on the 360-degree assessment, and 20% will depend on the average score from TLT observations. Principals’ weighted scores based on the above determine their overall evaluation rating. (Absolute Priority 2, section (3))

<b>Weighted Average Score</b>	<b>Overall Evaluation Rating</b>
1.0 – 1.99	Unsatisfactory
2.0 – 2.99	Developing
3.0 – 3.99	Proficient
4.0 – 5.00	Exemplary

“Unsatisfactory” principals are ineligible for performance pay. Principals will automatically fall into the “Unsatisfactory” performance rating if they do not meet performance minimums on the TLT score (average score less than 2.0) or on the 360-degree survey instrument (score less

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<sup>4</sup> A 360-degree assessment indicates that an individual is evaluated by his or her subordinates, peers and superiors, and occasionally includes a self-evaluation component.

than 2.0) and will be ineligible for performance pay. Both “Developing” and “Proficient” bands contain effective principals. “Exemplary” principals are highly effective.

**(2) Each participating LEA has presented (4 points)--**

(i) A clear rationale to support its consideration of the level of student growth achieved in differentiating performance levels; and

Each of the Consortium schools expects all students to make at least a year’s growth every school year. To focus all teachers and principals on this goal, the Consortium will require that 50% of teacher and principal evaluations depend on student growth measures. School Implementation Committees will determine the percent attributed to school wide growth and to classroom level growth. In addition, despite scores on other measures, low scores on student growth measures will automatically place teachers and principals in the lowest evaluation rating and make them ineligible for performance-based compensation.

For teachers, the classroom observation score (SKR) will be half of their overall evaluation rating (50%). Teachers have the most significant impact on student learning, so their instructional skills are essential in ensuring that all students meet the goal of one-year’s growth. However, because student achievement growth can be measured through value-added and SLO gains, these combined measures will account for the other 50% of the overall evaluation rating.

For principals, the schoolwide value-added score will be the single largest contributor to their overall evaluation rating (50%). Principals are the instructional leaders of a campus, and the Consortium schools will hold them accountable for the overall success or failure of the school to achieve its instructional and achievement goals, which included having every student achieve a year or more of growth each year. Thus, Consortium schools have elected to make value-added data the primary factor differentiating principal effectiveness.

(ii) Evidence, such as current research and best practices, supporting the LEA’s choice of student growth models and demonstrating the rigor and comparability of assessments;

Consortium schools will contract with a reputable provider of value-added calculations to determine teacher and principal effectiveness. Value added is a well-established and widely recognized methodology for measuring student learning growth as evidenced by the U.S. Department of Education's promoting of value added as a preferred method of measuring student growth. Value added is an advanced form of student growth modeling. Beyond tracking the difference in scores of the same students from one year to the next, value added estimates the impact schools and teachers have on student learning isolated from other contributing factors such as family characteristics and socioeconomic background (Braun, 2005; Goldschmidt, et al., 2005). In other words, value-added analysis provides a way to measure the specific effect a school or teacher has on student academic performance over the course of a school year or another period of time. School districts that are implementing TAP district-wide often use value-added data to identify schools, grades and content areas that have or have not increased student achievement. These data help school officials plan how to target professional development. Value-added analysis can be used to differentiate ineffective and effective levels of teacher and school performance as referenced against rigorous standards of expected student growth for an academic year (Goldhaber, 2010; Glazerman et al., 2011). Further, many vendors present value-added data in web-based reports at both the teacher and student level. These reports are user-friendly and valuable to help guide professional development activities.

Although some may suggest that value added scores may fluctuate, there are strong arguments to use this measure along with others to determine teacher effectiveness. Indeed, though any single measure of performance will contain error and only capture one aspect of performance, used in concert with other measures of performance value added remains a highly predictive measure of future student gains (Steele et al., 2010).

Consortium schools will also adapt existing student learning objectives as a measure for student growth in non-tested grades and subjects to determine teacher and principal effectiveness. Teachers' and principals' ratings are based on progress toward a specific learning target as measured from a baseline. Student learning objectives have been in use in several districts and states including: Austin ISD (TX), Charlotte-Mecklenburg (SC), Denver Public Schools (CO), Houston ISD (TX), Georgia, Indiana, New Haven (CT), New York, and Rhode Island.

Recommendations for student learning objectives developed by the Community Training and Assistance Center state that high quality objectives should specify the targeted population, the interval of instructional time, expected growth, justification for assessment used, rationale for the objective, content taught, and methods and interventions to be used to support the objective (Slotnik & Smith, 2008). Student learning objectives can be evaluated for rigor before approval against quality rubrics to ensure the objectives and methods of assessment are appropriate. Progress towards meeting objectives is determined by a trained designee, such as an administrator or committee of colleagues, against agreed upon benchmarks and types of evidence. Meeting student learning objectives assessed as high rigor has been positively associated with higher mean achievement scores for teachers on conventional assessments as compared to teachers with lower quality objectives (CTAC, 2004). The comparability of student learning objectives can be enhanced with common requirements across teachers or administrators, for instance incorporating a shared assessment or basing the objective on school- or district-wide goals (Goe & Holdheide, 2011).

**(3) Each participating LEA has made substantial progress in developing a high-quality plan for multiple teacher and principal observations, including identification of the persons, by position and qualifications, who will be conducting the observations, the observation tool, the**

**events to be observed, the accuracy of raters in using observation tools and the procedures for ensuring a high degree of inter-rater reliability (13 points);**

Each Consortium school has a high-quality plan for multiple teacher and principal observations, including identification of the persons, by position and qualifications, who will be conducting the observations, the observation tool, the events to be observed, the accuracy of raters in using observation tools and the procedures for ensuring a high degree of inter-rater reliability.

Highly Qualified Evaluators Conduct Educator Observations. Consortium teachers will be evaluated by members of their TAP Leadership Team (i.e., principal(s), master and mentor teachers) four or more times a year in announced and unannounced classroom observations. Master and mentor teachers are selected through a competitive, performance-based hiring process and form a TAP Leadership Team, along with the principal, to deliver school-based professional support and conduct classroom observations. Evaluators are trained and must pass a certification and annual recertification test.

Each school's principal will be evaluated by a Consortium Executive Master Teacher (CEMT), a position that is intended to provide school-level support to TAP sites, using the TAP Leadership Team rubric. The CEMT must first complete an evaluator training and pass a certification and annual recertification test. EMTs require a deep understanding of the TAP system and its implementation.

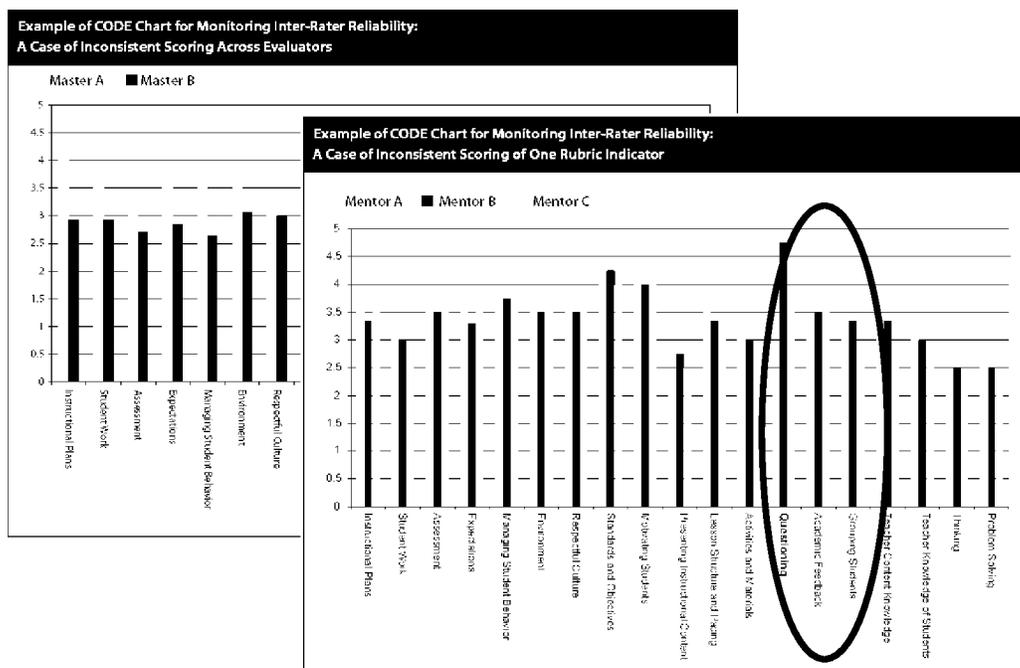
Ensuring Teacher Evaluator Accuracy and Inter-rater Reliability. Before members of a school's leadership team can perform evaluations, they must successfully complete an eight-day training program (with four days devoted to evaluation and four days to other elements of TAP) that culminates in a performance-based certification assessment and is followed by annual recertification tests, taken on the TAP System Training Portal. This is followed by consistent,

on-site support from the project director. Since school leadership teams bear responsibility for ensuring valid and reliable ratings, all members of the team must train together.

Team members are provided with in-depth instruction on the TAP Teaching Skills, Knowledge, and Responsibilities Performance Standards breaking down each domain and carefully examining every performance indicator. Importantly, the training sessions also teach evaluators how to plan for and conduct the post-conference meetings with teachers that must take place after each observation. At the end of the training each member of the leadership team must pass a performance assessment in which they show they can gather sufficient evidence to arrive at an accurate score that is in line with national raters, and can demonstrate their understanding of how to conceptually plan an effective post-conference. Team members must pass a recertification assessment every year. The recertification consists of viewing a lesson and scoring within one point of the national rater's scores, as well as correctly answering video-based multiple-choice questions on the post-conferencing process.

During the school year, Consortium school leadership teams will take explicit responsibility for ensuring the quality of teacher evaluations. Teams devote at least one meeting per month to discussing issues related to evaluation and analyzing data to identify potential problems with inter-rater reliability, the extent to which evaluators are consistently applying the TAP Rubric when evaluating lessons. Using CODE, the Consortium schools' TAP leadership teams will monitor inter-rater reliability. The examples in Figure 7 illustrate cases of inconsistent scoring across evaluators and inconsistent scoring on a particular rubric indicator.

**Figure 7: Example CODE Charts Monitoring Inter-rater Reliability**



Consortium leadership teams will employ a number of strategies to monitor inter-rater reliability and guard against score inflation or to calibrate evaluations if CODE reports reveal problems. They can conduct teamed evaluations, either as a formal part of the evaluation process or on an informal basis as necessary. NIET has compiled an extensive video library of lessons available on the TAP System Training Portal ranging from kindergarten to 12<sup>th</sup> grade, which have been scored by national raters. School leadership teams are encouraged to make use of the videos during leadership team meetings to troubleshoot issues and ensure that team members are continuing to apply the TAP Rubric consistently and accurately after they have been certified.

Ensuring Principal Evaluator Accuracy and Inter-rater Reliability. Before evaluating principals using the TLT Observation Rubric, Consortium leaders have to participate in a one-day training, which covers leadership team planning expectations, leadership team facilitation, leadership team member participation, leadership team connection to TAP, and leadership team meeting outcomes. At each leadership team meeting there are specific TAP elements that are

discussed which include one or more of the following: data, individual growth plans, cluster and evaluation (includes inter-rater reliability). Principal evaluators must be familiar with the focal elements of the leadership team meeting in order to observe if those elements are present, along with measurable and specific outcomes and action-oriented follow up. The leadership team is charged with monitoring the fidelity of all the TAP processes in their school. Principal evaluators must be able to determine if the leadership team meetings are functioning effectively, and if the TLT is monitoring the instructional operations during the meeting. After the training, they must complete a certification and annual recertification assessment each year.

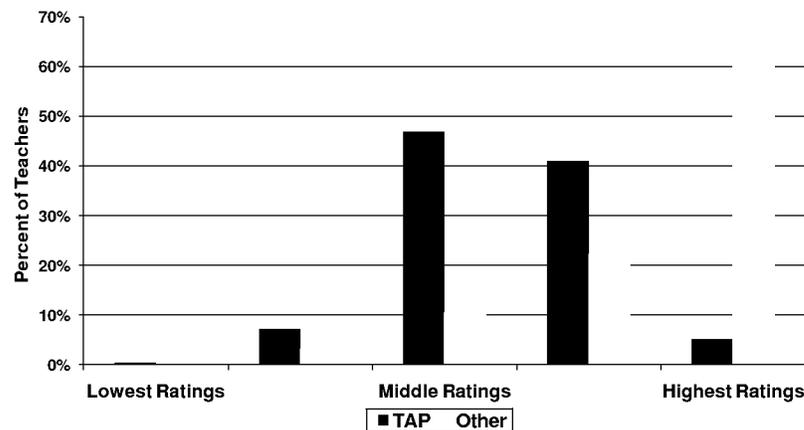
To ensure inter-rater reliability for principal evaluations, groups of certified principal evaluators calibrate principal evaluation scores throughout the year with the CEMT and the Project Director. Principal evaluators can watch videos of leadership team meetings through the TAP System Training Portal and then collect evidence and score them according to the TLT rubric and compare them in order to determine whether or not they have inter-rater reliability with one another. Principal evaluators can also watch live leadership team meetings in groups and then discuss their evidence collection and scores for the meeting in order to practice inter-rater reliability. Through this grant, we will expand CODE's capabilities for analyzing principal data for inter-rater reliability. While CODE is already able to store principal evaluation data, it currently lacks the capacity to perform analyses similar to the teacher score analysis.

Teachers Evaluated Using a Research-Based Observation Tool. The TAP Skills, Knowledge and Responsibilities Performance Standards (Standards) establish a 19-indicator, research-based observation rubric of effective teaching, spanning the sub-categories of instruction, designing and planning instruction, and the learning environment. The rubric offers a content-neutral, objective means to evaluate teacher effectiveness on a five-point scale (see Figure 5 on page 21

for an example indicator). The scores from the four or more observations each year are combined with the score from the responsibilities survey to calculate the SKR score.

The Standards were developed based on education psychology and cognitive science research focused on learning and instruction. They are aligned with professional teaching standards as they were based on an extensive review of publications from national and state teacher standards organizations.<sup>5</sup> The Standards identify a range of proficiency on various indicators, providing a more accurate representation of teachers' instruction. Figure 8 shows that teacher ratings are widely distributed in TAP schools, far different from the inflationary pattern seen in other traditional evaluation systems.

**Figure 8: TAP's Evaluation System Differentiates Effective from Ineffective Teachers<sup>6</sup>**



The SKR score has been shown to be valid and reliable based on the following findings. There is evidence that the SKR score is highly correlated with the value-added gains of the teacher's students. Higher SKR scores for teachers during the school year are associated with higher value-added scores for their students at the end of the year, regardless of the school's overall level of performance (see Figure 9). This provides an important validation of TAP's

<sup>5</sup> See Daley & Kim (2010) for a complete review of relevant studies.

<sup>6</sup> Data for 5 districts from Weisberg et al (2009)

teacher evaluation system and its link to improvements in student achievement. For multiple measures to work in a teacher evaluation system, they should be different yet complementary.

**Figure 9: TAP Teachers with High Classroom Observation Scores Also Have Students with High Value-Added Growth<sup>7</sup>**



Further, the recent adoption of the TAP evaluation system statewide in Tennessee as part of their Race to the Top reforms has corresponded to the s highest value-added results in state’s history. These results from Tennessee provide further support for the link between TAP’s evaluation system and student achievement.

Research-Based Principal Observation Tool Measures Leadership Capacity. The TLT Observation Rubric measures principal effectiveness based on a participatory, action research approach to addressing the four main areas of TAP implementation: data analysis, cluster implementation, growth plans and the evaluation process (inter-rater reliability). The TLT rubric, which is aligned with professional leadership standards, measures the principal as a facilitator, sharing leadership and engaging other members. The constant analysis and cyclical nature of the TLT rubric aligns to the action research approach which seeks to create knowledge, propose and implement change, and improve practice and performance (Stringer, 1996). Kemmis and McTaggart (1988) suggest that the fundamental components of action research include the

<sup>7</sup> Using data for 2,375 TAP teachers nationally for school years 2006-07 to 2009-10.

following: (1) developing a plan for improvement; (2) implementing the plan; (3) observing and documenting the effects of the plan; and (4) reflecting on the effects of the plan for further planning and informed action. New knowledge gained results in changes in practice (see also, Fullan, 2000).

**(4) The participating LEA has experience measuring student growth at the classroom level, and has already implemented components of the proposed educator evaluation systems (4 points);**

As participants in Minnesota's Q Comp program, the Consortium schools have experience measuring student growth at the school and grade level, but have not used student growth measures at the classroom level. Growth is determined using NWEA MAP test data.

Teachers in the Consortium schools are also observed multiple times each year by teacher leaders using the TAP rubric. Educators in the Consortium have experienced the benefits of their modified TAP implementation and are eager to take the next step toward full implementation as proposed in this grant. Principals in Consortium schools are not currently evaluated using the measures proposed in this grant; however, they are experienced with using teacher evaluation data in informing some of their teacher retention decisions. TIF will provide the opportunity to expand the Consortium's current educator evaluation system to include classroom level growth. Educators in the Consortium schools are eager to make this enhancement to better assess the impact that teachers are having on their student academic improvement.

**(5) In the case of teacher evaluations, the proposed evaluation system (6 points) —**

(i) Bases the overall evaluation rating for teachers, in significant part, on student growth; Consortium schools will require that 50% of teacher and principal evaluations depend on student growth measures. Evaluating teachers using both individual and group measures of student growth allows schools to maintain collegiality and cooperation instead of creating competition among teachers. In addition, despite scores on other measures, low scores on the classroom-level student growth measure (scores less than 2) automatically place teachers in the lowest evaluation

rating and make them ineligible for any performance-based compensation. See B(2)(i) on page 26 for additional detail.

(ii) Evaluates the practice of teachers, including general education teachers and teachers of special student populations, in meeting the needs of special student populations, including students with disabilities and English learners;

As stated above, the Standards establish a 19-indicator, research-based observation rubric of effective teaching, spanning the sub-categories of instruction, designing and planning instruction, and the learning environment. The rubric offers a content-neutral, objective means to evaluate teacher effectiveness. The TAP Rubric directly evaluates the practice of teachers working with special student populations. The table below provides examples of “proficient” teaching on indicators that apply to a teacher’s ability to work with special student populations, spanning lesson planning, delivery, and expectations.

Indicator	Evaluation of Practice
Instructional Plans	Instructional plans include evidence that plan is appropriate for the age, knowledge, and interests of most learners.
Instructional Plans	Instructional plans include evidence that the plan provides some opportunities to accommodate individual student needs.
Lesson Structure and Pacing	Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.
Teacher Knowledge of Students	Teacher practices display understanding of some students’ anticipated learning difficulties.
Teacher Knowledge of Students	Teacher sometimes provides differentiated instructional methods and content to ensure children have the opportunity to master what is being taught.
Expectations	Teacher sets high and demanding academic expectations for every student.

The professional development support that teachers receive as a result of their evaluations allows them to analyze student work and determine if progress is being made with all student groups including special student populations, students with special needs and English language learners. During cluster group meetings teachers are required to bring student work samples from specified student groups in order to analyze the characteristics that made the strategy successful for their students. Conversely if a teacher did not have success with a student strategy the cluster group members analyze how the implementation of the strategy could be adapted in

order to improve student outcomes. During the analysis of student work teachers are required to reflect upon the accommodations and modifications that were made in order to help general and special student populations to have success with the strategy.

An article from the Special Ed Advisor directly addresses the TAP system's applicability to special populations, "Because special education teachers are integrated into the TAP professional development system, they not only have the opportunity to be involved with grade-level and other content teachers, but the grade-level and content teachers also have the opportunity to learn a wealth of individual learning strategies that can be applied in the regular education environment."<sup>8</sup> The Algiers Charter Schools Association (ACSA), which has been implementing TAP for more than four years under an NIET TIF grant, is an example of how TAP schools achieve significant progress with their special education students. While the state average graduation rate for students with special needs is about 40%, ACSA's graduation rate for students with special needs reached 70% in the 2010-11 school year (ACSA, 2012).

**(6) In the case of principal evaluations, the proposed evaluation system (6 points)—**

(i) Bases the overall evaluation rating on, in significant part, student growth; and

For principals, the schoolwide value-added score is the single largest contributor to their overall evaluation rating. Principals are the instructional leaders of a campus, and Consortium schools will hold them accountable for the overall success or failure of the school to achieve its instructional and achievement goals. Thus, Consortium schools elected to make value-added data the primary factor differentiating principal effectiveness.

(ii) Evaluates, *among other factors, a principal's practice in—*

(A) Focusing every teacher and the school community generally, on student growth;

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<sup>8</sup> Stark, Gary and Kelly Hanson. (2007). Comprehensive Reform Can Lead To Increased Achievement for Special Ed Teachers and Students. Special Ed Advisor. Retrieved from [http://www.tapsystem.org/pubs/special\\_ed\\_advisor\\_0207.pdf](http://www.tapsystem.org/pubs/special_ed_advisor_0207.pdf)

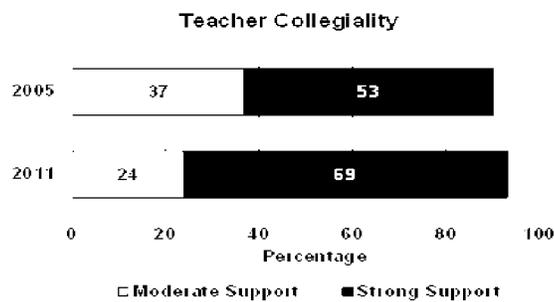
Within the leadership team, the principal is charged with collaboratively creating a school plan that is focused on improving an identified academic area of need. During the creation of the school plan the principal leads the leadership team and their faculty in an in-depth examination of data in order to determine school-wide areas of need. The areas of need are identified and then school goals, yearly cluster goals and cluster cycle goals are crafted that will meet the identified academic need. The process of creating the school plan requires the principal to focus every teacher and the school community on student growth. This school plan then becomes the driver of all the professional development learning that will occur in the school through the cluster group meetings, teacher support, and evaluation of teachers. During leadership team meetings the principal leads the team in monitoring student growth toward the goals that were established in the school plan. The teachers also monitor student growth toward the goals in the school plan every week during the cluster group meetings. Each Consortium school will use the TLT observation rubric to assess the degree to which principals accomplish these tasks.

(B) Establishing a collaborative school culture focused on continuous improvement; and

The school plan fosters a collaborative school culture focused on continuous improvement. The leadership team periodically monitors the school data in order to determine if gains are being met in identified student skill areas. The leadership team also monitors the cluster operations and implementation of strategies in order to determine if gains are being made. Through the evaluation process every teacher including the master and mentor teachers receive an area of reinforcement, or strength and an area of refinement, or need. Every teacher has an area to improve upon continuously through the evaluation process. Both the TLT observation rubric and the 360-degree survey evaluate the principal's ability to establish a collaborative school culture.

Further, data in Figure 10 from an anonymous annual survey of TAP educators demonstrates sustained high levels of collegiality among staff, as shown below. These results have been consistent since TAP was first implemented in schools over a decade ago. When combined with professional growth in an applied, collaborative setting, the teacher survey results demonstrate that accountability and performance-based compensation are very compatible with collegiality. TAP provides teachers with a shared path toward improvement that facilitates collegiality.

**Figure 10: TAP Teachers Report TAP Leads to High Levels of Collegiality in Schools**



(C) Supporting the academic needs of special student populations, including students with disabilities and English learners, for example, by creating systems to support successful co-teaching practices, providing resources for research-based intervention services, or similar activities.

One of the key roles of administrators in TAP is to plan and deliver proactive and meaningful weekly Leadership Team meetings. Unlike more traditional update-style meetings, the TAP Leadership Teams more closely resemble the specificity and focus of TAP’s cluster meetings. The team is thoroughly trained on the applicable topics (data analysis, cluster operations, individual growth plans, and the evaluation process). During the data analysis portion, the team disaggregates student data and examines impact on all sub-populations (including but not limited to students with disabilities and English language learners). Next, the Team questions and vets specific instructional strategies with a focus on their applicability for all sub-groups of students in the building.

Through the cluster meetings the cluster leaders establish individualized and differentiated plans for supporting teachers through co-teaching, demonstration lessons, modeling lessons, and observation with feedback. The principal monitors and observes the cluster group meetings and ensures that the cluster group leaders are managing systems for teachers to receive support with the implementation of strategies that will support the academic needs of special student populations. Strategies or enhancements to strategies are tailored specifically to students with disabilities and English language learners; master teachers both present these targeted strategies in clusters, and model and co-teach them back in the classroom. The indicator of “Leadership team/TAP Connection” on the TAP Leadership Team rubric requires principals to “demonstrate expertise when presenting new learning as evidenced by his or her ability to: establish a strong sense of purpose demonstrated through the examination of data in order to connect what members are implementing in the school to student achievement and provide appropriate information to team members as part of a logical continuum of learning resulting in increased team proficiency and higher student achievement.” As principals are evaluated on the TAP Leadership Team rubric in this indicator they are required to make connections for the Leadership Team on precisely how the various student populations are being supported through the implementation of research-based strategies, support for teachers through modeling, demonstration lessons, observation, co-teaching structures, and cluster group operations. All of these systems of support will optimally lead to increased student achievement through the principal’s leadership.

**(C) Professional Development Systems to Support the Needs of Teachers and Principals Identified Through the Evaluation Process. (35 points)**

TAP’s approach to teacher evaluation focuses on two equally important objectives which can be considered the “dual goals” of the system: One goal is to produce sound summative data on

teacher effectiveness that can be used to make performance and personnel decisions. The second goal is to provide individualized and intensive support to teachers to help them improve their performance over time. Those two goals for evaluation translate into two distinct levers for raising the overall level of teacher effectiveness in a school. For example, providing differential incentives based on performance (the first goal) can have a salutary impact on teacher turnover so that highly effective teachers become more likely to remain and less effective teachers become more likely to leave, which in turn elevates the effectiveness of the teacher workforce as a whole over time. Providing intensive feedback and assistance as part of the evaluation process (the second goal) gives every teacher the opportunity to improve on the job, regardless of his or her current level of measured performance, which also raises the average effectiveness of the workforce over time. Each Consortium school will fully implement TAP's professional development model. Underlying TAP's powerful model of professional development is the TAP System Training Portal,<sup>9</sup> a powerful, interactive Web tool that provides individualized TAP trainings and support. At their fingertips, TAP leaders will be able to gain real-time access to the latest trainings to download, review and deliver to teachers in order to improve instruction.

**(1) Use the disaggregated information generated by the proposed educator evaluation systems to identify the professional development needs of individual educators and schools (8 points);**

The TAP Leadership team (TLT) in each school meets weekly in order to monitor the implementation fidelity of the TAP system. Each Leadership team meeting focuses on one or more specific areas of the TAP system including data, individual growth plans, cluster group operations, and educator evaluation. At least monthly, TLTs may engage in an examination of inter-rater reliability and the evaluation process overall. The TLT regularly examines evaluation data in order to drive the school's professional development needs.

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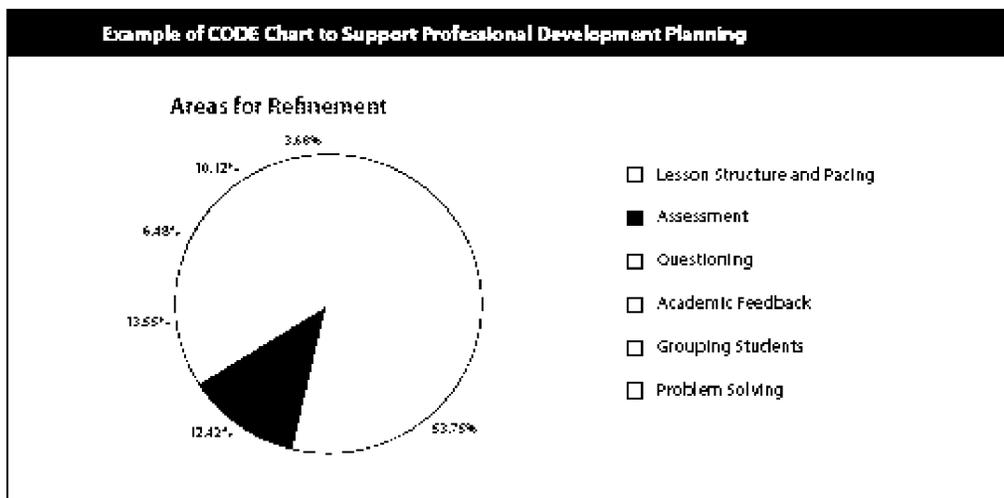
<sup>9</sup> For a more detailed explanation of the TAP Training Portal, see "Other Attachments."

In addition to storing and analyzing educator evaluation data, CODE provides tools for managing school goals, cluster groups and schedules, and providing real time reports to support the TAP system implementation. The TLT utilizes CODE to generate reports that provide information about school-wide areas of strength and need aligned to various TAP instructional rubric indicators. The CODE reports also allow TLTs to view teacher averages by rubric indicator, rubric averages by subject area and grade level and many other reports. The disaggregated information generated by these reports provides TLTs with valuable data in order to determine professional development needs for teachers in TAP schools. Once prime areas of strength and need are identified then a plan is developed to address these areas during cluster group meetings or through individualized coaching while cluster meetings focus on student-centered strategies, the master teachers use CODE to analyze areas of pedagogy on which to provide a real-time model in cluster. The focus from the rubric may vary from cluster to cluster given the differing needs of the teachers.

As a result of the TAP evaluation process, every teacher in a TAP school receives an area of reinforcement or strength and an area of refinement or improvement through a reflective conversation known as the post-conference. The areas of reinforcement and refinement are discussed with each teacher after a lesson observation has been completed and then the evaluator provides specific recommendations for improvement in the identified area of need. The teachers receive individualized coaching to align to their individual areas of strength and need. Through the post-conference process and identification of reinforcement and refinement areas the professional development needs of individual educators are being addressed and members of the leadership team are provided proactive support.

Figure 11 was generated using CODE data and demonstrates how often particular indicators on the TAP Rubric have been chosen as the area of refinement (i.e., area of relative weakness) during the post-conference. In this case, more than half of observations at this example school have led to the “Lesson Structure and Pacing” indicator being targeted as an area for improvement, suggesting that master and mentor teachers might want to pay particular attention to this skill in upcoming professional development activities such as cluster group meetings.

**Figure 11: Example CODE Report – Areas for Refinement**



**(2) Provide professional development in a timely way (2 points);**

Under Q Comp, the Consortium schools have already built schedules that provide time for professional development activities. Under TIF, each LEA will ensure that these activities take place during the school day. Every week, master and mentor teachers will lead career teachers in “cluster groups,” small professional development sessions focused on instructional improvement for increasing student achievement and enhancing teacher capacity. Cluster groups are grade- or subject-specific and typically have 5-8 members. Professional development will extend into each classroom as master teachers model lessons, observe instruction and support other teachers to improve their practice.

In addition, within 2 days of a classroom observation, Consortium teachers will participate in a post-conference meeting with their evaluator. These cognitive coaching sessions will offer teachers the opportunity to develop a plan for building on strengths and improving weaknesses. Evaluators must present evidence supporting the score they assigned to the teacher, further increasing the credibility, relevancy and transparency of the evaluation system. Additionally, the teacher must self-reflect and score each component of the lesson. The CODE system provides accountability for evaluators to ensure post-conference happen within the 48 hour timeframe by logging when observations are conducted and when the post-conference takes place.

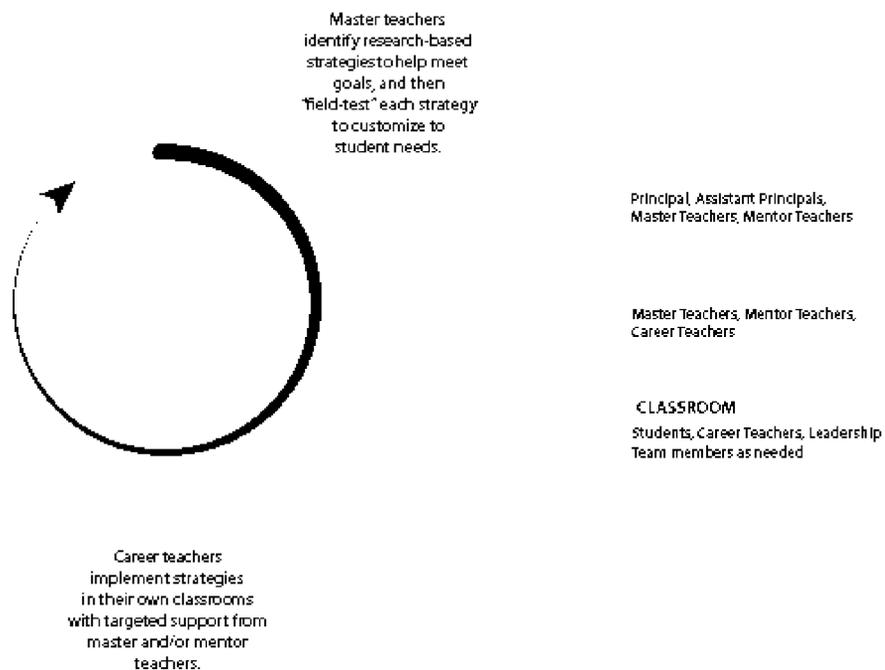
**(3) Provide school-based, job-embedded opportunities for educators to transfer new knowledge into instructional and leadership practices (5 points); and**

The TAP system incorporates two strategies that research has found to be effective—collaborative learning teams and instructional coaching (Biancarosa et. al, 2010; Sanders et. al, 2009). But TAP also takes the next critical step by helping schools create an infrastructure that supports high-quality PD and ensures that the activities ultimately deliver positive results, both for teachers and for their students. The TAP system combines collaborative teams and classroom coaching to maximize the potential impact of both strategies. The benefits of in-class support are two-fold. First, students in all classes are consistently receiving instruction from a master teacher at least weekly. Second, career teachers are benefiting from weekly modeling of a lesson in which master teachers provide areas of focus. Each model is followed by a discussion of the impact on the lesson.

In Consortium schools, teachers will receive one-on-one coaching from master teachers and mentor teachers. These same teacher-leaders will also lead collaborative teams of teachers called “cluster groups,” which meet weekly to learn and develop new classroom strategies and to analyze the impact of those strategies on student learning. After every cluster meeting, master

and mentor teachers will provide targeted follow-up coaching to help teachers master and effectively implement the strategies they worked on during the meeting, carefully calibrated to meet each teacher’s individual needs. Consortium master and mentor teachers will also serve on their school’s TAP Leadership Team, led by the principal, which will set clear goals for cluster groups and monitors their progress to ensure success. The following chart provides an illustration of how PD will work in Consortium schools. Note that one hundred percent of the PD illustrated occurs on-site and is job-embedded.

**Figure 2: Overview of Proposed PD Model in Consortium Schools**



**(4) Provide professional development that is likely to improve instructional and leadership practices, and is guided by the professional development needs of individual educators as identified in paragraph(c) (1) of this criterion (20 points).**

As previously stated, the TAP system combines collaborative teams and classroom coaching to maximize the potential impact of both strategies in improving the skills of teachers in the

classroom. In traditional models of professional development educators are likely to attend a session provided away from their school site with content delivered by external presenters. In this traditional model there is rarely follow-up provided with teachers in order to ensure that they have adequately applied the new information to their classroom instruction, or are being supported in their new professional learning. In contrast, the experts leading the professional development in TAP schools are working in the same facility and with the same students as the teachers that they are supporting. Each Consortium school is committed to implementing this high-impact model of professional development

Unlike the fragmented and disconnected approach to professional development still common in most schools, the TAP system provides teachers with a highly structured and focused form of professional development that is ongoing, job-embedded, collaborative, driven by analysis of a teachers' specific student achievement data, and led by expert instructors. In TAP, master teachers, mentor teachers and the principal have explicit responsibility for planning and leading a range of inter-related professional development activities. While the professional development structure is common across TAP schools, the content is entirely driven by careful analysis of student and teacher needs in any given school. Typical professional development activities include:

Cluster Groups. TAP restructures the school schedule to provide time during the regular school day for groups of teachers to collaborate on analyzing student data and learning new instructional strategies to improve student learning. Strategies are selected by master teachers based on detailed analyses of student achievement data and are only introduced to teachers in the cluster group after the masters teachers have successfully field tested or vetted the strategies in actual classrooms so they can demonstrate student learning gains. After master teachers

introduce a new strategy, teachers use the strategy in their own classrooms, then return to cluster meetings with pre- and post test data from formative assessments, as well as student artifacts, so that the group can discuss how well the strategy worked and refine it further if necessary.

Individualized Coaching. The TAP system expects master and mentor teachers to follow up after cluster meetings to provide every teacher with one-on-one coaching. Master and mentor teachers are provided training, authority, time, and additional compensation for these roles, and their work with classroom teachers is not voluntary or optional. These teacher leaders carefully calibrate the content and form of coaching to meet teachers' individual needs based specifically on the students in the teachers' classroom. For example, they might ask:

- How well did the teacher understand the strategy overall, and did he or she struggle with a particular aspect of it?
- What kind of coaching technique would work best for this teacher in this circumstance— observation and feedback, a demonstration lesson, co-teaching?
- Will one of the “critical attributes” - the essential elements making the strategy successful - be difficult for this teacher, given what I know from the teacher's formal evaluations or what I have observed informally in the teacher's classroom?

Master and mentor teachers employ a wide range of coaching techniques that can be adapted to suit teachers' individual needs. Some teachers might benefit most from “lighter” coaching in which the master or mentor teacher observes the teacher applying the new strategy during a lesson and then follows up with reflective questions and feedback. Other teachers might benefit most from a demonstration lesson during which they get to observe the master teacher modeling the strategy again, this time with an actual classroom of students. Still other teachers might need

more intensive “elbow-to-elbow” coaching wherein they co-teach a lesson to a classroom of students—right alongside the master or mentor teacher.

Master and mentor teachers regularly visit teachers’ classrooms to provide highly intensive and personalized coaching that can take a wide variety of forms, from teaching demonstration lessons to modeling specific instructional strategies or skills to team teaching. For example, master or mentor teachers often visit classrooms to coach teachers on a new instructional strategy after introducing it during a cluster group meeting. Coaching can take place outside the classroom, too: Mentor or master teachers can meet with teachers to brainstorm, troubleshoot, collaborate on lesson planning, review student work, provide feedback on teachers’ plans and ideas, or to review and discuss how a lesson went.

**(D) Involvement of Educators. (35 points)**

Requirement 2, section (c):

In the Consortium of Minnesota Charter Schools, neither administrators nor teachers are represented by a union.

**(1) The application contains evidence that educator involvement in the design of the PBCS and the educator evaluation systems has been extensive and will continue to be extensive during the grant period (10 points); and**

This section also addresses Requirement 2, section (a).

The TAP system was first developed over 10 years ago with significant input and guidance from teachers and administrators across the country. Educators continue to be involved in the specific implementation of the system in their schools today. Through early implementation workshops, CORE training, tailoring professional development to meet the needs of the teachers, crafting school-specific responsibility survey items, and teacher involvement in the selection of master and mentor teachers, Consortium educators are heavily involved in the design and implementation of the TAP system.

Implementation Workshops. Consortium schools have been working with NIET through the NIET Best Practices Center to help implement their Q Comp requirements. However, given the expansion of implementation under TIF, NIET will provide an implementation workshop to assist in transitioning Consortium schools to the full TAP system aligned to the new HCMS. This workshop will include key stakeholders, including each LEA principal, representatives of the boards of directors/trustees, teacher leaders from each LEA and appropriate parent or community members, and provided a detailed overview of the TAP system as well as samples of supplementary materials such as budget templates, job descriptions for master and mentor teacher roles, schedules for restructuring the school day to accommodate job-embedded professional development and a timeline for proposed implementation. The implementation workshop provides guidance and structure for designing the TAP system for a school.

Initial Design Decisions Made at CORE Training. Consortium educators will be involved in the design of the PBCS initially through a nine day CORE training that includes a TAP overview, evaluation training, cluster and leadership team explanation and finally an explanation of the field test process. All of the TAP Leadership team (TLT) members are required to attend the nine day CORE training. The TLT includes master and mentor teachers and administrators. The training will include time for Consortium schools to set instructional and achievement goals by creating a school plan that targets a specified area of academic need that will drive the professional development focus for the school. During the CORE TLT training, the leadership team members will decide how to restructure the school day to accommodate cluster group meeting times. The TLT will also determine how cluster groups will be configured and whether they will be grade-level or content-area specific or a combination of the two. Leadership teams will determine which skills and instructional rubric indicators will be modeled and taught during

cluster group meetings after an examination of data to support their decision. The TAP system provides the structure for how to implement these processes, but it is the responsibility of Consortium's educators to determine how the structure of PD will align to their school goals.

Consortium Educators Drive Professional Development Content. The first few months of professional development in Consortium schools will be targeted at establishing a common understanding of the instructional rubric among all teachers. As a result of the training that the TLT receives in CORE training, they are poised to provide feedback to teachers in order to help them improve upon specific areas of the instructional rubric. Leadership team members will support and provide feedback to teachers in a differentiated manner given their specific areas of reinforcement and refinement. In essence, professional development will be tailored to the specific needs of each teacher.

Defining Educator Responsibilities. A core element of the TAP system is the career path, which includes master teachers, mentor teachers, and career teachers. This path distributes school and instructional leadership, and creates different job expectations and responsibilities for different types of teachers. Although TAP provides guidelines about the responsibilities of TAP teachers, Consortium educators will work together to establish specific responsibilities performance standards will be established for master, mentor, and career teachers to document areas and levels of effectiveness and provide benchmarks of performance. The responsibilities surveys play a role in determining teacher performance and pay. Responsibilities surveys are aggregated with classroom observation scores to form the "SKR score" portion of the TAP performance award. Consortium schools have the autonomy to customize the responsibility survey to include role-specific responsibilities that are a priority for the school such as reflection

on teaching or supervision. This full view of the multiple career paths provides accountability and ownership of the differentiated roles and responsibilities for instructional leaders in TAP.

**Calculating Educator Effectiveness.** Each Consortium school will convene a TAP Implementation Committee in Year 1 of the grant that includes members of the leadership team (principal, master and mentor teachers) and any other key stakeholders within the school building to determine the weights to determine the overall evaluation rating for teachers in untested grades and subjects within the specified ranges. Consortium TAP Implementation Committees will reconvene in Year 3 of the grant to reexamine the weights given to each of the measures. The TAP Implementation Committee in each school may also help determine other HCMS decisions, such as whether bonuses contribute toward retirement, etc.

**Ownership of Selection of Key Positions.** Each Consortium school will form an interview committee to assist in the selection of master and mentor teachers. This committee will remain in place for the duration of the implementation of TAP, as some normal turnover and promotion opportunities are expected. The committee is typically comprised of the principal, an NIET TAP representative, when applicable, and teachers who will work in the TAP school. Through participation in the interview committee, Consortium teachers will be involved in the selection process for the instructional leaders in their school.

**Measuring Classroom-Level Student Growth in Non-tested Grades and Subjects.** In Year 1 of the grant, each Consortium school TAP leadership team will work together to create two rubrics related to SLOs: one to assess the rigor of each SLO, and another to determine student growth based on the SLO. Each year, teachers will develop their SLOs with their TAP leadership team. The TAP leadership team will then use a rubric to determine the rigor of the SLOs, and will continue to work with teachers until all have developed rigorous SLOs. At the end of each school

year, the TAP leadership team will reconvene to determine classroom-level student growth based on the SLOs on a 1-5 scale.

In the TAP system educators continue to be involved in the development and implementation of the evaluation system. Vehicles such as the faculty vote, implementation committees early implementation workshops, CORE training, tailoring professional development to meet the needs of the teachers, crafting school-specific responsibility survey items, and teacher involvement in the selection of master and mentor teachers allow educators to take ownership of their the evaluation process. The TAP system provides the framework for the evaluation process, but with educator involvement the structure becomes unique and individualized for each school.

**(2) The application contains evidence that educators support the elements of the proposed PBCS and the educator evaluation systems described in the application. (25 points)**

This section also addresses Requirement 2, section (b).

Educator buy-in has been a fundamental aspect of TAP since its inception. The TAP system is a bottom-up, top-down reform, which has proven to be most impactful when teachers and school administrators strongly support the effort while garnering support from district and state education leaders. Federal monies provided through the Teacher Incentive Fund provide another, very significant layer of support both in terms of funds and alignment to educational policy. NIET recommends a 70% vote of support from faculty within a TAP school. In fact, Consortium educators have voted overwhelmingly in favor of TAP as their PBCS. The additional three schools will also have votes of 70% or more in support of TAP implementation.

	Vote in Support of TAP
Emily Grey	100%
Sojourner Truth	91%
Hmong Prep	100%
Partnership Academy	96%

**(E) Project Management. (30 points)**

**(1) Clearly identifies and defines the roles and responsibilities of key personnel (3 points);**

NIET will be the fiscal agent for the proposed TIF grant. The roles and responsibilities of NIET and the partner LEAs are noted in the “TIF Project Timeline” later in this section and in the memorandum of understandings (see “Letters” attachment). The management plan describes NIET’s management structure for implementing this project. As part of this plan, NIET and the Consortium will maintain the proposed HCMS in the high-need schools under this grant for the five years of the TIF project period. The management plan for this TIF grant is designed to fulfill the goals and objectives of this project on time and within budget.

Oversight, management and coordination of this project will ultimately be the responsibility of the TIF Project Director who will oversee and administer the grant. This will include three subsets of activities to ensure the goals and objectives are achieved on time and within budget: **oversight** of grant execution; **management** of grant activities; and **work** to implement the proposed HCMS in the Consortium schools. NIET will use routine cost-control mechanisms that involve work and budget planning and systematic review. NIET believes that paramount to effective control of any project’s costs are detailed work and budget planning, coupled with systematic reviews of actual performance against those plans and the ability to make adjustments as required. Actual accomplishments and their costs will be compared to the planned work flows and budgets. Each quarter, NIET will generate financial reports for each Consortium school. These reports will allow NIET to closely monitor expenditures and make sure the project is within budget. Within the three subsets of activities are key project personnel from NIET and new positions that will be hired to work in the Consortium.

NIET, with the Consortium, has assembled an exceptionally well-qualified team of managers and other personnel who will complete their project responsibilities on time and within budget.

The qualifications of the staff described below represent the full range of skills to guarantee quality and timely work on all project tasks. The time commitments these key personnel will devote to this grant are adequate to implement the project effectively. Resumes for key personnel showing their relevant training and experience are included in “Other Attachments.”

A Project Director will be hired to support the TIF partnership between NIET and the Consortium of Minnesota Charter Schools. The PD will: oversee all aspects of TAP operation in the Consortium schools; assist in aligning TAP implementation and this grant effort to the long-term strategic plans of the Consortium schools; lead annual advisory board meetings; work closely with NIET senior management and Consortium administration to select, train and supervise the new positions hired under this grant; provide on-site technical assistance as needed; provide training on the TLT Observation Rubric to TAP Consortium leaders; and work with the schools to help them attract high caliber teachers and principals.

NIET in consult with Consortium principals will hire a Consortium Executive Master Teacher (CEMT) who will be based in the Minneapolis-St. Paul area. The CEMT will be responsible for training school-based leadership teams and conducting regular site visits. The CEMT will work directly with master and mentor teachers to anchor the training process. NIET will seek applicants who have at least five years of classroom teaching experience, preferably as a master teacher in a TAP school; master’s degree in education, preferred; demonstrated expertise in curriculum development, test analysis, mentoring and professional development; and the ability to work with faculty in a diverse cross-section of schools.

The additional key NIET personnel involved in the management and work of implementing TAP in the Consortium include: Gary Stark, President; Jason Culbertson, Senior Vice President; and Kristan Van Hook, Senior Vice President.

As President and Chief Executive Officer, Dr. Gary Stark is responsible for the management, operations and performance of NIET. He works closely with NIET senior staff to oversee activities related to the implementation and advancement of TAP across the country, including the Consortium if funded under this proposal. Dr. Stark will provide in-kind services as needed.

As Senior Vice President, Jason Culbertson will devote time to the project by providing leadership and oversight assistance for the Project Director. Mr. Culbertson was previously the Project Director for a South Carolina TAP Teacher Incentive Fund grant, showing his experience managing a federal grant. Mr. Culbertson's experience with TAP began as he worked his way up the career path within TAP schools, advancing from a career teacher to master teacher. Prior to his current work at NIET, Mr. Culbertson was the Executive Director for South Carolina TAP for four years. In this capacity, he provided technical support to schools, grant management and oversight, as well as budget creation and implementation.

As Senior Vice President, Kristan Van Hook develops and implements strategies to build support for NIET's education initiatives, and will have this role for the TIF grant. This will include developing and executing strategies for communicating the projects results to policymakers, practitioners and the public. Ms. Van Hook has over 20 years of experience in government and public policy. She will dedicate her time to provide communications management to this grant.

**(2) Allocates sufficient human resources to complete project tasks (5 points);**

NIET has served as the fiscal agent to a number of other large grants—including four TIF grants—and will use the same strategies to assess human resource needs for this grant as have been successfully employed in the past. Using prior grants as models, the following human resource allocations will be sufficient to successfully complete project tasks:

- The Consortium Executive Master Teacher will spend 100% of his or her time on the previously established responsibilities.
- The Project Director will allocate 50% of his or her time to accomplish the responsibilities discussed in the previous section.
- Jason Culbertson will dedicate 10% of his time to project leadership and oversight.
- Kristan Van Hook will dedicate 10% of her time to provide communications management.

In addition, upon notification of funding NIET will convene a TIF Advisory Board that may include: NIET’s President (or designee); the TIF Project Director; the Consortium Executive Master Teacher; each school’s principal, a representative from each school’s Board of Directors/Trustees (if appropriate) and a teacher representative from each school. The TIF Advisory Board will meet annually to provide a consistent platform for systematic review of the status and improvement of the TIF project. Based on the Board’s findings and with approval of the U.S. Department of Education (ED), changes or adaptations will be made in the TAP system’s implementation to guarantee that all of the project’s objectives are met. In addition, NIET and the Consortium schools will establish quarterly communications to monitor progress, ensure implementation is on track and address any challenges schools may be facing.

**(3) Includes measurable project objectives and performance measures (5 points);**

In addition to the four required GPRA measures, our evaluation will collect and analyze the following measures of performance related to the goals of the project. For additional detail, refer to “Other Attachments”

**Project Objectives**

**Project Objective 1: Increase the percent of effective teachers through incentives, career advancement, evaluation, and professional development.**

1.a. Increase the percent of effective teachers as defined within the TIF grant.

- 1.b. Increase the percent of effective teachers retained each year.
- 1.c. Enhance the opportunity for principals to recruit teachers who are likely to be effective.

**Project Objective 2: Increase the percent of effective principals through incentives, evaluation, and professional development.**

- 2.a. Increase the percent of effective principals as defined within the TIF grant.
- 2.b. Increase the percent of principals retained each year.

**Project Objective 3: Improve student achievement.**

- 3.a. Achieve a year or more of student growth at the school level as defined within the TIF grant.

**(4) Includes an effective project evaluation plan (5 points);**

This project will be evaluated by a third-party professional evaluator with the capacity for working with both qualitative and quantitative data. The purpose of the evaluation will be twofold: first, to provide feedback for continuous improvement in the implementation and operation of TAP in the project schools; and second, to provide an analysis of the evidence that the project is achieving its objectives and goals. The evaluator will assess progress toward and accomplishment of all of the outcome measures identified in this proposal, as described below. In addition, the evaluator will study the implementation of TAP in the project schools during the length of the grant, including differences in fidelity to the TAP model between schools. The evaluator will also examine the intermediate attitudinal and behavioral outcomes among teachers and principals that are expected to lead to changes in student outcomes as a result of the project.

The evaluation will provide both quantitative and qualitative data in the following:

- (a) Student achievement and state accountability data (including disaggregated scores) will be provided by the Consortium. Value-added data (including underlying scores and standard errors) will be provided by an external vendor (to be selected after a grant is awarded).
- (b)

Teacher and principal evaluation results will come from the CODE data system used by TAP schools, including the detail for each classroom observation and principal performance survey.

(c) The evaluator will obtain administrative data regarding teacher and principal recruitment and retention, including exit interview data, from Consortium schools (d) Survey data on teacher and principal attitudes and perceptions will result from the annual TAP web survey conducted by NIET nationally. This survey focuses on attitudes toward the specific elements of TAP and perceptions of the quality of TAP implementation on multiple dimensions. Additional local surveys will be conducted by the evaluator to address questions specific to this project. (e) Interviews and focus groups of TAP teachers and principals will complement and expand upon survey data about attitudes and perceptions. The evaluator will analyze data from these activities using grounded theory methods to identify themes that characterize TAP implementation in these schools. The evaluator will be able to triangulate among multiple perspectives on the process of change within schools. (f) The evaluator will conduct on-site observations of classrooms and cluster group meetings. These observations will provide data on the quality of instruction and the quality of the professional development process, as indicators of the intermediate changes required to impact student outcomes. (g) The evaluator will have access to samples of student work, cluster group records, leadership team records, teacher individual growth plans and other artifacts of the process of change in the schools. (h) NIET will provide annual School Review data to the evaluator. These scores measure the quality and consistency of TAP implementation in a school. These ratings are conducted by experienced NIET staff from outside of the school, using quantitative and qualitative rubrics.

The evaluation will be "utilization focused" (Patton, 2002), meaning that the evaluator will provide feedback in order to make the project more successful, sustainable and replicable. The

evaluation will include regular communications between the evaluator, NIET and Consortium schools. An NIET staff member and a school staff member will be designated as contact persons for communications with the evaluator. The evaluator, NIET and Consortium representatives will hold update meetings or conference calls at least quarterly to review plans, progress and preliminary data. The evaluator will provide an annual report to NIET and Consortium schools presenting and analyzing key data regarding project implementation, progress toward objectives and intermediate outcomes if applicable. The evaluator will provide an initial draft of this report in early fall of the school year following the year covered by the report, in order to support improvements in the operation of the project. When value-added achievement data become available, typically later in the year, the annual report will be updated to reflect such data. At the conclusion of the grant period, the evaluator will assess the overall accomplishment of goals. The evaluator will also provide an analysis of lessons learned for the sustainability of TAP in these schools as well as for the possible expansion of TAP within the Consortium and the future implementation of TAP at other sites.

**(5) Specifies realistic and achievable timelines for:**

- (i) Implementing the components of the HCMS, PBCS, and educator evaluation systems, including any proposal to phase in schools or educators (8 points).
- (ii) Successfully completing project tasks and achieving objectives (4 points).

This section addresses Absolute Priority 1, section (4) and Absolute Priority 2, section (4) regarding timelines for implementing changes to the HCMS and evaluation system.

The four identified Consortium schools will implement the evaluation system in the first year of the TIF project. The additional three schools will plan for full implementation in the second year of the TIF project; however, as soon as these schools are committed to the project, they will begin planning and implementing as many elements of TAP as they are able. It is expected that educators from all seven Consortium schools will participate in national trainings such as the

TAP Conference and the TAP Summer Institute, and other trainings will be provided as needed. Educators are prepared to embrace the full TAP model, given their positive experience of partial implementation through their Q Comp grants. NIET will provide each Consortium schools' TAP Leadership Team (principal(s), master and mentor teachers) with eight days of training, four of which will prepare the partner to accurately and reliably use the observation rubric. This training will strengthen the Consortium's understanding of TAP and focus on areas that were not implemented under Q Comp.

NIET will also deliver separate training on the development and analysis of SLOs for the purposes of evaluating student growth. All evaluators will be trained and certified, and each LEA will fully implement the evaluation system in the first year of the grant.

As data from the educator evaluation system become available during Year 1, the Consortium will incorporate the information into their human capital decisions. The Consortium already has the framework of an HCMS. NIET has assisted similar partners in implementing complex educator effectiveness reform under similar timelines.

Project Tasks	Responsible Parties	Milestones				
		Y1	Y2	Y3	Y4	Y5
<b>Human Capital Management System (HCMS) Development &amp; Implementation</b>						
Upload all school data to the CODE system in preparation for the school year.	School Administrators (SA)	x	x	x	x	x
Provide feedback to NIET quarterly to guide future development of the CODE system.	SA	x	x	x	x	x
Add analytic and data management functionality to the CODE system.	NIET	x	x	x	x	x
The Consortium schools will sign a memorandum of understanding with NIET and other parties, as applicable.*	NIET, SA	x				
Establish a TIF Advisory Board to meet annually to assess the progress of meeting the stated goals of the TIF grant in Consortium.	Project Director (PD), SA	x	x	x	x	x
Schools must solicit approval through a vote for TAP	SA	x				

Project Tasks	Responsible Parties	Milestones				
		Y1	Y2	Y3	Y4	Y5
implementation.*						
Plan for the revised salary schedule	NIET, SA			x	x	x
As evaluation data becomes available, the Consortium schools will begin using this data to inform their HCMS.	SA, TAP Leadership Teams (TLTs)	x	x	x	x	x
Incorporate performance into the salary schedule	SA	x	x	x	x	x
<b>PBCS Preparation</b>						
Hire Consortium Executive Master Teacher.	NIET, SA input	x				
Career Advancement						
Establish a Staffing Committee for master and mentor teacher selection and accountability.	Consortium Executive Master Teacher (CEMT), SA	x	x	x	x	x
Each TAP school conducts a staff meeting to review TAP's Multiple Career Path opportunities. The mentor and master teacher roles, responsibilities and qualifications, along with the interview and selection process, are reviewed.	Schools	x				
All master and mentor teaching positions are posted and applications sent to each school.	Staffing Committee	x				
Mentor and master teacher applications are reviewed by the Staffing Committee. A pool of qualified candidates will be developed. Committee members will interview and select these teachers from the pool of qualified candidates.	Staffing Committee	x				
Master and mentor teachers will sign addenda to their contract, outlining the responsibilities, job descriptions and compensation.	Schools	x	x	x	x	x
<b>Professional Development</b>						
Participating schools will restructure the school schedule to allow for ongoing applied professional growth activities to take place during the school day.*	SA, Schools	x				
The TAP Leadership Teams (TLT) of each school will meet with a NIET representative to review: cluster group assignments and schedule; roles and responsibilities; TLT meeting expectations; and preparations for the Startup of School Workshop.	TAP Leadership Teams (TLT), NIET	x				
<b>Evaluation (Absolute Priority 2, section (4))</b>						
Convene the Educator Implementation Committee to allocate specific weight given to student growth measures	SA, Educator Implementation Committee	x		x		
Based on the Educator Implementation Committee recommendations, upload weights to the CODE system	NIET	x				

Project Tasks	Responsible Parties	Milestones				
		Y1	Y2	Y3	Y4	Y5
TLT will develop a rubric to evaluate rigor of SLOs	TLT	x				
TLT will develop rubric to evaluate growth based on SLOs	TLT	x				
Calculating Student Growth						
TAP schools will sign a form releasing student-level test data. In addition, each TAP school is required to make arrangements to have school-level and classroom-level value-added calculations done through an approved external vendor or the state department of education.	SA, Schools	x				
<b>PBCS Implementation: Consortium-wide</b>						
Schools complete TAP Core Trainings.*	TLT, NIET	x	x			
Members of the school TLT will attend the TAP Summer Institute.*	TLT	x	x	x	x	x
Members of the school TLT will attend the annual National TAP Conference and Training.*	TLT	x	x	x	x	x
Consortium will work with NIET to disseminate information about TAP and the success of the schools to key stakeholders.*	SA, PD, NIET	x	x	x	x	x
Implement LEA-wide educator evaluation system. (Absolute Priority 2, section (4))	SA	x	x	x	x	x
All participating schools receive a School Review.*	NIET, Schools		x	x	x	x
Implement a school salary structure based on effectiveness for both teachers and principals by the end of year 5.	SA					x
Consortium will work with NIET to develop a plan for sustaining and expanding TAP beyond the life of the grant.*	SA, PD, NIET	x	x	x	x	x
<b>PBCS Implementation: Teachers</b>						
Participating schools will provide ongoing applied professional growth activities to teachers.	TLT	x	x	x	x	x
Consortium will ensure that evaluators are trained and certified, and recertified annually to ensure ratings align with national raters and value-added measures.	SA, Schools	x	x	x	x	x
Evaluation: All teachers will have a minimum of four classroom evaluations and associated pre- and post-conference sessions. (Absolute Priority 2, section (4))	TLT	x	x	x	x	x
Evaluation: Teachers in non-tested grades/subjects will develop SLOs. (Absolute Priority 2, section (4))	TLT	x	x	x	x	x
Evaluation: TLT will evaluate SLOs and determine growth. (Absolute Priority 2, section (4))	TLT	x	x	x	x	x
Consortium will reward effective teachers in participating schools with performance-based compensation.*	SA		x	x	x	x

Project Tasks	Responsible Parties	Milestones				
		Y1	Y2	Y3	Y4	Y5
<b>PBCS Implementation: Principals</b>						
TAP staff and NIET will provide professional development for principals.	SA, CEMT, NIET	x	x	x	x	x
Consortium will ensure that evaluators are trained. <u>(Absolute Priority 2, section (4))</u>	SA, Schools	x	x	x	x	x
All principals will have received a minimum of two observation evaluations using the TLT rubric and the principal evaluation tool. <u>(Absolute Priority 2, section (4))</u>	SA, Schools, CEMT		x	x	x	x
Consortium will reward effective principals in participating schools with performance-based compensation.*	SA		x	x	x	x

\* Indicates actions that will lead to project sustainability.

**(F) Sustainability. (20 points).**

**(1) Identifies and commits sufficient non-TIF resources, financial and nonfinancial, to support the PBCS and educator evaluation systems during and after the grant period (10 points); and**

Our sustainability plan includes the key elements that will ensure long-term sustainability and success of this project: building buy-in, creating capacity through training and support, increasing educator skills and driving student growth, and establishing financial sustainability. Our grant application has already extensively addressed building educator buy-in (see section D), creating capacity (see section C), and the ability of TAP to increase educator skills and drive student growth (see pages 18-19). Thus, below we will address establishing financial sustainability.

Establishing financial sustainability. NIET and the Consortium developed the project budget to build toward sustainability beyond the length of the grant. To demonstrate their commitment to TAP, the Consortium will use non-TIF funds to take over an increasing share of performance-based compensation each year. The Consortium will adopt **10%** in Year 2; **20%** in Year 3; and **30%** in Year 4. By the final year of the grant (Year 5), the Consortium schools will fund **40%** of performance-based compensation with funds provided by other state and federal resources.

Specifically, Consortium schools will use Minnesota Q Comp funding to account for a portion of non-TIF funding. Performance-based compensation is one of the largest components of the TAP budget; therefore, the Consortium is demonstrating its commitment to implementing the TAP system by shouldering these costs.

Using existing resources, each Consortium school will fund 1.0 FTE master teacher position in every school in addition to the 1.0 master teacher per school funded through this proposal. The Consortium leadership believes this commitment of additional human capital towards TAP implementation is essential to the long-term viability of the PBCS and evaluation systems in the Consortium.

The Consortium is also working to reallocate existing federal and state funds to support the implementation of TAP beyond the term of the grant. Each LEA has indicated the potential to support TAP with state Q Comp funding, Title I funds, including Title I “Professional Development” funds, after the project period. The Consortium may also use Title II funds, including Title IIA funds under the “Highly Qualified Program,” to support TAP. See Other Attachments - Letter of Support for confirmation of the Consortium schools’ commitment to sustainability. Each Consortium school is making TAP a priority by reallocating existing resources to supplement TIF funding and sustain implementation.

**(2) Is likely to be implemented and, if implemented, will result in a sustained PBCS and educator evaluation systems after the grant period ends (10 points).**

NIET has found that after five years, the cost of implementing TAP decreases. After the initial five years, Consortium schools will have built sufficient instructional capacity among the faculty members to enable a reduction in the number of master and mentor teachers needed. Further, the role of NIET support will lessen as the Consortium will have built training capacity. Consequently, it is projected that the costs of implementing TAP in the Consortium schools will

be substantially reduced after the project period, contributing to this project's fiscal sustainability.

NIET and its partners have proven success in sustaining substantial reform after the end of TIF funding. Using a similar sustainability plan, NIET's TIF2 grant with the Algiers Charter Schools Association will sustain TAP implementation in the 2012-13 school year, even though TIF funding ended in June 2012. In addition, NIET was a secondary partner on a TIF2 grant to implement TAP in Texas and 22 of 23 schools are sustaining TAP post-TIF for 2012-13. Engagement and communication with key stakeholders ensured that all stakeholders understood the powerful outcomes of the grant and were willing to commit to sustaining the project activities.

Sustainability also involves a commitment by key Consortium and community stakeholders to remain engaged in the system's ongoing development. Ongoing communications efforts will continue to build awareness, understanding and support for the PBCS and educator evaluation systems among teachers, principals, other school personnel and the community (including parents). The Consortium will use three primary strategies to involve key stakeholders and build lasting support for TAP from the inside out:

1. **Advisory Board.** Upon notification of funding, the Consortium will form an advisory board consisting of: each Principal/Executive Director (or designee); Consortium Executive Master Teacher; master teacher; teacher representatives; NIET's president (or designee) and the TIF Project Director. The advisory board will meet annually to provide a consistent platform for a systematic review of the status of the project.
2. **School Site Councils.** To regularly communicate information about the evaluation systems to stakeholders on a site-level basis, each Consortium school will utilize their existing site

committees. Principals will include brief updates for parents and the community through newsletters and other modes of communication.

- 3. Communications plan.** Each Consortium school will disseminate pertinent program information through a school newsletter, school website and public forums throughout the year. Principals and master teachers will distribute information at staff meetings, during in-service days and through campus newsletters. The Consortium schools will develop several fact sheets explaining the evaluation system, the measures of teacher performance and the link to performance pay. The Consortium will also create a fact sheet on value-added student growth specifically for internal audiences.

#### **Additional Assurances**

**Requirement 3:** All schools implementing the proposed PBCS fulfill the Teacher Incentive Fund's definition of high need schools. Refer to Other Attachments, High Needs Documentation.

**Requirement 4:** This is a group application consisting of the National Institute for Excellence in Teaching, and a Consortium of Minnesota Charter Schools. Each school is its own LEA. The schools are: Emily O. Goodridge-Grey Accelerated Charter School; Sojourner Truth Academy; Hmong College Prep Academy; and Partnership Academy. An additional three charter schools from the Minneapolis-St. Paul area will be joining the Consortium in Year 1 of the project.

- Please see Other Attachments for our memorandum of understanding, which fulfills all of the required information.

**Requirement 5:** We have applied for this grant under only General TIF Competition.

Consortium schools are not included in any other TIF applications.

**Requirement 6:** We will only use TIF funds as specified in this requirement. Please refer to our budget narrative for additional information.

**Requirement 7:** No LEAs (charter schools) in this grant are served by an existing TIF grant.

**Priority 4 (Competitive Preference): New or Rural Applicants to the Teacher Incentive Fund (6 points)**

To meet this priority, an applicant must provide at least one of the two following assurances, which the Department accepts:

**(a) An assurance that each LEA to be served by the project has not previously participated in a TIF-supported project.**

None of the current or planned LEAs included in the Minnesota Consortium of Charter Schools has previously participated in a Teacher Incentive Fund supported project.

**Priority 5 (Competitive Preference): An Educator Salary Structure Based on Effectiveness (up to 20 additional points).**

**(a) The extent to which and how each LEA will use overall evaluation ratings to determine educator salaries;**

The Consortium schools have been shifting away from a traditional salary schedule since the awarding of their Q Comp grants. Adopting an alternative pay plan for teachers is a core requirement for Q Comp eligibility and Consortium schools will continue their commitment to transitioning from traditional step and column salary schedule as part of the TIF project.

Currently, the Consortium schools use aspects of the overall rating structure that is described in this proposal to determine salary increases. Beginning in Year 1 of the proposed project, Consortium schools will include all elements of the proposed evaluation rating to determine educator salaries.

Through the proposed performance-based compensation system and reforms to the salary schedule, up to 20% of educator compensation will depend on effectiveness. Only educators who are at least “effective” will be eligible to earn any performance-based compensation. Among effective teachers, the specific size of their performance compensation will depend on scores on their evaluation measures in accordance with the weightings determined by the school committees. In addition, consistently effective teachers will have the opportunity to take on additional roles and responsibilities, with corresponding increases in pay. Among effective

principals, the specific size of their performance compensation will depend on scores on their evaluation measures.

Each Consortium school will put \$2,500 per teacher into an annual performance award fund. For taking on additional roles and responsibilities, teachers may earn salary augmentations of \$4,500 as a mentor teacher and \$9,000 as a master teacher. Teachers must remain effective to retain their additional roles and responsibilities. Each Consortium school will also put \$10,000 per principal into an annual performance award fund. Within each measure used in their evaluations, teachers and principals receive a larger award as their scores increase, which differentiates pay and ensures performance awards are of sufficient size to affect behavior. Teachers and principals must re-earn the performance-based portion of their pay each year.

**(b) How each LEA will use TIF funds to support the salary structure based on effectiveness in the high-need schools listed in response to Requirement 3(a); and**

The Consortium schools will use TIF funds to support the performance component of the salary structure in its high-need schools participating in the TIF grant. To ensure sustainability, each Consortium school is committed to match 40% of the performance component of the salary structure in Year 5 in the participating high-need schools. The Consortium intends to keep the performance based salary structure after the life of the grant.

**(c) The extent to which the proposed implementation is feasible, given that implementation will depend upon stakeholder support and applicable LEA-level policies.**

The Consortium schools' performance-based compensation system proposed in this grant is aligned with the salary schedule proposed here and supported by the TAP system. TAP has already been overwhelmingly supported by teachers in the Consortium schools. Educators in the Consortium are already familiar with and supportive of an alternative salary structure, and are committed to enhancing existing systems through this grant. In addition, the Consortium will actively engage its educators over the course of the grant to ensure their continued buy in by

creating a salary committee as a part of the advisory council for teachers and other stakeholders to provide insight and help shape the final product.

## Other Attachment File(s)

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\* Mandatory Other Attachment Filename:

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To add more "Other Attachment" attachments, please use the attachment buttons below.

# Application Reference Charts

**Instructions:** These charts are provided to help applicants ensure that their applications address all of the priorities and requirements – as any application that does not do so is ineligible for funding for the 2012 competitions. These charts will be used by Department staff when screening applications.

Applicants should complete and include these charts as an attachment with their application. Go to <http://www2.ed.gov/programs/teacherincentive/applicant.html> to download a Microsoft Word version of this template. Fill out the Word document and submit it as a PDF attachment with your application.

## Please indicate your eligibility classification

**Instructions:** Check the eligibility classification that applies to your application.

### Applications from a single entity:

In the case of a single applicant that is an LEA, check this box.

LEA

### Group Applications:

Group applications involve two or more eligible entities. In the case of a group application, check the box that describes the eligibility classification of all of the applicants. Select only one box.

2 or more LEAs

One or more SEAs and one or more LEAs

One or more nonprofit organizations and one or more LEAs (no SEA)

One or more nonprofit organizations and one or more LEAs and one or more SEAs

**Instructions**

**Instructions:** In each column of the table below, please specify where your application discusses each priority or requirement -- including each provision that applies to each priority or requirement. For information, descriptions, or assurances included in the project narrative, please complete both 1) the Title of the Section(s) or Subsection(s) and 2) the relevant Page Number(s) where this matter is discussed. Otherwise, please indicate the Attachment in which it is discussed.

**Please identify every section, page, and/or attachment in which the priority or requirement is discussed. More than one section, subsection, page, or attachment may appear in each cell.**

**Absolute Priority 1**

<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Absolute Priority 1: HCMS</b> To meet this priority, the applicant must include, in its application, a description of its LEA-wide HCMS, as it exists currently and with any modifications proposed for implementation during the project period of the grant.</p>	<p>A Coherent and Comprehensive Human Capital Management System</p> <p>The feasibility of the HCMS described in the application, including the extent to which the LEA has prior experience using information from the educator evaluation systems described in the application to inform human capital decisions;</p>	<p>4-11</p> <p>15-17</p>	<p>n/a</p>
<p>(1) How the HCMS is or will be aligned with the LEA’s vision of instructional improvement;</p>	<p>Aligned with each participating LEA’s clearly described vision of instructional improvement (10 points); and</p>	<p>6-11</p>	<p>n/a</p>

<p>(2) How the LEA uses or will use the information generated by the evaluation systems it describes in its application to inform key human capital decisions, such as decisions on recruitment, hiring, placement, retention, dismissal, compensation, professional development, tenure, and promotion;</p>	<p>Likely to increase the number of effective educators in the LEA's schools, especially in high-need schools, as demonstrated by</p>	<p>11-15</p>	<p>n/a</p>
<p>(3) The human capital strategies the LEA uses or will use to ensure that high-need schools are able to attract and retain effective educators</p>	<p>The adequacy of the financial and nonfinancial strategies and incentives, including the proposed PBCS, for attracting effective educators to work in high-need schools and retaining them in those schools.</p>	<p>17-20</p>	<p>n/a</p>
<p>(4) Whether or not modifications are needed to an existing HCMS to ensure that it includes the features described in response to paragraphs (1), (2), and (3) of this priority, and a timeline for implementing the described features, provided that the use of evaluation information to inform the design and delivery of professional development and the award of performance-based compensation under the applicant's proposed PBCS in high-need schools begins no later than the third year of the grant's project period in the high-need schools listed in response to paragraph (a) of <u>Requirement 3--Documentation of High-Need Schools</u>.</p>	<p>Specifies realistic and achievable timelines for: (i) Implementing the components of the HCMS, PBCS, and educator evaluation systems, including any proposal to phase in schools or educators (8 points).</p>	<p>59-63</p>	<p>n/a</p>

<b>Absolute Priority 2</b>			
<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Absolute Priority 2:</b> Educator Evaluation Systems</p> <p>To meet this priority, an applicant must include, as part of its application, a plan describing how it will develop and implement its proposed LEA-wide educator evaluation systems. The plan must describe-</p>	Rigorous, Valid, and Reliable Educator Evaluation Systems	20-40	
(1) The frequency of evaluations, which must be at least annually;	Evaluating teachers Evaluating Principals	20 24	
(2) The evaluation rubric for educators that includes at least three performance levels and the following--	Evaluating teachers Evaluating Principals	20-24 24-26	
(i) Two or more observations during each evaluation period;	Evaluating teachers Evaluating Principals	21-22 25	Other Attachments
(ii) Student growth, which for the evaluation of teachers with regular instructional responsibilities must be growth at the classroom level; and	Evaluating teachers Evaluating Principals	22-23 25	
(iii) Additional factors determined by the LEA;	Evaluating teachers Evaluating Principals	23 25	Other Attachments

<p>(3) How the evaluation systems will generate an overall evaluation rating that is based, in significant part, on student growth; and</p>	<p>Evaluating teachers  Evaluating Principals</p>	<p>20-21, 23-24  25-26</p>	
<p>(4) The applicant's timeline for implementing its proposed LEA-wide educator evaluation systems.</p>	<p>Specifies realistic and achievable timelines for: (i) Implementing the components of the HCMS, PBCS, and educator evaluation systems, including any proposal to phase in schools or educators (8 points).</p>	<p>60-63</p>	<p>n/a</p>

<b>Absolute Priority 3</b>			
<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Absolute Priority 3:</b> STEM Plan (if applicable) To meet this priority, an applicant must include a plan in its application that describes the applicant’s strategies for improving instruction in STEM subjects through various components of each participating LEA’s HCMS, including its professional development, evaluation systems, and PBCS. At a minimum, the plan must describe—</p>	n/a	n/a	n/a
<p>(1) How each LEA will develop a corps of STEM master teachers who are skilled at modeling for peer teachers pedagogical methods for teaching STEM skills and content at the appropriate grade level by providing additional compensation to teachers who—</p> <p>(i) Receive an overall evaluation rating of effective or higher under the evaluation system described in the application;  (ii) Are selected based on criteria that are predictive of the ability to lead other teachers;  (iii) Demonstrate effectiveness in one or more STEM subjects; and</p>	n/a	n/a	n/a

(iv) Accept STEM-focused career ladder positions;			
(2) How each LEA will identify and develop the unique competencies that, based on evaluation information or other evidence, characterize effective STEM teachers;	n/a	n/a	n/a
(3) How each LEA will identify hard-to-staff STEM subjects, and use the HCMS to attract effective teachers to positions providing instruction in those subjects;	n/a	n/a	n/a
(4) How each LEA will leverage community support, resources, and expertise to inform the implementation of its plan;	n/a	n/a	n/a
(5) How each LEA will ensure that financial and nonfinancial incentives, including performance-based compensation, offered to reward or promote effective STEM teachers are adequate to attract and retain persons with strong STEM skills in high-need schools; and	n/a	n/a	n/a
(6) How each LEA will ensure that students have access to and participate in rigorous and engaging STEM coursework.	n/a	n/a	n/a

**Competitive Preference Priority 4**

<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Competitive Preference Priority 4:</b> New and Rural Applicants (if applicable) To meet this priority, an applicant must provide at least one of the two following assurances, which the Department accepts:</p>			
<p>(a) An assurance that each LEA to be served by the project has not previously participated in a TIF-supported project.</p>	Priority 4 (Competitive Preference): New or Rural Applicants to the Teacher Incentive Fund	67	n/a
<p>(b) An assurance that each LEA to be served by the project is a rural local educational agency (as defined in the NIA).</p>	n/a	n/a	n/a

**Competitive Preference Priority 5**

<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Competitive Preference Priority 5:</b> An Educator Salary Structure Based on Effectiveness (if applicable)  To meet this priority, an applicant must propose, as part of its PBCS, a timeline for implementing no later than in the fifth year of the grant's project</p>	Priority 5 (Competitive Preference): An Educator Salary Structure Based on Effectiveness.	67-69	n/a

period a salary structure based on effectiveness for both teachers and principals. As part of this proposal, an applicant must describe--			
(a) The extent to which and how each LEA will use overall evaluation ratings to determine educator salaries;	The extent to which and how each LEA will use overall evaluation ratings to determine educator salaries;	67-69	n/a
(b) How each LEA will use TIF funds to support the salary structure based on effectiveness in the high-need schools listed in response to Requirement 3(a); and	How each LEA will use TIF funds to support the salary structure based on effectiveness in the high-need schools listed in response to Requirement 3(a); and	68	n/a
(c) The extent to which the proposed implementation is feasible, given that implementation will depend upon stakeholder support and applicable LEA-level policies.	The extent to which the proposed implementation is feasible, given that implementation will depend upon stakeholder support and applicable LEA-level policies.	68-69	n/a

<b>Requirement 1</b>			
<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Requirement 1:</b> Performance-Based Compensation for Teachers, Principals, and Other Personnel.</p> <p>In its application, an applicant must describe, for each participating LEA, how its proposed PBCS will meet the definition of a PBCS set forth in the NIA.</p>	Introduction	2	
	Aligned with each participating LEA’s clearly described vision of instructional improvement (10 points); and	6-11	
	Likely to increase the number of effective educators in the LEA’s schools, especially in high-need schools, as demonstrated by (35 points)—	11-13	

<ul style="list-style-type: none"> <li>• Design Model 1 or 2</li> </ul>	<p>Introduction</p> <p>Aligned with each participating LEA’s clearly described vision of instructional improvement (10 points); and</p> <p>Likely to increase the number of effective educators in the LEA’s schools, especially in high-need schools, as demonstrated by (35 points)—</p>	<p>2</p> <p>6-11</p> <p>11-13</p>	
<ul style="list-style-type: none"> <li>• PBCS Optional Features</li> </ul>			

<b>Requirement 2</b>			
<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Requirement 2:</b> Involvement and Support of Teachers and Principals In its application, the applicant must include-- (a) Evidence that educators in each participating LEA have been involved, and will continue to be involved, in the development and implementation of the PBCS and evaluation systems described in the application;</p>	<p>The application contains evidence that educator involvement in the design of the PBCS and the educator evaluation systems has been extensive and will continue to be extensive during the grant period (10 points); and</p>	<p>48-52</p>	
<p>(b) A description of the extent to which the applicant has educator support for the proposed PBCS and educator evaluation systems; and</p>	<p>The application contains evidence that educators support the elements of the proposed PBCS and the educator evaluation systems described in the application.</p>	<p>52</p>	<p>Letters of Support - Other Attachments</p>
<p>(c) A statement indicating whether a union is the exclusive representative of either teachers or principals in each participating LEA.</p>	<p>(d) Involvement of Educators</p>	<p>48</p>	<p>n/a</p>

<b>Requirement 3</b>			
<b>Requirement or Priority</b>	<b>Title of Section or Subsection in which this priority or requirement is discussed</b>	<b>Page Number(s) on which this requirement or priority is discussed</b>	<b>Attachment on which this priority or requirement is discussed</b>
<p><b>Requirement 3:</b> Documentation of High-Need Schools</p> <p>Each applicant must demonstrate, in its application, that the schools participating in the implementation of the TIF-funded PBCS are high-need schools (as defined in the NIA), including high-poverty schools (as defined in the NIA), priority schools (as defined in the NIA), or persistently lowest-achieving schools (as defined in the NIA). Each applicant must provide, in its application--</p>			
<p>(a) A list of high-need schools in which the proposed TIF-supported PBCS would be implemented;</p>	Introduction	3	Other Attachments
<p>(b) For each high-poverty school listed, the most current data on the percentage of students who are eligible for free or reduced-price lunch subsidies under the Richard B. Russell National School Lunch Act or are considered students from low-income families based on another poverty measure that the LEA uses (see section 1113(a)(5) of the Elementary and Secondary Education Act of 1965, as amended (ESEA) (20 U.S.C. 6313(a)(5))). [Data provided to demonstrate eligibility as a high-poverty school must be school-level data; the Department will</p>	Introduction	3	Other Attachments

not accept LEA- or State-level data for purposes of documenting whether a school is a high-poverty school; and			
(c) For any priority schools listed, documentation verifying that the State has received approval of a request for ESEA flexibility, and that the schools have been identified by the State as priority schools.	n/a	n/a	n/a

**High Need Documentation**

	Grade Levels	# Students	% Students Eligible for Free/Reduced Meals
Emily O. Goodridge-Grey Accelerated Charter School	K-8	272	99%
Sojourner Truth Academy	PK-8	349	82%
Hmong College Prep Academy	K-12	693	74%
Partnership Academy	K-5	271	90%

**CHARTER SCHOOL CONTRACT**

*BETWEEN THE*  
**Audubon Center of the North Woods – the AUTHORIZER**

*AND THE*  
**Emily Grey - the CHARTER SCHOOL**

This contract and the indicated attachments as part and parcel of this contract is entered into by and between the **Audubon Center of the North Woods, the Authorizer** (hereinafter “the AUTHORIZER”) and **Emily Grey**- (hereinafter “the CHARTER SCHOOL”).

The CHARTER SCHOOL is a Minnesota nonprofit corporation under Minnesota Statutes chapter 317A as specifically identified in **Attachment 1: CORPORATE STATUS**. This contract is effective from the latest dated indicated in the section BINDING AGREEMENT for the operation of an active school with enrolled students through June 30, 2013, unless this contract is terminated pursuant to section 15.

The parties’ understanding is that the CHARTER SCHOOL is located in Minneapolis, Minnesota.

**WHEREAS**, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented charter school under Minnesota Statutes, section 124D.10 (2010), as amended, (“the Act”), and

**NOW, THEREFORE, IT IS AGREED:**

**1. PURPOSE**

The purpose of this Contract is to authorize and permit the Board of Directors of the CHARTER SCHOOL to manage a results-oriented charter school consistent with the information provided by the CHARTER SCHOOL. The description of the program, including the governance, management, and administrative plan for the school as well as the specific academic and nonacademic outcomes that pupils must achieve is provided in **Attachment 2: DESCRIPTION**. The Attachment shall include the school group’s CHARTER SCHOOL Application including the statement of assurances. This contract when utilized for an existing school in renewal or transfer shall include the strategic plan for the future of the CHARTER SCHOOL including an updated statement of assurances. When the strategic plan is further developed by the CHARTER SCHOOL’S Board of Directors and school leadership, the strategic plan shall be consistent with the original description of the program. The CHARTER SCHOOL’s strategic plan (template available from ACNW), whenever finalized for implementation or modification must be forwarded to the AUTHORIZER WITHIN 20 days and upon written acceptance by the AUTHORIZER shall become an amendment to Attachment 2.

The ACNW's Affidavit to authorize the CHARTER SCHOOL is attached as **Attachment 3: AFFIDAVIT**. This affidavit confirms the authorization for the CHARTER SCHOOL, consistent with the Commissioner's action authorizing negotiation of a Charter School Contract.

- 1.1 The overall purpose of the CHARTER SCHOOL is to provide an educational program for its students. The specific purpose(s) which the charter school intends to carry out and how the school will report its implementation of these purpose(s) are included in **Attachment 4: PURPOSES**. These specific purposes shall be consistent with charter school law purposes for establishing a new public charter school listed in Minnesota Statutes, section 124D.10, Subd.1.
- 1.2 The CHARTER SCHOOL shall be nonsectarian in its programs, admission policies, employment practices and all other purposes.
- 1.3 The CHARTER SCHOOL will not charge Minnesota residents tuition for admission to the school.
- 1.4 The CHARTER SCHOOL shall not be used as a method of providing education or generating revenue for students who are being home schooled.

## 2. TERM

The term of this contract is for **two** school operational years, Fiscal year 2012 through Fiscal year 2013, except that this Contract may be terminated pursuant to section 15 of this Contract.

## 3. AMENDMENTS

The Contract and its attachments may not be amended absent written agreement executed by both parties and properly authorized. If the authority of the CHARTER SCHOOL, as operator, or the AUTHORIZER, is altered by legislative act, this Contract is automatically modified to conform to the new law.

## 4. MANAGEMENT AND ADMINISTRATION

- 4.1 The CHARTER SCHOOL shall be exempt from all Minnesota statutes and rules applicable to a school, a school board or a school district, except as provided by Minnesota Statutes, section 124D.10 or as otherwise specified in this Contract.
- 4.2 The CHARTER SCHOOL shall be governed by a Board of Directors elected in accordance with policies and procedures in the CHARTER SCHOOL's Bylaws in **Attachment 5: BYLAWS**. Bylaws shall be amended in accordance with the procedures specified in the CHARTER SCHOOL's Bylaws. Updated CHARTER SCHOOL Bylaws (as amended) must be forwarded to the AUTHORIZER within 20

days and upon written acceptance by the AUTHORIZER shall become an amendment to **Attachment 5**.

- 4.3 At least a third of the CHARTER SCHOOL Board of Directors shall be elected during the 2<sup>nd</sup> year of operation and the full board elected by the completion of the 3<sup>rd</sup> year of operation. Employees at the school including teachers providing instruction under a contract with a cooperative, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the CHARTER SCHOOL Board of Directors. The election shall take place in accordance with the policies and procedures set forth in the CHARTER SCHOOL's Bylaws. The board must notify eligible voters at least 30 days before the election. The board of directors must be composed of at least 5 non-related members; at least one a teacher, one a parent, and one a community member as described in Minnesota Statutes, section 124D.10. Ex Officio, non-voting members of the board shall at least include the chief administrator and the chief financial officer.
- 4.4 Meetings of the CHARTER SCHOOL Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.
- 4.5 If the CHARTER SCHOOL chooses to engage in collective bargaining, the CHARTER SCHOOL shall comply with Minnesota Statutes, Chapter 179A, the Public Employment Relations Act (PERA).
- 4.6 The CHARTER SCHOOL Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes, section 122A.15, Subdivision 1, who hold valid licenses to perform the particular service for which they are employed at the CHARTER SCHOOL. In addition, teaching duties may be performed with special permission of the Minnesota Board of Teaching.
- 4.7 Teachers employed by the CHARTER SCHOOL shall be treated by the CHARTER SCHOOL as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.
- 4.8 The CHARTER SCHOOL Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.
- 4.9 The CHARTER SCHOOL Board of Directors may discharge teachers and non-licensed employees.
- 4.10 The CHARTER SCHOOL Board of Directors shall decide matters related to operation of the CHARTER SCHOOL, including, but not limited to, budgeting, curriculum, and operating procedures.
- 4.11 The CHARTER SCHOOL shall have all powers, duties and responsibilities provided by law to a results-oriented charter school.

4.12 The CHARTER SCHOOL shall abide by all applicable federal laws, statutes and regulations.

4.13 The CHARTER SCHOOL shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the school's total special education system (TSES). This administrator shall also be responsible for overseeing that the CHARTER SCHOOL has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the school's continued compliance with this policy and special education services to students.

The CHARTER SCHOOL shall pursue all financial resources available to charter schools to provide special education services. As the first step, the school will notify the school district of residence within 30 days, in a manner required by state law, of a special education student who resides in a traditional district of residence that is entitled to receive special education services at the CHARTER SCHOOL. This will entitle the CHARTER SCHOOL through the Minnesota Department of Education (MDE) to 'bill' school district(s) for costs over the state and federal reimbursements. Moreover, the CHARTER SCHOOL will report through the MDE/EDRS reporting system and match with the school's UFARS data to collect all state and federal aid reimbursements available for special education expenditures.

## **5. AUTHORITY OF THE CHARTER SCHOOL**

5.1 The CHARTER SCHOOL may exercise those powers reasonably necessary to accomplish its obligations in this Contract.

5.2 Except as stated herein or otherwise required by law, the AUTHORIZER shall have no authority, control, power, or administrative or financial responsibility over the CHARTER SCHOOL. This clause does not prohibit the parties from contracting for any services deemed appropriate in the future.

5.3 The CHARTER SCHOOL may lease space from any government, public, or nonprofit, nonsectarian private organization, as it deems necessary. However, before entering into any facility lease agreement, the CHARTER SCHOOL will submit the lease contract for review by Minnesota Department of Education and the AUTHORIZER.

5.4 The CHARTER SCHOOL shall indemnify and hold harmless the Commissioner and the AUTHORIZER, its officers, and their agents and employees from any suits, claims, or liability arising under this Contract. The parties recognize and agree that the Commissioner and the AUTHORIZER are immune from liability under this Contract under Minnesota Statutes, section 124D.10, Subdivision 25 and this paragraph is not intended to modify or otherwise affect that provision or any other law.

## 6. PERFORMANCE INDICATORS AND EVALUATION

### 6.1 The Performance goals for the Charter School are set forth in **Attachment 6: GOALS:**

The process for regular CHARTER SCHOOL study of the goals in section 6.1 shall be as follows:

Annual goals review and/or updating for each operating school year will be conducted by September 30 of each year with the CHARTER SCHOOL leadership including the Board of Directors and the school director, and at the option of the CHARTER SCHOOL, additional school staff. Updated (amended) goals, properly authorized by the Board of Directors will be incorporated in this Contract only by written agreement executed by both the CHARTER SCHOOL and the AUTHORIZER.

In addition, the CHARTER SCHOOL shall conduct a review of progress concerning the academic and non-academic goals at the school level with all staff a minimum of three times per year. Minutes of these meetings shall be reviewed by the CHARTER SCHOOL board and the AUTHORIZER.

In the event the CHARTER SCHOOL has not met the year's goals, the CHARTER SCHOOL shall advise the Commissioner, the AUTHORIZER and the CHARTER SCHOOL staff, students and parents on how it plans to achieve the school's goals . Notification may be accomplished by incorporation of plans into the CHARTER SCHOOL's annual report.

### 6.2 In addition to or in conjunction with the above mentioned goals in Attachment 6, the CHARTER SCHOOL must also set forth a minimum of two environmental goals in **Attachment 7: ENVIRONMENTAL FOCUS.**

Updated (amended) goals, properly authorized by the Board of Directors will be incorporated into this contract only by written agreement executed by both parties.

These goals will be reviewed and updated as needed annually along with the performance goals. The CHARTER SCHOOL will update interested parties on these goals by including a progress update in the annual report.

### 6.3 The AUTHORIZER will conduct an annual performance evaluation of the CHARTER SCHOOL to determine the progress and effectiveness of the CHARTER SCHOOL program in attaining their goals and communicate the results of the evaluation to the Board of Directors of the CHARTER SCHOOL.

### 6.4 Graduation Standards. The School will comply with the requirements of the Minnesota Graduation Standards, as defined by Minnesota Statutes, sections 120B.02 and 120B.024; and Minnesota Rules parts 3501.0010-.0280; and the School will document the levels of student performance on the state assessments developed and administered by the Department.

6.5 *No Child Left Behind* (NCLB) Elementary and Secondary Education Act (ESEA) (Pub.L. 89-10, 79 Stat. 27, 20 U. S. C. ch.70). The School will comply with the responsibilities and obligations of the Title I, Part A accountability provisions specified in the Federal No Child Left Behind Act and its implementing regulations established by the U. S. Department of Education, including, but not limited to, participating in statewide assessments, meeting the state adequate yearly progress (“AYP”) definition, meeting public and parent reporting requirements, implementing school sanctions if the School is identified for improvement, and meeting the highly qualified teacher and paraprofessional requirements. In addition, the School will comply with ESEA requirements to the degree it pursues, qualifies for and benefits from Title funding. This includes programs required for English language learners and all other special populations included in ESEA. The School will fulfill program requirements, financial management, reporting, and accounting for each active ESEA program and will comply with all Minnesota Statutes and applicable rules implemented pursuant to ESEA in Minnesota

## **7. ADMISSIONS REQUIREMENTS**

- 7.1 The Charter School is open to all Minnesota students for the grades/ages that the CHARTER SCHOOL is authorized. The school need not necessarily offer all grades/ages for which the school is authorized.
- 7.2 The CHARTER SCHOOL may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.
- 7.3 The CHARTER SCHOOL shall enroll an eligible pupil who submits a timely application as indicated by being filed with the CHARTER SCHOOL before the CHARTER SCHOOL’s published deadline for applications, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lot. A sibling of an enrolled pupil and a foster child of that pupil’s parents will be given preference for enrollment as consistent with Minnesota Statutes, section 124D.10. The lottery policy and process that will be used will be published on the CHARTER SCHOOL’s website and in a document made available with the applications for enrollment.
- 7.4 The enrollment application form shall be made available to all interested parties and its requirements for information to be submitted on the form shall be limited to the data that is legally required to apply.

## **8. FINANCIAL MANAGEMENT**

- 8.1 The CHARTER SCHOOL will utilize the Uniform Financial Accounting and Reporting Standards (UFARS). Student accounting will comply with the Minnesota Accounting and Reporting Student System (MARSS). All accounting records will be audited annually by a public accounting firm engaged by the CHARTER SCHOOL Board of Directors.

- 8.2 The CHARTER SCHOOL will comply with the same financial audits, audit procedures, and audit requirements of school districts (Minnesota Statutes, sections 123B.75 to 123B.83) except when deviations are necessary because of the program of the CHARTER SCHOOL. The program, financial and compliance audits may be conducted by the Minnesota Department of Education, the State Auditor, or Legislative Auditor.
- 8.3 The CHARTER SCHOOL shall provide the AUTHORIZER with a final copy of the annual audit within fifteen (15) days of its completion, but no later than January 14 of the year following school's fiscal year end.

## 9. TRANSPORTATION

- 9.1 Transportation for pupils enrolled at the CHARTER SCHOOL may be provided by the CHARTER SCHOOL. If the CHARTER SCHOOL elects to provide transportation, it shall be provided as follows:
- a. The CHARTER SCHOOL shall notify the independent school district in which the school is located and the Minnesota Department of Education by March 1 for operating charter schools whether it will provide transportation or request that the school district provide transportation for pupils enrolled at the CHARTER SCHOOL for the fiscal year.
  - b. The CHARTER SCHOOL shall provide transportation at least within the school district within which the CHARTER SCHOOL is located unless the School Board chooses to designate another transportation area consistent with transportation provisions in Minnesota Statutes, section 124D.10.
  - c. The Minnesota Department of Education shall pay transportation aid to the CHARTER SCHOOL according to Minnesota Statutes, section 124D.11, Subd. 2.
  - d. For pupils who reside outside of the district in which the CHARTER SCHOOL is located, the CHARTER SCHOOL is not required to provide or pay for transportation between the pupil's residence and the border of the district.
  - e. The CHARTER SCHOOL may reimburse a parent for costs of transportation from the pupil's residence to the border of the district if the pupil is from a family whose income is at or below the poverty level as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.
- 9.2 All transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by the School District in which the CHARTER SCHOOL is located unless the CHARTER SCHOOL

provides the transportation. If the CHARTER SCHOOL provides transportation then all transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by the CHARTER SCHOOL subject to the applicable laws.

9.3. The CHARTER SCHOOL may enter into a separate Contract, if desired by the CHARTER SCHOOL, with a school district or another contractor to receive additional transportation services for extracurricular events, field trips, and other activities.

## **10. HEALTH AND SAFETY, HUMAN RIGHTS, AND STUDENT DISMISSAL GUIDELINES.**

### **THE CHARTER SCHOOL WILL:**

- 10.1 Meet the same health and safety requirements of a school district;
- 10.2 Comply with Minnesota Statutes, section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and homophiles influenza type b and hepatitis B prior to enrollment.
- 10.3 Comply with the Minnesota Human Rights Act, Chapter 363, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes, section 121A.04, which governs provision of equal opportunities for members of both sexes to participate in athletic programs;
- 10.4 Comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes, sections 121A.40 to 121A.56. The CHARTER SCHOOL Board of Directors shall have adopted a discipline policy and procedure consistent with MPFDA and submit it for review to the AUTHORIZER at least 30 days prior to the first day of school, if the school is a new school.
- 10.5 Comply with the Minnesota Public Schools Fee Law, Minnesota Statutes, sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.
- 10.6 Comply with Minnesota Statutes, section 125A and 124D.10, and rules relating to the education of pupils with a disability as though it were a school district;
- 10.7 Parties acknowledge the provisions of Minnesota Statutes, section 124D.10 Subd. 6 (10) regarding the CHARTER SCHOOL's obligation to provide certain data to the Commissioner. At such time as the CHARTER SCHOOL has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the CHARTER SCHOOL shall provide to the Commissioner a description of the financial parameters by input to the MDE Educational Data and Reporting System (EDRS) system within which the CHARTER

SCHOOL will operate to provide special education instruction and services to such children.

## 11. LENGTH OF SCHOOL YEAR

The CHARTER SCHOOL shall provide instruction each year for at least the number of days or at least the number of hours specified in its proposal to become a charter school and / or as agreed to in any prior contract with the AUTHORIZER. The school calendar shall be provided in **Attachment 8: SCHOOL CALENDAR**. The CHARTER SCHOOL may provide instruction throughout the year according to Minnesota Statutes, sections 124D.12 to 124D.128. If the number of days or number of hours is projected to be less than the calendar provided in Attachment 8, the new instructional time shall be approved only by written agreement executed by both parties.

## 12. INSURANCE

Notwithstanding anything to the contrary in this Contract, the CHARTER SCHOOL shall be considered a school district for the purposes of tort liability under Minnesota Statutes, Chapter 466.

The CHARTER SCHOOL shall acquire and keep in continuous coverage all insurances as required by state and or federal law. The CHARTER SCHOOL must submit changes in liability insurance carrier or policy under chapter 466 within 20 days of the change. The CHARTER SCHOOL shall acquire and keep in full force and effect the following insurance coverage and maintain a file of these insurance policies at the school for review by the AUTHORIZER:

- General Liability Insurance. The minimum insurance coverage shall be at limits established for a municipal corporation by Minn. Stat. 466.04, subd. 1 of \$500,000 per individual claim and \$1,500,000 for any number of claims arising out of a single occurrence. If Minnesota Statutes, section 466.04, Subd. 1 is changed during the term of this contract, then the new minimums will apply. The CHARTER SCHOOL will also provide to the Audubon Center of the North Woods (ACNW) a certificate from the insurance company naming the ACNW as an “additional insured.”
- Officers and Directors Errors and Omissions Insurance with coverage of at least \$400,000 per individual claim and at least \$1,200,000 for any number of claims arising out of a single occurrence.
- Property Insurance adequate to cover losses and maintain the standard of school operation prior to the loss.
- Workers Compensation to all eligible employees with coverage to meet state and federal guidelines based upon the school’s payroll expense.

## 13. PROPERTY OWNERSHIP

13.1 Upon termination of this Contract, and in the event of subsequent dissolution of the CHARTER SCHOOL, all property which it might lease, borrow or contract for use,

shall be promptly returned to those organizations or individuals from which the CHARTER SCHOOL has leased or borrowed the materials.

- 13.2 All property which has been purchased by the CHARTER SCHOOL will remain its own, unless acquired by funds made available to the school through Charter School Planning and/or Implementation Federal Grant. In the event of subsequent dissolution of the CHARTER SCHOOL, owned property will be donated to the extent permitted by law and the CHARTER SCHOOL articles of incorporation after all financial obligations are met.
- 13.3 All property personally and/or individually owned by the trained and licensed teachers or other staff employed by the CHARTER SCHOOL shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, curriculum manuals, personal mementos and other materials or apparatus which have been personally financed or personally developed by teachers or staff.

#### **14. GENERAL AUTHORITY AND IMMUNITY**

The CHARTER SCHOOL may not levy taxes or issue bonds. It shall have the right to sue or be sued. The Commissioner, the AUTHORIZER, members of the board of the AUTHORIZER in their official capacity, and employees of the AUTHORIZER are immune from financial, civil, or criminal liability with respect to all activities related to the operation of the CHARTER SCHOOL. If Minnesota Statutes, section 124D.10, Subd. 25 regarding AUTHORIZER immunity from liability is eliminated from the Statutes, this contract is immediately rendered void.

#### **15. NON-RENEWAL AND TERMINATION OF CONTRACT**

- 15.1 The AUTHORIZER may determine not to renew this Contract at the end of the term for any ground listed hereafter in paragraph 15.6. In addition, the AUTHORIZER may unilaterally terminate the Contract during the term for any grounds listed in paragraph 15.6.
- 15.2 At least 60 days before not renewing or terminating this Contract, the AUTHORIZER shall notify CHARTER SCHOOL of the proposed action, in writing, such notice to be sent by certified U. S. mail return receipt requested. The notice shall state the grounds for the proposed action in reasonable detail and that the CHARTER SCHOOL Board of Directors may request, in writing, an informal hearing before the AUTHORIZER within fourteen (14) days of receiving notice of non-renewal or termination of this Contract or 21 days from date of mailing the notice, whichever is less. If at the end of a contract term, either the AUTHORIZER or the charter school board of directors wants to voluntarily terminate the contract, a change in AUTHORIZERS is allowed if the commissioner approves the decision of a different eligible AUTHORIZER to authorize the charter school. The party intending to terminate the contract must notify the other party and the commissioner of its intent at least 90 days before the date on

which the contract ends. The AUTHORIZER that is a party to the existing contract must inform the approved different eligible AUTHORIZER about the fiscal and student performance of the school. If no different eligible AUTHORIZER is approved, the school must be dissolved according to applicable law and the terms of the contract.

- 15.3 Failure by the CHARTER SCHOOL Board of Directors to make a written request for a hearing within the 14-21 day period referred to in paragraph 15.2 shall be treated as acquiescence to the proposed action.
- 15.4 Upon receiving a timely written request for a hearing, the AUTHORIZER shall give reasonable notice to the CHARTER SCHOOL Board of Directors of the hearing date. The AUTHORIZER shall then conduct an informal hearing at a mutually agreeable time before taking final action.
- 15.5 The AUTHORIZER shall take final action to renew or not to renew the Contract by the last day of classes in the last school year of any contract period.
- 15.6 The AUTHORIZER may unilaterally determine not to renew this Contract or may terminate the Contract during the term of this Contract for these grounds:
- a. Failure to meet the requirements for pupil performance goals in Attachment 6, referenced in section 6 of this Contract;
  - b. Failure to meet generally accepted standards of fiscal management;
  - c. For violations of law;
  - d. Other good cause shown.
- 15.7 Violations of law. The CHARTER SCHOOL will immediately notify the AUTHORIZER of all complaints that allege that a violation of state or federal law or regulation has been committed by the CHARTER SCHOOL unless such reporting would be in non-compliance with a state or federal law.
- 15.8 The AUTHORIZER requires to be informed by the CHARTER SCHOOL on a current basis any significant areas of concern and/or change that may arise at the CHARTER SCHOOL; including, but not limited to financial, staff, student /parent, and community issues. The extent to which the CHARTER SCHOOL is proactive in keeping the AUTHORIZER well informed during the contract period may be a significant factor in the AUTHORIZER's consideration of Contract termination or non-renewal.
- 15.9 The AUTHORIZER, should it determine that it will no longer perform in the role of Minnesota Charter School Authorizer, will notify the CHARTER SCHOOL at least 12 months prior to the last day of the term of this contract. There is no guarantee that the AUTHORIZER will continue beyond the term of this contract.

15.10 If this Contract is terminated or not renewed, the CHARTER SCHOOL shall be dissolved according to the applicable provisions of Minnesota Statutes, Chapters 308A and 317A. The Plan for the CHARTER SCHOOL to close shall be as detailed in **Attachment 9: CLOSURE PROCEDURES.**

## 16. RENEWAL

16.1 The AUTHORIZER shall actively consider renewal at least 6 months prior to last day of the term of this contract. There is no guarantee of renewal.

16.2 The AUTHORIZER, should it determine that it will no longer perform in the role of Minnesota Charter School Authorizer, will notify the CHARTER SCHOOL at least 12 months prior to the last day of the term of this contract. There is no guarantee that the AUTHORIZER will continue beyond the term of this contract.

16.3 To consider renewal the AUTHORIZER requires a 3 year Strategic Plan including the governance, management, professional development, financial and administrative plans for the CHARTER SCHOOL, as well as the specific academic and nonacademic outcomes that pupils will achieve. This Plan should provide content to be useful to the school, is expected to be implemented, and will be used as a basis for consideration by the AUTHORIZER for renewal of the contract by the AUTHORIZER.

16.4 The AUTHORIZER requires to be informed by the CHARTER SCHOOL on a current basis any significant areas of concern and/or change that may arise at the CHARTER SCHOOL; including, but not limited to financial, staff, student/parent, and community issues. The extent to which the CHARTER SCHOOL is proactive in keeping the AUTHORIZER informed during the contract period will be a major factor in considering renewal of the AUTHORIZER.

## 17. CHARTER SCHOOL REPORTING, AUTHORIZER OVERSIGHT, AND EVALUATION PROCESS

Sections 15.7 and 15.8 delineate the significant responsibility of the CHARTER SCHOOL to be in active communication with the AUTHORIZER. Both the Board of Directors and the school leader shall participate in the active communication with the AUTHORIZER.

17.1 The CHARTER SCHOOL shall follow its responsibilities of reporting as indicated in the document: *AUDUBON CENTER OF THE NORTH WOODS – AUTHORIZER OVERSIGHT Mission / Governance / Finance / Student Performance / General Operations & Follow-through*. This document is included in **Attachment 10: AUTHORIZER OVERSIGHT**. Updates to the document must be forwarded by the AUTHORIZER to the CHARTER SCHOOL within 20 days and will become amendments to this agreement upon written acceptance by both parties.

17.2 The CHARTER SCHOOL shall provide all reports required by the Commissioner.

- 17.3 The AUTHORIZER criteria, processes, and procedures used for ongoing oversight of the fiscal, operational, and student academic performance of the CHARTER SCHOOL, as specified in Minnesota Statutes, section 124.10, are included in the document *AUDUBON CENTER OF THE NORTH WOODS – AUTHORIZER OVERSIGHT* and as updated as Attachment 10.
- 17.4 The AUTHORIZER Ready-to-Open standards shall be utilized by the AUTHORIZER to determine if the CHARTER SCHOOL is ready to open the CHARTER SCHOOL or ready to open at an additional site if approved by the MDE. The AUTHORIZER “Ready to Open” expectations are:
1. Healthy enrollment
  2. Demonstrated parent involvement
  3. Adequate facility
  4. School leadership with a demonstrated capacity to lead the program
  5. Adequate curriculum development and
  6. A Board of Directors that is responsive, has dealt properly with conflicts of interest, and has actively worked to establish a mutually productive relationship with the Authorizer
- 17.5 Attendance at AUTHORIZER scheduled meetings for the CHARTER SCHOOL board of directors, board officers, and school leaders are required for the oversight process to be effectively administrated. The AUTHORIZER scheduled meetings include a late Fall Conference (up to 2 days) and two leadership meetings (up to 4 hours each). Registration costs to the CHARTER SCHOOL, if any, will be limited to meals and lodging.
- 17.6 Liaison. The AUTHORIZER will designate a liaison for the School and will inform the School if the liaison changes. The School will notify staff, parents and stakeholders that the liaison is accessible for communication of concerns or commendations. The AUTHORIZER will communicate how it will respond to communications from the school and its stakeholders and handle potentially negative reports. The liaison will have freedom to communicate with designated individuals and enter the school with reasonable warning and request.

## 18. AUTHORIZER OVERSIGHT FEE

The AUTHORIZER shall monitor and evaluate the fiscal, operational, and student academic performance of the CHARTER SCHOOL as specified in Minnesota Statutes, section 124.10 and will for these purposes assess the CHARTER SCHOOL an annual fee. The total annual fee payable to the AUTHORIZER is a minimum of the state aid payment for one pupil unit or an amount as specified in Minnesota Statutes, section 124D.10, whichever is the greater amount. The fee will be billed to the school (based on the Oct 1 student count) and payable by the CHARTER SCHOOL to the AUTHORIZER by November 20 of each year. No additional costs for oversight will be charged to the school, except if the number of visits to the CHARTER SCHOOL exceeds six (6), in which case the AUTHORIZER may charge mileage to/from the school and overnight accommodations. The number of visits to the CHARTER SCHOOL is solely the determination of the AUTHORIZER.

## 19. RESIDENT DISTRICT AUTHORIZERSHIP

Nothing in this Contract is intended to prohibit the CHARTER SCHOOL from seeking AUTHORIZER status from the public school district in which it is located. This Contract terminates if a contract with an AUTHORIZING district is implemented.

## 20. CHARTER SCHOOL BOARD MEMBER SIGNED AGREEMENTS

The CHARTER SCHOOL must attach to this agreement a list of Board members current as of the signing of this contract. Each current CHARTER SCHOOL board member on the list shall complete a signed statement that they have read and reflected on this contract and agree to comply with all federal and state laws, governing, programmatic, and financial requirements applicable to charter schools. These documents are included as **Attachment 11: CHARTER SCHOOL BOARD MEMBERS, SIGNED ASSURANCES**.

Each new Board member appointed/elected to the Board shall complete a signed statement that they have read and reflected on this contract and agree to comply with all federal and state laws, governing, programmatic, and financial requirements applicable to charter schools. A new director must complete the statement within 30 days of being appointed or elected. The statement must be forwarded to the AUTHORIZER within 20 days of execution by the new Board member.

## 21. DISCLAIMER

This Contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, co-curricular, or extra-curricular duties by and between any party or person referred to therein.

22. WAIVER

No waiver-by either party or any breach of any covenant or provision of this Contract shall be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

23. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the Agreement will be modified rather than voided, if possible, to achieve as fully as possible the original intent of the parties. Any provision held to be overbroad will be deemed amended to narrow its application to the extent necessary to make the provision enforceable under applicable law. All other provisions of this Agreement will be deemed valid and enforceable to the full extent permitted by law.

24. ENTIRE AGREEMENT: MODIFICATION AND WAIVER

This Agreement represents the entire agreement of the parties. The parties also agree that the terms of this Agreement shall not be modified by any conflicting course of dealing or performance. No modification or waiver of any provision of this Agreement will be binding unless set forth in a written document signed by the parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts.

**AND THE**

**Emily Grey**

(CHARTER SCHOOL)

**Audubon Center of the North Woods**

By (b)(6)  
(signature)

Its Board Chair  
(title or role)

HEANENE NOLL  
(please print name)

05-11-2011  
Date

By (b)(6)  
(Signature)  
Co-Executive Director  
Title

(b)(6)  
(Print Name)

6/15/11  
Date

<b>Attachment 1: CORPORATE STATUS</b>	<b>MN Non-Profit Corporation Registration</b>
<b>Attachment 2: DESCRIPTION/PLAN</b>	<b>Original Proposal &amp;/or Strategic Plan</b>
<b>Attachment 3: AFFIDAVIT</b>	<b>FROM ACNW: 2010-11 ACNW Authorizing Manual</b>
<b>Attachment 4: PURPOSES</b>	<b>One or more of the 6 purposes in charter school law</b>
<b>Attachment 5: BYLAWS</b>	<b>School Bylaws w/amendments</b>
<b>Attachment 6: GOALS</b>	<b>Academic &amp; School wide goals</b>
<b>Attachment 7: ENVIRONMENTAL FOCUS</b>	<b>School Environment goals</b>
<b>Attachment 8: SCHOOL CALENDAR</b>	<b>FY 2011 &amp; updated each year</b>
<b>Attachment 9: CLOSURE PROCEDURES</b>	<b>From ACNW: 2010-11 ACNW Authorizing Manual</b>
<b>Attachment10: AUTHORIZER OVERSIGHT</b>	<b>From ACNW: 2010-11 ACNW Authorizing Manual</b>
<b>Attachment 11: CHARTER SCHOOL BOARD MEMBERS, Signed Assurances</b>	<b>Roster kept current as additions &amp; changes occur</b>

## OUTCOME-BASED SCHOOL CONTRACT

THIS AGREEMENT executed on this 14 day of July, 1998, and to be effective July 15, 1998, by and between SPECIAL SCHOOL DISTRICT No. 1, ("Special School District No. 1") a school district under Minnesota Statutes and, Sojourner Truth Academy, a Minnesota non-profit corporation.

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented Sojourner Truth Academy under Minnesota Statutes Annotated subsection 120.064, as amended, (the "Act"), and

WHEREAS, Sojourner Truth Academy will be located in the City of Minneapolis.

NOW, THEREFORE, IT IS AGREED:

### 1. PURPOSE.

The purpose of this Agreement is to authorize and permit Board of Directors of Sojourner Truth Academy to organize and manage the Sojourner Truth Academy consistent in all respects with the Special School District No. 1 action of (4-28-98) which is Attachment 1 hereto, the action by the Minnesota Board of Education (the "State Board") of (7-7-98) authorizing the negotiation of this Agreement, a copy of which is Attachment 2 to this Agreement, and specifically in order to:

- 1.1 The overall purpose of the Sojourner Truth Academy is to provide an educational program for its students in order to:
  - a. improve pupil learning
  - b. increase learning opportunities
  - c. encourage the use of different innovative teaching models

- 1.2 The Sojourner Truth Academy shall be nonsectarian in its programs, admission policies, employment practices and all other purposes.

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- 1.3 The Sojourner Truth Academy will not charge tuition for admission to the school.

- 1.4 The Sojourner Truth Academy shall not be used as a method of providing education or generating revenue for students who are being home schooled.

**2. TERM.**

The term of this Agreement shall be from July 14, 1998 through June 30, 2001. It shall be subject to renewal according to the provisions of Paragraph 17 hereof with students first enrollment beginning 9/99.

**3. AMENDMENTS.**

This Agreement may not be amended absent written agreement executed by both parties and properly authorized. In the event the authority of the Sojourner Truth Academy as manager, or Special School District No. 1 as sponsor, is altered by legislative act, then the new powers shall be deemed an amendment by mutual written consent to this Agreement.

The provisions of this contract shall be severable, and if any provision hereof or the application of any provision under any circumstance is held illegal or invalid, then the other provisions of the contract or the application of any provision thereof will not be affected and will continue in full force and effect.

**4. MANAGEMENT AND ADMINISTRATION OF THE SCHOOL.**

The Sojourner Truth Academy except as provided by the Act, will be exempt from all Minnesota Statutes and rules applicable to a school board or school district. In addition:

4.1 The school shall be managed and administered by a board of directors elected in accordance with policy and procedures according to its Bylaws and in accordance of the non-profit corporation under chapter 317A.

The following statutory requirements continue to apply to the Sojourner Truth Academy:

4.1.1 All applicable state and local health and safety requirements (Minn. Stat. Section ~~120.064, Subd. 8(a)~~);

4.1.2 Location within the sponsoring district subject to certain exceptions (Minn. Stat. Section 120.064, Subd. 8(b));

4.1.3 Nonsectarian programs, admission policies, employment practices and all other operations (Minn. Stat. Section 120.064, Subd. 8(c));

4.1.4 Primarily focused on a comprehensive program of instruction for at

least one grade or age group from five through eighteen years of age, though instruction may be provided to students younger than five and older than eighteen years of age (Minn. Stat. Section 120.064, Subd. 8(e));

4.1.5 No tuition charges (Minn. Stat. Section 120.064, Subd. 8(g));

4.1.6 Must comply with the non-discrimination requirements of Minn. Stat. Chapter 363 and Section 126.21 (Minn. Stat. Section 120.064, Subd. 8(g));

4.1.7 Must comply with the Pupil Fair Dismissal Act (Minn. Stat. Sections 127.26 to 127.99) and the Minnesota Public School Fee Law (Minn. Stat. Section 120.76);

4.1.8 Must comply with the audit procedures and requirements of Minn. Stat. Sections 121.904 through 121.917, except as permitted by (Minn. Stat. Section 120.064, Subd. 8(i));

4.1.9 Subject to tort liability as provided in Minn. Stat. Chapter 466 (Minn. Stat. Section 120.064, Subd. 8(j));

4.1.10 Must comply with Minn. Stat. Sections 120.03 to 120.17 regarding providing special education to students with disabilities (Minn. Stat. Section 120.064, Subd. 12);

4.1.11 Must provide instruction each year for at least the number of days required by Minn. Stat. Section 120.101, Subd. 5, although it may provide instruction throughout the year pursuant to Minn. Stat. Sections 120.59 to 120.67 or 121.585 (Minn. Stat. Section 120.046, Subd. 13);

4.1.12 Must comply with the Open Meeting Law, Minn. Stat. Section 471.705, when holding meetings of the Board of Directors (Minn. Stat. Section 120.064, Subd. 4(c));

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4.1.13 Must comply with the provisions of the Public Employees Labor Relations Act, Minn. Stat. Chapter 179A (Minn. Stat. Section 120.064, Subd. 20);

4.1.14 Teachers on leave from Special School District No. 1 to teach at Sojourner Truth Academy must submit a written notice of intent to return from leave on or before February 1 of the year prior to return to teaching duties with Special School District No. 1 (Minn. Stat. Section 125.60, Subd. 3).

4.2 The Sojourner Truth Academy, shall employ and contract with necessary teachers, as defined by M.S.A. Subsection 125.03, subdivision 1, who hold valid licenses to perform the particular service for which they are employed in the school.

4.3 Grievance Procedure: A grievance procedure will be developed and shared with all parents to address a process for conflict resolution.

5. **AUTHORITY OF THE SOJOURNER TRUTH ACADEMY.**

5.1 The Sojourner Truth Academy shall have all powers, duties and responsibilities provided by law to a results-oriented Sojourner Truth Academy.

5.2 The Sojourner Truth Academy shall abide by all applicable federal and state laws, statutes and regulations.

5.3 Except as stated herein, Special School District No. 1 shall have no authority, control, power, administrative, or financial responsibilities over the Sojourner Truth Academy. This clause is not intended to prohibit either party from contracting with the other in the future of any services deemed appropriate by each other.

5.4 The Sojourner Truth Academy may lease space from any government, public, or non-profit, nonsectarian private organization, as it deems necessary.

5.5 The Sojourner Truth Academy may purchase their own land or buildings but may not use money received from the State of Minnesota to do so.

5.6 The Sojourner Truth Academy may acquire space as needed.

5.7 Immunity

The Sojourner Truth Academy shall assume full liability for its activities and shall indemnify and hold harmless the State Board, its officers, agents and employees from any suits, claims, or liability arising under this Contract. The parties recognize and agree that the State Board and Special School District Number 1, its board members and employees are immune from liability under this Contract under Minnesota Statutes section 120.064, subdivision 24 (1994), as amended, and this paragraph is not intended to modify or otherwise affect that provision or any other law.

5.8 The Sojourner Truth Academy may not levy taxes or issue bonds. It shall have the right to sue or be sued. The members of the State Board and Special School District No. 1, are immune from civil or criminal liability with respect to all activities related to the operation of the Sojourner Truth Academy (Minnesota Statutes section 120.064, subdivision 24).

## 6. PUPIL PERFORMANCE.

The Sojourner Truth Academy will have as minimum outcomes for student performance those set forth on Attachment "Evaluation Agreement" to this Agreement. The Sojourner Truth Academy shall report at least annually to Special School District No. 1 and the State Board information about student performance reasonably requested by Special School District No. 1 or the State Board. The nature of these reports and the reporting dates shall be subject to mutual agreement by the parties. (Attachment "A" .)

6.1 Assessment: The Sojourner Truth Academy agrees to collect similar data on the indicators of performance used by Special School District No. 1. An annual report as defined by Special School District No. 1 (Attachment "A", Evaluation Plan), will be provided to Special School District No. 1 by October 1 (2000) of each year utilizing data from the previous academic year.

6.2 Student performance will be evaluated by analyzing year-to-year test results compared to the average Normal Curve Equivalence (NCE) gains established by Special School District No. 1 and demonstrating maintenance or improvement over previous years on an agreed to standard of growth with an instrument that would provide reliable scores. This instrument shall be agreed to by Special School District No. 1 and the Sojourner Truth Academy. (Attachment "A", Evaluation Plan)

6.3 Graduation Rule: Sojourner Truth Academy will maintain records on individual students and share progress toward the graduation standards (when available) of the State of Minnesota on a yearly basis. If a student transfers to another school, Sojourner Truth Academy will provide a written record of the progress towards the graduation outcomes.

6.4 A review of progress can be scheduled by Special School District No. 1 or the Sojourner Truth Academy as needed throughout the year with reasonable notification.

6.5 Successful Practices: Sojourner Truth Academy agrees to report to Special School District No. 1 as part of the end-of-year summary successful strategies, techniques and programs. As approaches are validated, staff development

opportunities between Special School District No. 1 and Sojourner Truth Academy will be scheduled.

6.6 The Sojourner Truth Academy will implement a plan to evaluate students that leave the Sojourner Truth Academy to determine the effectiveness of the Sojourner Truth Academy program in preparing students that transition to other school programs.

## **7. ADMISSION REQUIREMENTS.**

7.1 Students will have an equal opportunity to be admitted to the Sojourner Truth Academy. Students residing in Special School District No. 1, which is the location of Sojourner Truth Academy, shall be admitted, if space is available. Sojourner Truth Academy shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of the program which is (225 in 1999-00, and 279 in 2000-01), class, grade level, or building. In this case pupils shall be accepted by lot.

7.1.1 If one student within is admitted, then all siblings that apply shall be admitted when of age, providing space is available.

7.1.2 After the first year, recruitment campaigns and opening of additional or new classrooms will be implemented at the beginning of the following school year.

7.2 Sojourner Truth Academy may limit admission to students in any grade K-8, upon notification and agreement with Special School District No. 1.

7.3 Sojourner Truth Academy may not limit admission to pupils on the basis of intellectual ability, home language, measures of achievement of aptitude, or athletic ability.

7.4 Once admitted, a student will be enrolled for subsequent years.

## **8. FINANCIAL MANAGEMENT.**

8.1 Sojourner Truth Academy will utilize the UFARS financial accounting principles and methods. Student accounting will comply with the MARSS requirements. Sojourner Truth Academy may contract with individuals or organizations to provide these accounting services. All accounting records will be audited annually by a public accounting firm engaged by Sojourner Truth Academy Board of Directors and completed by August 30 of each school year.

8.2 The school will comply with the same financial audits, and audit requirements of school districts. (M.S.A. Subsection 121.901 to subsection 121.917) except when deviations are necessary because of the program of the school. As permitted by Minnesota law, the Program, financial and compliance audits may be conducted by the Department of Education, the State Auditor, or Legislative Auditor. Audit information will be part of Sojourner Truth Academy's annual report to Special School District No. 1.

8.3 The Sojourner Truth Academy shall provide State Board and Special School District No. 1 with a final copy of the annual audit within fifteen (15) days of its completion and acceptance.

8.4 The parties agree that demonstration of the ability to project costs, expenses, charges and revenues and to establish and maintain a budget is essential to effective management. The parties further expressly agree that demonstration of effective financial management is, and should be, one of the criteria upon which renewal of this contract will be based under article 13.6 (e) herein.

## 9. SPECIAL EDUCATION SERVICES.

9.1 Special School District No. 1 will have the right to audit the SPED records of the Sojourner Truth Academy at Special School District No. 1 discretion, with reasonable notification.

9.2 The Sojourner Truth Academy will, as part of its annual budget, set and establish expenditures for special education services, including the costs of staffing. The budget will include a specified projected total cost for provision of special education services and a specified projected total value for "charge back", or net tuition charged to school districts after taking into account special education aide as provided in Minn. Stat. §124.248, Subd. 3. Such charge backs shall not constitute more than 15 percent (15%) of the total annual special education budget for the Sojourner Truth Academy.

9.3 The Sojourner Truth Academy will, so far as is practicable, will hire staff with licensure and experience which will provide it with flexibility to address the needs of its special education students and thereby limit costs for special education services.

9.4 When a low incident student requests admission to the Sojourner Truth Academy, the Sojourner Truth Academy shall notify Special School District No.1 in order to mutually determine the appropriate services.

*hat on IEP Team*

## 10. TRANSPORTATION.

10.1 Transportation for pupils enrolled at the Sojourner Truth Academy may be provided by the Sojourner Truth Academy. If the Sojourner Truth Academy elects to provide transportation, it shall be provided as follows:

- a. The Sojourner Truth Academy shall notify the Special School District No. 1 and the Department of Children, Families and Learning by July 1 of each year whether it will provide transportation for pupils enrolled at the Sojourner Truth Academy for the fiscal year. For purposes of this contract, a fiscal year is the period from July 1 to the next June 30.
- b. The Sojourner Truth Academy shall provide transportation within the Special School District No. 1, the school district within which the Sojourner Truth Academy is located.
- c. The Department of Children, Families and Learning shall pay transportation aid to the Sojourner Truth Academy according to Minnesota Statutes section 124.248, subdivision 1a.
- d. For pupils who reside outside of Special School District No. 1, the Sojourner Truth Academy is not required to provide or pay for transportation between the pupil's residence and the border of Special School District No. 1.
- e. The Sojourner Truth Academy may reimburse a parent for costs of transportation from the pupil's residence to the border of Special School District # 1 if the pupil is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled whichever is less. Reimbursement may not be paid for more than 250 miles per week.

10.2 If the Sojourner Truth Academy does not elect to provide transportation for pupils enrolled at the Sojourner Truth Academy, transportation may be provided by School District No. 1 according to Minnesota Statutes section 120.062, subdivision 9, and section 123.39, subdivision 6, for a pupil residing in the same district in which the Sojourner Truth Academy is located. Transportation provided by Special School District No. 1 to and from the Sojourner Truth Academy shall be provided as follows:

a. All transportation routes, pick-up points, attendance area times, student bus assignments, method of transportation, and other transportation scheduling established by Special School District No. 1.

b. The Sojourner Truth Academy may enter into a separate contract with a school district to receive additional transportation services for extracurricular events, field trips, and other activities.

## 11. INSURANCE.

NOTWITHSTANDING anything to the contrary in this contract, the Sojourner Truth Academy shall be considered a school district for the purposes of tort liability under Minnesota Statutes chapter 466. The Sojourner Truth Academy shall provide proof of insurance to the State Board and Special School District No. 1.

At a minimum, the Sojourner Truth Academy must provide insurance coverage at limits established for municipal corporations by Minn. Stat. §466.04.Subd.1 of \$200,000 per individual claim and \$600,000 for any number of claims arriving out of a single occurrence.

## 12. PROPERTY OWNERSHIP.

All property which has been purchased by the Sojourner Truth Academy will remain its own. In the event of subsequent dissolution of the Sojourner Truth Academy, such property will be donated to the extent permitted by law and the Sojourner Truth Academy articles of incorporation after all financial obligations are met.

## 13. NON-RENEWAL AND TERMINATION OF CONTRACT.

13.1 The either State Board or Special School District No. 1 may determine not to renew this contract at the end of the term for any ground listed hereafter in paragraph 13.6. In addition, the State Board may unilaterally terminate the contract during the term for any ground listed in paragraph 13.6.

13.2 At least 60 days before not renewing or terminating this contract, the either State Board or Special School District No. 1 shall notify the Sojourner Truth Academy of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail and that the Sojourner Truth Academy Board of Directors may request, in writing, an informal hearing before the State Board within (14) days of receiving notice of nonrenewable or termination of this contract.

13.3 Failure by the Sojourner Truth Academy Board of Directors to make a written request for a hearing within the 14-day period shall be treated as acquiescence to the proposed action.

13.4 Upon receiving a timely written request for a hearing, the either State Board or Special School District No. 1 shall give reasonable notice to the Sojourner Truth Academy Board of Directors of the hearing date. The State Board shall then conduct an informal hearing at a mutually agreeable time before taking final action.

13.5 The either State Board or Special School District No. 1 shall take final action to renew or not to renew the contract by the last day of classes in the last school year of any contract period.

13.6 The either State Board or Special School District No. 1 may unilaterally determine not to renew this contract or may terminate the contract during the term of this contract for these grounds:

- a. Failure to meet the requirements for pupil performance contained in paragraph 6 of this contract.
- b. Failure to meet generally accepted standards of fiscal management.
- c. For violations of law; or
- d. Other good cause shown, including but not limited to compliance with the provisions of articles 8.2 herein.

13.7 If this contract is terminated or not renewed, the Sojourner Truth Academy shall be dissolved according to the applicable provisions of Minnesota Statutes chapter 308A and 317A.

#### **14. DISCLAIMER.**

This contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, co-curricular, or extra-curricular duties by and between any part to or person referred to therein.

**15. REPORTING.**

The Sojourner Truth Academy shall develop a reporting plan in accordance with procedures set forth in Attachment 1.

**16. WAIVER.**

No waiver by either party or any breach of any covenant or provision of this contract shall be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

EXECUTED ON: August 11, \_\_\_\_\_, 1998

\_\_\_\_\_  

(b)(6)

Chairperson -Sojourner Truth  
Academy Charter School

\_\_\_\_\_  

(b)(6)

Clerk of the Minneapolis  
School Board

**APPROVED**

AUG 11 1998

BOARD OF EDUCATION MEETING

CHARTER CONTRACT  
Between  
Pillsbury United Communities  
And  
Sojourner Truth Academy

**THIS CHARTER SCHOOL CONTRACT** (“Contract”) dated June 30, 2011 (“Effective Date”) is entered into by and between Pillsbury United Communities (PUC), Charter Authorizer Department, (“Authorizer”) located at 1200 37<sup>th</sup> Avenue North, Minneapolis, MN 55412 and Sojourner Truth Academy, a Minnesota non-profit corporation or cooperative (“Charter School”), located at 3820 Emerson Avenue North, Minneapolis, MN 55412, (hereinafter collectively referred to as “the Parties”) pursuant to Minnesota Statute 124D.10 (“Charter School Law”). **Attached as Exhibit A**

**RECITALS**

**WHEREAS**, the State of Minnesota enacted the Charter Schools Law for the following purposes, to:

- 1) **Improve pupil learning and student achievement;**
- 2) **Increase learning opportunities for pupils;**
- 3) **Encourage the use of different and innovative teaching methods;**
- 4) **Measure learning outcomes and create different and innovative forms of measuring outcomes;**
- 5) **Establish new forms of accountability for schools; and**
- 6) **Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; and**

**WHEREAS**, The authorization of the Charter School must be in the form of a written contract in compliance with Minn. Stat. Section 124D.10, Subd. 6; and

**WHEREAS**, The Vision and Mission of Pillsbury United Communities Chartered Schools are to create communities where students can excel academically and socially to realize their opportunities and potential for higher education, citizenship, self-sufficiency, and personal fulfillment; and

**WHEREAS**, in 1998, the Charter School submitted an application to the Authorizer (“Application”) to operate a charter school. Attached as **Exhibit B**; and

**WHEREAS**, the Charter School represents that it is duly qualified and agrees to perform all services described in the Contract to the satisfaction of the Authorizer.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and

agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## SECTION 1. TERM OF AGREEMENT

**The Term** of this Contract is 4 years, through the end of the 2014-2015 school year.

**Effective Date:** June 30, 2011 or the date the Authorizer obtains all required signatures under Minn. Stat. 124D.10, whichever is later.

**Expiration Date:** June 30, 2015

**Survival of Terms:** The following clauses survive the expiration or cancellation of this contract:

- 1) Liability;
- 2) State and Federal Audits;
- 3) Government Data Practices and Intellectual Property;
- 4) Publicity and Endorsement;
- 5) Governing Law, Jurisdiction, and Venue;
- 6) Data Disclosure; and Dissolution.

## SECTION 2. PURPOSE

**The Purpose** of this Contract is to authorize and permit the Board of Directors of **Sojourner Truth Academy** to organize and manage a results-oriented charter school consistent in all respects with the Commissioner's action of June 1, 1998, authorizing negotiation of this Contract.

The Charter School is required to demonstrate that its purpose is in alignment with the Vision, Mission and values of PUC authorized schools as established by the PUC Charter School Directors. **Exhibit C.**

The overall purpose of **Sojourner Truth Academy** as specified in the Letter of Intent to Form the Charter School, purpose as **Exhibit D.**

## SECTION 3. LEGAL STRUCTURE

**Nonprofit Status.** This Charter School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended. Refer to Articles of Incorporation, **Exhibit E.**

**Bylaws.** **Sojourner Truth Academy** bylaws are attached as **Exhibit F.** The Charter School agrees to notify the Authorizer of any amendments to the bylaws. At its discretion, the Authorizer may provide review and comment on the amendments.

**Lease Space.** The Charter School may lease space from any public and nonsectarian private organization as it deems necessary. If the Charter School intends to lease from a private sectarian organization, it will comply with the provisions of the Charter School Law, specifically Minnesota Statutes 124D.10 subd.17. Prior to finalizing a lease for space, the Charter School must submit an application to the Minnesota Department of Education for review and approval in a timely manner. The Charter School will provide a copy of the application, as well as the Department's decision, to the

Authorizer.

**Authorized Grades.** Sojourner Truth Academy serves grades K-8, as specified in the Application.

**Exhibit B.** If the Charter School does not offer all grades at start up, the Charter School agrees to provide PUC with one of the following:

- 1) a written plan on how grades will be phased in or;
- 2) will need to complete a proposed amended Application to add grades at the time of grade expansion.

**Enrollment and Grade Expansion.** The Charter School will not expand its enrollment or grade levels beyond that specified in the Application without the submission of an amended Application to and approval by the Authorizer, and with the Authorizer's submission of a supplemental affidavit to the Commissioner. The Commissioner must approve the supplemental affidavit consistent with the Charter School Law, Minnesota Statutes 124D.10 subd.4 (e).

#### SECTION 4. PERFORMANCE INDICATORS AND EVALUATION

**School Autonomy** Consistent with its mission, PUC recognizes that the autonomy of its charter schools will benefit greatly when parents, teachers, and community members are given the opportunity to create new, innovative and more flexible ways of educating children that are held accountable for achieving high levels of student academic performance. The Charter School will have high levels of autonomy and flexibility over educational programming (e.g., curriculum, instructional methods, length of school day and year, forms of assessment), including staffing, budget, governance, school leadership model and operations as provided in other sections. However, the specific degree of autonomy available to the Charter School will be determined by Minnesota statutes.

**Graduation Standards.** The Charter School will document that students are demonstrating successful progress at meeting or exceeding the Minnesota Graduation Standards, as defined by Minnesota Statutes 120B.02 and 120B.024; and Minnesota Rule parts 3501.0010-0280; and the Charter School will document the levels of student performance on the state assessments developed and administered by the Minnesota Department of Education.

**No Child Left Behind (NCLB).** The Charter School will comply with the responsibilities and obligations of the Title 1, Part A accountability provisions specified in the Federal No Child Left Behind Act and its implementing regulations established by the U.S. Department of Education, including but not limited to, participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if the school is identified for improvement, and meeting the highly qualified teacher and paraprofessional requirements, if the school receives Title I funding.

**Specialized Services.** The Charter School shall provide services and accommodations to students with disabilities in accordance and compliance with (i) the Individuals with Disabilities Education Act (20 U.S.C. §1401 *et seq.*) and Minnesota Statute Chapter 125A; (ii) any and all Federal court orders applicable to children with disabilities including but not limited to Section 504 of the Rehabilitation Act, English language learners and other special populations.

The Charter School will provide to the Board and the authorizers an annual plan that will address how it will provide services and accommodations to students with disabilities. In addition and in

compliance with state and federal licensure laws the Charter School will hire staff with licensure and experience which will provide it with flexibility to address the needs of its special education students and thereby limit costs for special education services.

**Identifying Goals and Performance Indicators.** The Charter School has identified the specific and measurable outcomes pupils are expected to achieve in two academic areas and five non-academic areas related to the stated goals of the school. The academic outcomes will be assessed using a nationally norm referenced test (NRT) or a state standardized. The Charter School and the Authorizer agree the school’s operation under the Agreement shall be measured by the school performance indicators set forth in this contract, including academic outcomes for individual students and for the school as a whole, and standards for governance, financial management, and school operation and family engagement. The goals are as follows:

<b>Goals</b>	
<b>Academic 1</b>	See <u>Exhibit M</u>
<b>Academic 2</b>	See <u>Exhibit M</u>
<b>Non-Academic 1</b>	Governance – Develop a five year strategic plan and a values statement for the district by June 30, 2012.
<b>Non-Academic 2</b>	Financial Management – Secure and maintain the finance award following site expansion until 2014.
<b>Non-Academic 3</b>	School Operation – Maintain the STA brand following the expansion to the second site as measured by a staff, student, and parent survey.
<b>Non-Academic 4</b>	Family Engagement – Increase the number of parents volunteering 20 or more hours by 10% each year.
<b>Non-Academic 5</b>	Incorporate use of grounds and green space in student life as measured by outdoor space usage annually.

**Annual Report.** The Charter School will file an Annual Report with the Authorizer and the Education Commissioner that is consistent with the provisions of the Charter School Law at 124D.10, subd.14, and that contains any and all information required by the authorizer and the Education Commissioner. The annual plan must include reporting on the status of professional development plans for school leaders. The Annual Report will be filed in a timely manner. The Authorizer will review and provide written comment to the Charter School Board of Directors. The Charter School will disseminate the annual report or a summary of the report to the families of the students attending the school. Exhibit J

**PUC Charter Leaderships Affinity Groups.** The Charter School agrees to participate in the

Leadership Group of PUC authorized chartered schools, which consist of representatives of all PUC authorized schools. The goal of participation is to build capacity, share information and identify resources. This service is sponsored by PUC and free of charge for the Charter School.

**Peer Review.** The Charter School agrees to participate in the PUC peer review process, which includes reviewing other PUC authorized schools and being reviewed by representatives from PUC authorized schools. Review can take place annually or pursuant to special circumstances.

**Adequate Yearly Progress.** If the school is receiving Title I funding and has not made Adequate Yearly Progress pursuant NCLB, as determined by the Commissioner of Education, the Charter School must develop and implement a school improvement plan (SIP). The SIP must include a description of the school's plan to implement any of the responsive and/or corrective requirements of NCLB in the following school year. The SIP will be submitted to the Authorizer and the Minnesota Department of Education with either the annual report or on a timeline agreed to by the Charter School and the Authorizer. The Authorizer will review and comment on the SIP. The Charter School will provide the Authorizer with the Commissioner of Education's review and comment to its SIP.

## SECTION 5. OPERATING REQUIREMENTS

### Governance

- (a) **Board of Directors.** The Charter School will be governed by a Board of Directors. The Charter School will file changes in the membership of the Charter School Board with the Authorizer. Prior to the time such persons are seated as members of the Charter School Board; the Charter School will conduct a criminal background check identical to those required by Minnesota Statutes 123B.03, subd.1. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background check and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. The Charter School Board will certify to the Authorizer that background checks have been completed. The Charter School Board will certify to the Authorizer that Conflict of Interest Disclosure forms have been completed by each board member.
- (b) The Charter School Board will implement a school management and administration plan, or strategic plan, for the school that will be implemented by school leadership and reviewed annually by the board.

**Powers.** The Charter School Board will provide leadership including, but not limited to, long range planning and goal-setting for the Charter School consistent with the school's approved mission; holding the Charter School accountable for meetings its goals; and overseeing and approving an annual budget.

- (c) **Charter School Board Election.** Charter School Board elections will be conducted as provided in the Charter School Law. Election must be held during the school year with 30 day notice to all voting members. All school staff and parents/guardians of students attending the school are voting members of school board elections, unless otherwise specified by the bylaws. The Charter School will provide the Authorizer with the school policy for recruitment, nominations and elections as requested.

- (d) **Open Meeting Law.** All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law.
- (e) **Frequency of Meetings.** The Charter School Board will meet as provided in the bylaws. The School Board will provide the Authorizer with the board calendar each year by October 1.
- (f) **Board Packets.** A board packet, including the agenda, previous months minutes, director's report, related documents, and monthly financials will be distributed to all Board members, the Charter School leadership, and the Authorizer at least five days prior to each school board meeting. At the request of the Authorizer, the Charter School Board will provide the Authorizer an opportunity to address the Charter School Board regarding matters determined by the Authorizer. School Board approved minutes are due the last day of each month for the previous months board minutes.
- (g) **Board Orientation.** The Board of Directors will institute an orientation process for bringing on new members that will include: 1) orientation of the role of the Authorizer, 2) the contract 3) academic and nonacademic goals, 4) and the authorizer's oversight plan. Orientation of new board members will be documented and may be subject for review.
- (h) **Board Training.** The Charter School Board will participate in training regarding board governance, finance and operations as required by law and as reasonably required by the Authorizer. If training is required beyond State mandated training, the Charter School Board will submit its plan for training and attendance to the Authorizer. The Charter School Board will provide evidence annually of training in board governance, finance and operations. All board members must receive mandated training from a Minnesota Department of Education approved trainer as outlined in law after being elected. The board training for each member shall be documented in board minutes and in the annual compliance report submitted to the Authorizer.
- (i) **Signed Assurances.** All Charter School board members shall sign assurances attached as Exhibit I, agreeing to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools.

### Charter School Leadership

- (a) **School Leader(s) Review.** The Charter School Board will institute a review process, including timelines and written criteria for the school leader(s). The Authorizer will review the evaluation process annually. Exhibit J.
- (b) **Authorization of Employment.** The Charter School Board will employ and contract with necessary teachers, as defined by the Minnesota Statutes 122A.15, subd.1, who hold valid teaching licenses issued by the state to perform the particular service for which they are employed at the school. The Charter School Board will provide an affidavit of assurance that all teachers hold valid teaching licenses for the particular service for which they are employed. The Charter School Board will provide an affidavit of assurance to the authorizer to certify that background checks have been completed and it will be documented in the board minutes. The Charter School Board will also document in the board minutes approval of all new hires, terminations, and/or layoffs.

- (c) **Non-Licensed Personnel.** The Charter School or its delegates may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching, and may contract for other services. The Charter School Board will provide an affidavit of assurance to the authorizer to certify that background checks on non-licensed personnel have been completed.
- (d) **Collective Bargaining.** If the employees of the school choose to engage in collective bargaining, the school will comply with Minnesota Statutes Chapter 179A, the Public Employment Labor Relations Act (“PELRA”).
- (e) **Leadership Development Plan.** The Charter School Board must approve qualifications for supervisory and instructional personnel for hiring and managing performance. There has to be a professional development plan, approved by the board, for school leaders (any persons who have an administrative, supervisory, and/or instructional position). The professional development plan for each school leader must be approved and the approval documented in the board minutes.

### Admissions

- (a) **Limits.** The Charter School may not limit admissions to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admissions on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A. The Authorizer will review admission policies and application annually.
- (b) **Applications.** The Charter School will enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of the program, class or grade level. In such cases, selection shall be by lottery pursuant to the Charter School Law, Minnesota Statutes 124D.Subd. (9), (10). A student continuing for the next year will remain enrolled for the next year without application.
- (c) **Sibling Preference.** Priority for enrollment shall be given to a sibling of an enrolled pupil and to a foster child of that pupil’s parents and may be given for enrolling children of the school’s teachers before accepting other pupils by lottery.
- (d) **Non-Sectarian Operation.** The Charter School will be non-sectarian in its program, admission policies, and employment practices, and for all other purposes.
- (e) **Tuition and Fees.** The Charter School will not charge residents of Minnesota tuition for admission to the school. The school may impose fees and require payment of expenses for activities of the Charter School where such fees and payments are not prohibited by applicable law. The Charter School will comply with Minnesota’s Public School Law, Minnesota Statutes 123B.34-39.
- (f) **Home School Students.** The Charter School will not be used as a method of generating revenue for students who are being home schooled pursuant to Minnesota Statutes 120A.22.

## SECTION 6. PROGRAM AND FINANCIAL REPORTING RESPONSIBILITIES

### Reporting to the Authorizer

- (a) **Reports.** The Charter School will file reports with the Authorizer regarding the program and financial status of the school. The Authorizer will provide a timeline for these reports.
- (b) **Enrollment Data.** The School Board will report enrollment data on October 1 annually.
- (c) **Financial Reports.** The Charter School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The Charter School will also provide the Authorizer monthly reports of the financial status of the school.
- (d) **School Board Report.** The School Board will provide the following to the Authorizer by July 15 of each year:
  - 1) PUC Board performance evaluation
  - 2) Board goals including outcomes and indicators
  - 3) Board Calendar w/keys dates
  - 4) Director/Leadership Evaluation process
  - 5) Budget approval date
  - 6) Contract Renewal Dates
  - 7) Annual Meeting
  - 8) School Board Election
  - 9) By-Laws
  - 10) School Calendar
  - 11) Student Academic Data in compliance with Minnesota Government Data practices Act.
  - 12) Discipline Report
  - 13) Attendance Rate
- (e) **Access to Information.** The Charter School will provide the Authorizer with and permit prompt and reasonable access to any data that is not classified as by MN Statute 13.03 as being private or confidential. Any requested information by the Authorizer will be in compliance and allowed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- (f) **Violations of Law.** The Charter School will promptly notify the Authorizer of all complaints or allegations of a violation of state or federal law or regulations committed by the Charter School, its employees or agents, unless such reporting would be in non-compliance with a state or federal law.

### Other Compliance Reporting

- (a) **UFARS and MARSS.** The Charter School will utilize the UFARS financial accounting principles and MARSS student accounting requirements.

- (b) **Audits.** The Charter School will comply with the same financial audits, audit procedures, and audit requirements of school districts required in Minnesota Statutes 123B.75-.83. The Charter School will be audited annually by a public accounting firm hired by the Charter School Board and the annual audit will be submitted to the Authorizer and the Minnesota Department of Education no later than December 31 of each year. The Charter School will make available for review by the Authorizer all financial records at such times as requested by the Authorizer.
- (c) **Creditors.** The Charter School will pay all creditors within 30 days of receipt on an outstanding invoice, pursuant to the State's prompt payment law, Minnesota Statutes 16A.124, subd.3. If the Charter School has any payments to creditors for which there is an outstanding amount owing of over 60 days, the Charter School will provide the Authorizer a written statement explaining the reasons for the delay and a proposal for payment of the outstanding amount owing.
- (d) **Transportation.** Transportation for students enrolled at the Charter School will be provided in accordance with the Application, unless otherwise modified by the Charter School consistent with the Charter School Law as it relates to student transportation.
- (g) **Health and Safety and Welfare.** The Charter School will comply with the same health and safety requirements as a school district. Minnesota Statutes 124D.10, subd. 8.
- (h) **Immunizations.** The Charter School will comply with Minnesota Statutes 121A.15, requiring proof of student immunization, including Immunization against Measles, Rubella, Diphtheria, Tetanus, Pertussis, Polio, Mumps, and Haemophilus Influenza Type B and Hepatitis B.
- (i) **Human Rights.** The School will comply with the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, and education, and will comply with Minnesota Statutes 121A.04 which requires equal opportunity for members of both sexes to participate in School Athletic programs.
- (j) **Student Dismissal.** The School will comply with the Minnesota Pupil Fair Dismissal Act. Minnesota Statutes 121A.40-.56. Prior to enrolling students, the Charter School Board shall adopt a discipline policy and procedure consistent with MPFDA.
- (k) **Insurance.** Notwithstanding anything to the contrary in this agreement, the Charter School will be considered a school district for the purposes of tort liability under Minnesota Statutes Chapter 466. **Exhibit L.** The School will acquire and maintain the insurance coverage required by the State of Minnesota. The authorizer will be named as additional insured on such policies. The School agrees to provide the authorizer with certificates of insurance at least annually or as otherwise requested by the authorizer.
- (l) **Assumption of Liability.** The School and the Charter School Board accept liability for all actions arising out of, or in any manner connected with, the School's operations.
- (m) **Other Reports.** The Charter School and the Authorizer will file all other reports with the Commissioner of Education consistent with the procedures established by the Minnesota Department of Education.

## Authorizer Duties

- (a) **Performance evaluation and expectations process and plan.** The Authorizer will implement a plan to provide oversight to determine whether the Charter School is complying with the terms of this Agreement and meets its responsibilities pursuant to the law. **Exhibit H.** The Authorizer will use the following criteria in determining the Charter School's overall school performance and compliance with the Agreement:
- 1) **Program Model Implementation.** The Authorizer will evaluate whether the Charter School has complied with the terms of this Agreement regarding the implementation of the Charter School's design pursuant to the Application submitted to the Authorizer and the Department of Education.
  - 2) **Governance.** The Authorizer will evaluate whether the School Board is performing its governance responsibilities.
  - 3) **Mission, Vision and Strategic Direction** – The Authorizer will ensure that the mission, vision and strategic direction of the Charter School are guiding school operations and decisions. Further, the School Board shall ensure that the school leadership and school community are focused on the strategic direction and long range plans for achieving the mission and fulfilling the vision.
  - 4) **Academic Achievement:** The Authorizer shall ensure that the programs of the Charter School meet student needs and contribute to the academic achievement and success of students including positive student and family achievement.
  - 5) **Financial oversight and management:** The Authorizer shall ensure that the Charter School implements financially solvent practices, sound financial management and allocates resources to achieve the mission, vision, and goals of the school.
- (b) **Focus and Operations-** The Authorizer shall ensure that the Charter School operate in a manner that ensures effective governance and decision making processes. The Charter School Board shall authorize and delegate to the Executive Director, administrative team and/or leadership team the authority to manage operational affairs of the Charter School; the School Board shall ensure that the Charter School has effective administrative leadership and an effective management and administration plan for the school to manage the operations of the school; the School Board shall also ensure that the Charter School culture is conducive to fulfilling the mission of the school; the School Board promotes the interests of the Charter School in the state and federal legislative processes.
- (c) **Student and school performance.** The Authorizer will evaluate whether the performance of the students and the Charter School meet the expectations as provided in Section 4.
- (d) **Finance.** The Authorizer will evaluate whether the Charter School is using its resources in compliance with the law and is engaging in adequate fiscal planning in future years.
- (e) **Operation of the Charter School.** The Authorizer will evaluate whether the Charter School

is meeting the administrative requirements of the Charter School Law.

- (f) **Liaison.** The Authorizer will designate a liaison for the Charter School and will inform the school if the Liaison changes.
- (g) **District Fees.** The District shall annually assess the Charter School a fee according to maximum amount allowed by Minnesota Statute 124D. 10, including a fee for the pre-operational planning period as allowed. The Charter School shall pay the District each year the greater of the following:
  - 1) The basic formula allowance for that year; or
  - 2) The lesser of:
    - i. The maximum fee factor times the basic formula allowance for that year; or
    - ii. The fee factor times the basic formula allowance for that year times the Charter School's adjusted marginal cost pupil units for that year.

## SECTION 7. TERMINATION OF CONTRACT BY AUTHORIZER

### Grounds for nonrenewal of contract

- (a) The Authorizer may elect not to renew this Agreement at the end of the contract term, for cause, as defined in the Charter School Law, Minnesota Statutes 124D.10, subd.23. The Authorizer also may unilaterally terminate this Agreement during the term of the contract, for cause, pursuant to Minnesota Statutes 124D.subd.23. The grounds for non-renewal or termination for cause include:
  - 1) Failure to meet the requirements for pupil performance contained in the contract;
  - 2) Failure to meet generally accepted standards of fiscal management;
  - 3) Violations of law; or
  - 4) Other good cause shown.
- (b) **Notice to School.** At least 60 days before not renewing or terminating a contract, the Authorizer shall notify the School Board of the Charter School of the proposed action, in writing. The notice shall state the grounds for the proposed action. The notice shall state that the Charter School Board may request, in writing, an informal hearing before the Authorizer within fourteen (14) days of receiving notice of non-renewal or termination of the Agreement.
- (c) **Board's Response.** Within fifteen (15) business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within 15-business days shall be treated as acquiescence to the proposed non-renewal or termination.
- (d) **Schedule for Hearing.** Upon receiving a timely written report for a hearing, the Authorizer shall give notice to the Charter School Board of the hearing date within 10 business days. The Authorizer shall conduct an informal hearing before taking final action.

- (e) **Authorizer Decision.** The Authorizer shall take final action to renew or not renew the contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.. This final action will be in writing and will be provided to the Charter School Board. A copy will be filed with the Commissioner of Education.
- (f) **Orderly Closing** If this Agreement is terminated or not renewed based on the criteria in section 8 above, the Charter School will be dissolved according to the applicable provisions of Minnesota Statutes Chapter 308A and 317A, except when the Commissioner of Education approves the decision of a different eligible Authorizer to Authorize the Charter School. It shall be the responsibility of the Charter School Board to ensure the orderly dissolution in compliance with Minnesota Law. The Charter school Board shall be responsible for the following:
- 1) Notifying the Authorizer and the Commissioner of the Minnesota Department of Education of the impending dissolution and providing a plan for the orderly closing which shall include but is not limited to :
  - 2) The timely notification of parents or eligible students of the closure;
  - 3) a description of how the educational records of the students will be secured and transferred to the resident districts of the students;
  - 4) detailed procedures for how it will closes its financial operations;
  - 5) filing the notice of intent to dissolve with the Minnesota Secretary of State;
  - 6) collect and make provisions for the collection of debts due and owed to the Charter School;
  - 7) paying or making provision to pay debts, obligations and liabilities of the Charter School according to their priorities;
  - 8) planning the sale, lease, transfer or otherwise disposal of all or substantially all of the property and assets; and ;
- (g) **Distribution of Property upon Dissolution. In the event of dissolution of the School** all property that has been leased, borrowed, or contracted for use, will be promptly returned to those organizations or individuals for which the Charter School has obtained the materials pursuant to Minnesota Statute 317A.735 or other applicable provision; and.
- All property that has been purchased by the Charter School will remain its own property. In the event of subsequent dissolution of the Charter School, property purchased with federal funds must be handled according to applicable state and/or federal guidance. After all financial obligations are met; the remaining property will be distributed consistent with applicable charter school and non-profit law.
- (j) **Property Owned by Teachers or Staff.** All property personally and/or individually owned by licensed teachers or staff employed by the school will be exempt from distribution of property and will remain that property of the individual teachers or staff.

## SECTION 8. NONRENEWAL AND VOLUNTARY TERMINATION OF CONTRACT

### Non-renewal and Voluntary Termination.

- (a) **Voluntary nonrenewal.** If at the end of the Agreement, either party wants to voluntarily non-renew or terminate the Agreement, a change in authorizers is allowed if the Commissioner of Education approves the decision of a different eligible authorizer.
- (b) **Notice.** The party intending to terminate the contract must notify the other party and the Commissioner of Education of its intent at least 90 days before the date on which the contract ends.
- (c) **Information to New Authorizer.** The Authorizer must inform the different eligible authorizers about the fiscal and student performance of the school as required by Minnesota Statutes 124D.10m subd. 23(c).
- (d) **Not for Cause.** The voluntary transfer of Authorizer under Section 9 of this Agreement is not considered to be a termination or non-renewal for cause as defined in Section 8 of the Agreement.
- (e) **Dissolution.** If no different eligible authorizer is approved by the Commissioner of Education, the Charter School must be dissolved according to applicable state and federal laws and the terms of the Agreement.

## SECTION 9. GENERAL TERMS

**Amendments.** This Agreement may only be amended by written agreement executed by both parties.

**Authorizer Authority.** Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, and power, administrative or financial responsibility over the Charter School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future.

**Indemnification.** The Charter School assumes full liability for its activities and indemnifies and holds harmless the Authorizer, its officers, agents and employees from any suits, claims, or liability arising under this Agreement. The Charter School agrees not to sue the Authorizer or any of its representatives for any matters under this Agreement. The Charter School and Authorizer acknowledge and agree that the Authorizer, the Authorizer's Board members and employees, are immune from civil and criminal liability with respect to all activities related to the Charter School pursuant to the Charter School Law, Minnesota Statutes 124D.10, subd.25 and nothing in this Agreement is intended to affect such immunity.

**Severability.** If any provision in the Agreement is held to be invalid or unenforceable, it will be effective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Agreement.

**Contract Language.** In the event that there is inconsistency or dispute between the provisions in the application and this Agreement, the provision of the Application shall be followed.

**Non-agency.** It is understood that the Charter School is not the agent of the Authorizer.

**General Compliance and Assurances.** The Charter School and the Authorizer agree to comply with all applicable laws including, but not limited to, the Charter School Law. In addition, the Charter School and Authorizer assure that they are eligible entities pursuant to the Minnesota Charter School Law.

**Governing Law.** This Agreement shall be governed by, subject to and construed under the laws of the State of Minnesota without regard to its conflicts of laws provisions.

**Dispute Resolution.** If a minor violation or dispute arises between the parties relating to the interpretation or performance of this Agreement, designated representatives of each party who shall have the authority to resolve the dispute shall attempt in good faith to negotiate or mediate a resolution of the dispute. Notwithstanding anything to the contrary in this paragraph, both parties shall continue to perform their obligations under this Agreement in good faith during the resolution of such minor dispute, unless and until this Agreement is terminated in accordance with the provisions hereof.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the effective date hereof:

**PILLSBURY UNITED COMMUNITIES:**

By: (b)(6)  
Name: (b)(6)  
Title: President & CEO

**ATTEST:**

By: (b)(6)  
Name: NEDY WINDHAM  
Title: Co-Board Chair

**Sojourner Truth Academy**

By: (b)(6)  
Name: Jennifer Mitchell  
Title: Board Secretary

**ATTEST:**

By: (b)(6)  
Name: Theresa Lecher  
Title: Board Treasurer

### Charter School Agreement: Exhibit List

- Exhibit A. Minnesota's Charter School Law
- Exhibit B. Approved Charter School Application
- Exhibit C. Authorizers Vision and Mission Statement
- Exhibit D. School Purpose
- Exhibit E. Articles of Incorporation
- Exhibit F. Charter School Board By-Laws
- Exhibit G. Authorizers School Review Process
- Exhibit H. Performance Evaluation and Expectations
- Exhibit I. Board Assurances
- Exhibit J. Accountability Plan (annually)
- Exhibit K. Commissioner Approval Letter
- Exhibit L. Insurance Requirements
- Exhibit M. Academic Goals

**CHARTER SCHOOL CONTRACT BETWEEN  
HMONG COLLEGE PREPARATORY ACADEMY AND  
CONCORDIA UNIVERSITY, ST. PAUL**

**July 1, 2011 – June 30, 2016**

This Contract is entered into by and between Hmong College Preparatory Academy (District 4103) and the CHARTER SCHOOL ADVISORY COUNCIL, CONCORDIA UNIVERSITY, ST. PAUL, hereinafter referred to as the AUTHORIZER. Hmong College Preparatory Academy is a Minnesota nonprofit corporation under Minnesota Statutes chapter 317A, as more specifically identified in Minnesota statute at <https://www.revisor.mn.gov/statutes/?id=317A>. This Contract shall be effective from the date of approval by Hmong College Preparatory Academy, the AUTHORIZER, and the Minnesota Commissioner of Education (hereinafter the COMMISSIONER) or the Minnesota Department of Education.

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented charter school under Minnesota Statute 124D.10 (as amended through 2011) at <https://www.revisor.mn.gov/statutes/?id=124D>; NOW, THEREFORE, IT IS AGREED:

**1. PURPOSE**

The purpose of this Contract is to reauthorize and permit the Board of Directors of Hmong College Preparatory Academy to continue to manage a results-oriented charter school consistent in all respects with Minnesota Statute 124D.10 at <https://www.revisor.mn.gov/statutes/?id=124D> and with the provisions of the “Charter School Proposal: Hmong College Preparatory Academy” and “Bylaws of Hmong College Preparatory Academy” (Attachment A).

Note: Attachment A is attached to this Contract and incorporated herein by reference. If any provision in Attachment A is inconsistent with this Contract, the provisions of this Contract shall prevail.

1.1 The overall purpose of Hmong College Preparatory Academy is to provide an educational program for its students in order to:

**1. Improve pupil learning and student achievement:**

Through the recruitment, identification, and training of highly qualified teachers and support staff, Hmong College Prep Academy will continue to provide a rigorous, sustained professional development program, The System for Teacher and Student Advancement Program (TAP). The focus of this program, all software and hardware, ELL and Special Education programs, all entitlement and competitive grant funding focus on closing the achievement gap of our K-12 population of students. First we begin with trend achievement data, second, teachers analyze the data to determine best practices and strategies to improve learning, and third, yearlong formative assessments are compared to NWEA and MCA outcomes to determine if all staff and programs are congruently working towards the same goal for individual students, classrooms, grade levels, and district wide attainment

**2. Increase learning opportunities for pupils;**

Learning opportunities for all pupils will be increased in the following ways:

- Maintain the direct connection between the MN content standards and instruction
- Maintain the direct connection between pedagogy and MCA test items
- Maintain extended school day opportunities for all students to engage in both remedial and enrichment activities after the regular school day

- Maintain extended school year opportunities for all students to engage in both remedial and enrichment activities after the regular school year, during the summer months
- Maintain additional opportunities for students to receive remedial support in additional classes during the school day to gain skills needed to meet Proficiency on the MDE state tests
- Maintain opportunities for students to complete needed classes by using the NOVA computer program provided by the school
- Maintain connections with universities, colleges, and business organizations to allow students to make appropriate decisions concerning life after high school

### **3. Encourage the use of different and innovative teaching methods;**

This past year, Hmong College Prep Academy implemented the System for Teacher and Student Advancement Program (TAP) for all K-12 teachers. HCPA teachers applied for Mentor positions and were selected through a dynamic, rigorous process by the Leadership Team. Once selected, the Mentors began a strenuous training program provided by the TAP representatives, MDE, and the National Conference in LA., CA. The TAP program will continue to be improved and include additional teacher-leaders as they are identified.

### **4. Measure learning outcomes and create different and innovative forms of measuring outcomes;**

HCPA has installed the data program INFORM to warehouse all student data from the NWEA, MCA's and classroom grades. The program will allow teachers to follow trends in individual student achievement and to develop realistic learning goals and strategies for individual students. Also, the NWEA results are gathered 3 times per year for grades K-6 and 2 times per year for grades 7-12. The teachers are provided data retreats before school begins and during the school year. Additionally, data is the center of the PLC meetings and teachers must determine an achievement goal for their grade level/content area.

### **5. Establish new forms of accountability for schools; and**

The administration, the Leadership Team, the Teacher Leadership Team (TLT), Master, Mentor and Career Teachers are accountable to complete the following:

- Learn and understand the components of TAP
- Visit or collaborate with one or more TAP schools
- Develop a budget for the costs associated with the TAP (align cost to existing positions or programs)
- Develop ground-level support for the program including all teachers, the governing board members, and the larger community

Additional areas that were addressed by the stakeholders:

- Determine staffing ratios for master and mentor teachers
- Develop master/mentor TAP job descriptions
- Develop and implement timeline for implementation, monitoring and assessing the program
- Hold open discussions with stakeholders
- Reconfigure the staff

### **6. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.**

The TAP program provides the following guidelines for Career (regular) Teachers

- Attend TAP cluster meetings and participate in follow up classroom based support
- Collaborate with colleagues to construct benchmark (Standards' objectives that are tested at the state level) lessons and assessments
- Develop a yearly portfolio of work (e.g., samples of student work with teacher analysis, lesson plans)
- 1 to 5 hours per week of professional growth during the regular school day

**7. Describe how the school will provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65.**

Hmong College Prep Academy will provide special instruction and service for children with a disability per the following guidelines:

- Implement the child find process to identify new and incoming students already receiving special education services from previous schools
- regularly review and identify new and current enrolled students that exhibit the need to be referral to Student Support Team (SST)
- regularly monitor the Student Support Team and work with parents/teachers to identify students that need to be referral to the special education program
- regularly monitor the Child Study Team (CST) to ensure that all students with disabilities are being met
- provide special education services that meet the needs of students with disability according to their Individual Learning Plan
- regularly meet with IEP team and parents to review students annual Individual Learning Plan (IEP) and conduct evaluations and re-assessments according to the state and federal timeline.

Note: Attachment A is attached to this Contract and incorporated herein by reference. If any provision in Attachment A is inconsistent with this Contract, the provisions of this Contract shall prevail.

1.2 Hmong College Preparatory Academy shall be nonsectarian in its programs, admission policies, employment practices, and all other purposes.

1.3 Hmong College Preparatory Academy will not charge tuition to Minnesota residents for admission to the school or for any curricular – co-curricular services provided through the school.

1.4 Hmong College Preparatory Academy shall not be used as a method of providing education or generating revenue for students who are being home schooled as that term is defined in Minnesota Statutes 120A.22 subdivision 4 at <https://www.revisor.mn.gov/statutes/?id=120A.22>.

**2. TERM OF CONTRACT AND AMENDMENT PROCEDURES**

The term of this Contract is for five (5) years, through the end of the 2015 – 2016 school year. This Contract may be terminated pursuant to paragraph 19 of this Contract.

This Contract may be amended with written agreement executed by the Boards of both parties and properly authorized. The AUTHORIZER Charter School Advisory Council shall serve as the AUTHORIZER’S Board. If the authority of Hmong College Preparatory Academy, as operator, or the AUTHORIZER, is altered by legislative act, this Contract is automatically modified to conform to the new law.

**3. LOCATION AND SCOPE OF HMONG COLLEGE PREPARATORY ACADEMY**

3.1 Hmong College Preparatory Academy will be located at its current site 1515 Brewster Street, St. Paul, MN 55108.

3.2 The AUTHORIZER and the COMMISSIONER must approve any request by the Board of Directors to change the school’s location, expand the operation of the school to additional sites, or add grades at the school beyond those described in the AUTHORIZER’S original affidavit as approved by the COMMISSIONER. Requirements are outlined in Minnesota Statute 124D.10.

3.3 The school program and the specific academic and nonacademic outcomes that pupils must achieve are:

Student achievement levels based on state content and performance standards

**For the term of the contract (2011-2016) each year HCPA will meet specific measureable, attainable, and reasonable goals for the NWEA fall to spring test, focusing on those students that attend HCPA from the first day through the last day of school each year:**

**Each Year 2011-2016**

**Academic Goal #1**

1. 77% of Kindergarten -12<sup>th</sup> grade students enrolled with HCPA from the first day of school to the last day of school and have taken both the fall and spring administration of the NWEA MAP Assessment will demonstrate at least one year’s growth in reading.

**\*2010-2011 NWEA Reading Results:** Students in grades K, 4-7 and 9-10 successfully made their goals of one year’s growth from fall to spring. Students in grades 1-3, 8, and 11-12 did not reach the goal of one year’s growth in reading

2. 85% of Kindergarten -12<sup>th</sup> grade students enrolled with HCPA from the first day of school to the last day of school and have taken during both the fall and spring administration of the NWEA MAP Assessment will demonstrate at least one year’s growth in Math.

**\*2010-2011 NWEA Math Results:** Students in grades 1-8 and 11 successfully made their goals of one year’s growth from fall to spring. Students in grades 9, 10, and 12 did not reach the goal of one year’s growth in math

**Each year 2011-2016**

**Non-academic Goal #1**

1. Of those Kindergarten – 12th grade students who remain with HCPA from the first day of school to the last day of school, the attendance rate will be sustained at 93% - considering enrollment increases of at least 50 new students annually. Special focus on increasing attendance of students who are traditionally truant

**Annual Non-academic Goal #2**

2. Postsecondary readiness: the percentage of students who take the ACT and SAT college entrance examinations will increase from 67% of 2011 to 69% in 2012 and include the majority of eligible students

School Year	% Total of 11 <sup>th</sup> and 12 <sup>th</sup> Grade Students taking the ACT or SAT
2006-2007	18.5%
2007-2008	19.4%

2008-2009		27.8%
2009-2010		33.4%
2010-2011		67.0%
<b>2011-2012</b>	<b>prediction</b>	<b>69.0%</b>
<b>2012-2016</b>	<b>prediction sustain</b>	<b>70.0+ %</b>

#### 4. GOVERNANCE, MANAGEMENT, AND ADMINISTRATION

The board of Hmong College Preparatory Academy shall prepare and maintain a governance plan under which it will operate. This governance plan will address and take into consideration the means by which the school will be managed and there will be a plan for the administration of the school. The governance plan shall contain specific language describing the board's delegation of authority to the school's Executive Director for the management and administrative plans of the school. These plans will be reviewed by the AUTHORIZER. Changes to any of these plans shall be reviewed with the AUTHORIZER prior to implementation.

4.1 Hmong College Preparatory Academy shall be exempt from all Minnesota statutes and rules applicable to a school, a school board, or a school district, except as provided by Minnesota statutes or as otherwise provided in this Contract.

4.2 Hmong College Preparatory Academy shall be operated by a Board of Directors elected in accordance with policies and procedures set forth in Attachment A and in agreement with Minnesota Statute 124D.10 (as amended through 2011) at <https://www.revisor.mn.gov/statutes/?id=124D>.

4.3 The Hmong College Preparatory Academy Board of Directors shall be composed of at least five nonrelated members and include: (i) at least one licensed teacher employed at the school or a licensed teacher providing instruction under a contract between the school and a cooperative; (ii) the parent or legal guardian of a student enrolled in the school; and (iii) an interested community member who is not employed by the school and does not have a child enrolled in the school. The Board may be a teacher majority Board composed of teachers described in this paragraph. The Chief Financial Officer and the Chief Administrator are ex-officio nonvoting Board members. Staff members employed at the school, including teachers providing instruction under a contract with a cooperative, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's Board of Directors. Eligible voters must be notified of all school board elections at least 30 days before the election. In the event that the number of Board members drops below 5, or each of the three constituencies is not represented, the Board shall, within 30 days, identify, interview and determine the appropriateness of a candidate to serve and approve a candidate by Board action to serve as an interim Board member until the next election.

4.4 Every Board member shall attend Minnesota Department of Education approved training on Board governance, the Board's role and responsibilities, employment policies and practice, and financial management. A Board member who does not begin the required training within six months of being seated and complete the required training within 12 months of being seated on the Board is ineligible to continue to serve as a Board member. Copies of training certificates or other documentation showing Board member completion of COMMISSIONER approved training shall be sent to the AUTHORIZER.

4.5 Meetings of the Hmong College Preparatory Academy Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes section 471.705 and chapter 13D Open Meetings Laws at <https://www.revisor.mn.gov/statutes/?id=13D>. Further, the school must make available in a timely fashion the minutes of meetings of the Board of Directors along with a copy of all printed or electronic materials presented, distributed or discussed at meetings, and of members and committees having any Board-delegated authority; also, financial statements showing all operations and transactions affecting income, surplus, and deficits during the school's last annual accounting period; and a balance sheet summarizing assets and liabilities on the closing date of the accounting period. The school must post on its official website information identifying the AUTHORIZER

and indicate how to contact the AUTHORIZER and include that same information about the AUTHORIZER in other school materials that it makes available to the public.

4.6 Members of the Hmong College Preparatory Academy Board are required to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools and to submit signed agreements as an Assurance and Certification of such using MDE Form #4 – Attachment B.

4.7 Hmong College Preparatory Academy shall comply with the Minnesota Statutes chapter 179A, the Public Employee Relations Act (PELRA) at <https://www.revisor.mn.gov/statutes/?id=179A>.

4.8 Hmong College Preparatory Academy Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes 122A.15 subdivision, 1, at <https://www.revisor.mn.gov/statutes/?id=122A.15>, who hold valid licenses to perform the particular service for which they are employed at Hmong College Preparatory Academy.

4.9 Teachers employed by Hmong College Preparatory Academy shall be treated as public school teachers for the purposes of Minnesota Statutes chapters 354 and 354A at <https://www.revisor.mn.gov/statutes/?id=354> and <https://www.revisor.mn.gov/statutes/?id=354A>.

4.10 The Hmong College Preparatory Academy Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

4.11 The Hmong College Preparatory Academy Board of Directors may discharge teachers and non-licensed employees.

4.12 The Hmong College Preparatory Academy Board of Directors shall decide matters related to operation of Hmong College Preparatory Academy, including, but not limited to, staffing, budgeting, curriculum, and operating procedures.

4.13 Hmong College Preparatory Academy shall have all powers, duties and responsibilities provided by law to a results-oriented charter school.

4.14 Hmong College Preparatory Academy shall abide by all applicable federal laws, statutes and regulations not exempted in paragraph 4.1.

4.15 Hmong College Preparatory Academy shall conduct background checks on all employees in accordance with Minnesota Statutes section 123B.03 at <https://www.revisor.mn.gov/statutes/?id=123B>.

4.16 The board of directors shall establish a management and administrative plan which includes the roles and responsibilities of the administrator of the school.

4.17 The board of directors shall establish qualifications for persons that hold administrative, supervisory, or instructional leadership roles. The qualifications shall include at least the following areas:

- **human resource and personnel management;**
- **financial management;**
- **legal and compliance management;**
- **effective communication;**

The board of directors shall use those qualifications as the basis for job descriptions, hiring, and performance evaluations of those who hold administrative, supervisory, or instructional leadership roles.

The board of directors and an individual who does not hold a valid administrative license and who serves in an administrative, supervisory, or instructional leadership position shall develop a professional development plan. Documentation of the implementation of the professional development plan of these persons shall be included in the school's annual report.

4.18 The **Superintendent** is evaluated by the governing board at least once each school year. If the board determines that the **Superintendent** must develop a professional improvement plan, the board president will work closely with the superintendent to develop the plan addressing the specific areas of needed improvement and a process for completion of the plan. Once the **Superintendent** completes the improvement plan, the board will certify that completion.

## 5. AUTHORITY OF HMONG COLLEGE PREPARATORY ACADEMY

5.1 Hmong College Preparatory Academy may exercise those powers reasonably necessary to accomplish its obligations in this Contract.

5.2 Except as stated herein or otherwise required by law, The AUTHORIZER shall have no authority, control, power, or administrative or financial responsibility over Hmong College Preparatory Academy. This clause does not prohibit the parties from contracting for any services deemed appropriate to both parties.

5.3 Hmong College Preparatory Academy may lease space from any government, public, or nonprofit, nonsectarian private organization, as it deems necessary.

5.4 Hmong College Preparatory Academy assumes full liability for its activities to the fullest extent permitted by law, and shall indemnify and hold harmless the COMMISSIONER, the AUTHORIZER, and the AUTHORIZER'S trustees, officers, agents and employees from any suits, claims, or civil or criminal liability arising or relating to this Contract, or activities of Hmong College Preparatory Academy, or from services provided by the AUTHORIZER to Hmong College Preparatory Academy including, without limiting the generality of the foregoing, such suits, claims or liabilities for which said indemnities may be liable or may be claimed to be liable. The parties recognize and agree that the COMMISSIONER, the AUTHORIZER, and the AUTHORIZER'S trustees, officers, agents and employees are immune from civil or criminal liability under this Contract under Minnesota Statutes section 124D.10, subdivision 25 at <https://www.revisor.mn.gov/statutes/?id=124D>, and this paragraph is not intended to limit or waive COMMISSIONER'S or the AUTHORIZER'S trustees, officers, agents or employees immunities under that provision or other applicable law.

## 6. PERFORMANCE INDICATORS AND EVALUATION

6.1 Hmong College Preparatory Academy will document that students are demonstrating successful progress at meeting or exceeding the Minnesota Academic Standards in accordance with the COMMISSIONER'S guidelines (section 124D.10 subdivision 10 at <https://www.revisor.mn.gov/statutes/?id=124D>).

6.2 Hmong College Preparatory Academy will identify specific and measurable outcomes pupils are expected to achieve in two academic areas and two non-academic areas related to the stated goals of the school set forth in paragraph 3.3 of this Contract. The academic outcomes will be assessed using a nationally norm referenced test (NRT) that addresses the construct of the academic area being evaluated on a fall/spring basis. The academic outcomes will rotate, covering all academic areas addressed by the Minnesota Comprehensive Assessments during the period of this Contract. The AUTHORIZER will review and approve the annual goals established by the charter of Hmong College Preparatory Academy and specific and measurable academic and non-academic outcomes related to those goals. For goals with no assessment described then common practice shall be used to assess attainment of the goal.

6.3 AUTHORIZER will require an annual report from Hmong College Preparatory Academy to determine the effectiveness of the Hmong College Preparatory Academy program in attaining the pupil outcomes set forth in the annual goals outlined in paragraph 6.2.

6.4 In the event Hmong College Preparatory Academy does not meet the student growth specified in the annual goals each year, Hmong College Preparatory Academy shall develop a Site Improvement Plan (SIP) which addresses how improvement will be made and how the specified growth targets will be met. If the criteria specified in the improvement plan are not attained consistent with the timeline in the approved SIP, the AUTHORIZER will assess the performance and determine whether to terminate its authorization or to extend the charter improvement process.

6.5 AUTHORIZER will conduct a “Charter School Review” prior to the end of any contract. This review will follow the steps outlined in CSPCSAC standard operating procedure “School Performance Assessment Standard Operating Procedure.” This procedure requires a self-study to be conducted by the school’s administration according to a review template provided by the AUTHORIZER. Such completed self-study shall be submitted to the university according to the provided timeline. Submission of the self-study shall be followed by a site visit by representatives of the AUTHORIZER. The university will file a final report related to the review with the Minnesota Department of Education. An “Actions Needed” section will be included in the final report by the university. At the completion of the process, the AUTHORIZER shall determine whether or not it will continue as the AUTHORIZER for the school as stated in paragraph 19.

6.6 Hmong College Preparatory Academy agrees to fully implement the “Actions Needed” section of the AUTHORIZER’S “Charter School Review” consistent with the timelines specified in the corresponding report.

6.7 The methods for evaluating the performance of Hmong College Preparatory Academy for the purpose of determining renewal of this agreement will follow procedures described in the Concordia University St. Paul, Charter School Authorizing Policy and Operations Manual.

6.8 The AUTHORIZER will assign a Charter School liaison to Hmong College Preparatory Academy. This individual will be the principal contact between the school and the AUTHORIZER. The charter school liaison will monitor the governance, fiscal and student performance of Hmong College Preparatory Academy consistent with 124D.10 subdivision 15. The AUTHORIZER will evaluate the performance of the school as described in the Concordia University St. Paul, Charter School Authorizing Policy and Operations Manual.

## **7. ADMISSIONS REQUIREMENTS**

7.1 Hmong College Preparatory Academy is open to all students in grades kindergarten through 12 and shall not charge tuition.

7.2 Hmong College Preparatory Academy shall enroll any eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, or grade level, or building. In this case, pupils must be accepted by lot. Hmong College Preparatory Academy must develop and publish a lottery policy and process that it must use when accepting pupils by lot. A student continuing for the next year will be re-enrolled for the next year without re-application.

7.3 Hmong College Preparatory Academy shall give preference to a sibling of an enrolled pupil and to a foster child of that pupil’s parents and may give preference for enrolling children of the school’s teachers before accepting other pupils by lot.

7.4 Hmong College Preparatory Academy may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

7.5 Hmong College Preparatory Academy shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in the school.

## **8. FINANCIAL MANAGEMENT**

8.1 Hmong College Preparatory Academy will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All financial records will be audited annually by a public accounting firm engaged by Hmong College Preparatory Academy Board of Directors and be completed as soon as feasible following the end of each fiscal year.

8.2 Hmong College Preparatory Academy will operate following a financial management plan approved by the Board of Directors. Specific financial goals of this plan are:

Hmong College Prep Academy will operate following a financial management plan approved by the Board of Directors. Specific financial goals of this plan are:

- To regularly review our current year financial statements/situation and adjust the current year plan accordingly.
- To have a five year plan (budget model) which will allow the school to see what is required in order to achieve our long-term programmatic goals. This long-term budget model will also allow us to see the long-term financial impact of current decisions that are made.
- To maintain a solid fund balance which will enable us to continue normal operations in spite of the significant state hold back. Our current fund balance policy reflects a goal of 29% and we will regularly evaluate this percentage to ensure that it is at an adequate level compared to the state hold back.
- To run a fiscally responsible special education program using federal and state funds in an appropriate manner while fulfilling the needs of the students as dictated by their Individualized Educational Plans.

8.3 Hmong College Preparatory Academy will comply with the same financial audits, procedures, and audit requirements of school districts (Minnesota Statutes sections 123B.75 to 123B.83 at <https://www.revisor.mn.gov/statutes/?id=123B> except when deviations are necessary because of the program of Hmong College Preparatory Academy. Program, financial, and compliance audits may be conducted by the Department of Education, the State Auditor, or the Legislative Auditor at the discretion of those agencies.

8.4 Hmong College Preparatory Academy shall provide the AUTHORIZER and the COMMISSIONER with a final copy of the annual audit and any letters or memoranda from the auditor that explains or expands on the audit report. This information shall be provided within fifteen (15) days of the completion and acceptance of the annual audit.

8.5 At the AUTHORIZER'S request Hmong College Preparatory Academy will make available for review and inspection all financial records related to the operation of the school. This may include payroll reports, checking accounts, Department of Education reports and any outside contracts. On December 31 of each year, Hmong College Preparatory Academy shall certify by letter, to the AUTHORIZER, if it has any payments to creditors from whom there is an outstanding liability of over 90 days. For each unpaid creditor the Hmong College Preparatory Academy will provide the AUTHORIZER an explanation and a proposal for payment of the outstanding liability.

## **9. TRANSPORTATION**

9.1 Transportation for pupils enrolled at Hmong College Preparatory Academy may be provided by Hmong College Preparatory Academy. If Hmong College Preparatory Academy elects to provide transportation, it shall be provided as follows:

a. Hmong College Preparatory Academy shall notify the school district in which the charter school is located and the Department of Education by March 1 of each year whether it will provide transportation for pupils enrolled at Hmong College Preparatory Academy for the fiscal year. For purposes of this Contract, a fiscal year is the period from July 1 to the next June 30.

b. Hmong College Preparatory Academy shall provide transportation within said school district boundaries.

c. The Department of Education shall pay transportation aid to Hmong College Preparatory Academy according to Minnesota Statutes section 124D.11, subdivision 2 at <https://www.revisor.mn.gov/statutes/?id=124D.11>.

d. For pupils who reside outside of said school district, Hmong College Preparatory Academy is not required to provide or pay for transportation between the pupil's residence and the border of said school district.

e. Hmong College Preparatory Academy may reimburse a parent for costs of transportation from the pupil's residence to the border of said school district if the pupil is from a family whose income is at or below the poverty level as determined by the federal government. The reimbursement may not exceed the pupil's actual cost for transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

9.2 If Hmong College Preparatory Academy does not elect to provide transportation for pupils enrolled at Hmong College Preparatory Academy, transportation shall be provided by said school district according to Minnesota Statutes sections 123B.88, subd.6, at <https://www.revisor.mn.gov/statutes/?id=123B.88> and 124D.03, subdivision 9 at <https://www.revisor.mn.gov/statutes/?id=124D.03>, for a pupil residing in the same district in which Hmong College Preparatory Academy is located. Transportation provided by said school district to and from Hmong College Preparatory Academy shall be provided as follows:

a. All transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by said school district.

b. Hmong College Preparatory Academy may enter into a separate contract with a school district or private companies to receive additional transportation services for extracurricular events, field trips, and other activities.

**10. HEALTH AND SAFETY, HUMAN RIGHTS, AND STUDENT DISMISSAL GUIDELINES, HMONG COLLEGE PREPARATORY ACADEMY WILL:**

10.1 Meet the same local, state, and federal health and safety requirements of a school district;

10.2 Comply with Minnesota Statutes section 121A.15 at <https://www.revisor.mn.gov/statutes/?id=121A.15>, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilus influenza type B and hepatitis B prior to enrollment.

10.3 Comply with the Minnesota Human Rights Act, Chapter 363 at <https://www.revisor.mn.gov/statutes/?id=363> which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04 at <https://www.revisor.mn.gov/statutes/?id=121A.04>, which governs provision of equal opportunities for members of both sexes to participate in athletic programs.

10.4 Comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota statutes sections 121A.40 to 121A.56 starting at <https://www.revisor.mn.gov/statutes/?id=121A.40>. Hmong College Preparatory Academy Board of Directors shall have adopted a discipline policy and procedure consistent with the MPFDA.

10.5 Comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39 starting at <https://www.revisor.mn.gov/statutes/?id=123B.34>, which governs authorized and prohibited student fees.

10.6 Comply with Minnesota Statutes section 125A at <https://www.revisor.mn.gov/statutes/?id=125A> and section 124D.10 at <https://www.revisor.mn.gov/statutes/?id=124D.10> and rules relating to the education of pupils with a disability as though it were a school district. At such time as Hmong College Preparatory Academy has determined the number of its students who have disabilities as defined in Minnesota Statutes sections 125A.03-24 and 125A.65, Hmong College Preparatory Academy shall provide to the COMMISSIONER and the AUTHORIZER a description of the financial parameters within which Hmong College Preparatory Academy will operate to provide special education instruction and services to such children.

10.7 Parties acknowledge the provisions of Minnesota Statutes, Section 124D.10 subdivision 6(10) at <https://www.revisor.mn.gov/statutes/?id=124D.10> regarding Hmong College Preparatory Academy's obligation to provide certain data to the COMMISSIONER.

## 11. LENGTH OF SCHOOL YEAR

11.1 Hmong College Preparatory Academy shall provide instruction each year for at least the statutory minimum number of days specified by the state. If Hmong College Preparatory Academy provides its own transportation consistent with paragraph 9.1, it may set daily start and end times at its discretion. If Hmong College Preparatory Academy requests the school district to provide transportation consistent with paragraph 9.2, start and end times will be based on the transportation schedule set by the school district in which the charter school is located.

11.21 Hmong College Preparatory Academy may provide instruction throughout the year according to Minnesota Statutes section 124D.12 to section 124D.128 <https://www.revisor.mn.gov/statutes/?id=124D.12> to <https://www.revisor.mn.gov/statutes/?id=124D.128>.

## 12. INSURANCE

Hmong College Preparatory Academy agrees to obtain, maintain and pay for the following types of insurance in coverage amounts at least equal to those specified below. The COMMISSIONER and the AUTHORIZER and the AUTHORIZER'S trustees, officers, agents and employees shall be named as additional parties insured to such coverage:

A. Commercial General Liability: to include, in comprehensive form: bodily injury, premises-operations, products-completed operations, contractual, broad form property damage, and personal liability

	<u>Each Occurrence</u>
Bodily Injury and Property Damage combined	\$1 million
Personal Injury	\$1 million

B. Motor Vehicle Liability: to include all owned motor vehicles (private passenger and other than private passenger), hired and non-owned motor vehicles

	<u>Each Occurrence</u>
Bodily Injury and Property Damage combined	\$1 million

C. Educational Institution Errors and Omissions/Professional Liability: including defense and liability coverage for breaches of duty, neglect, errors, misstatements, misleading statements and omissions by an insured and including specifically liability arising out of alleged wrongful termination, discrimination or sexual harassment/sexual molestation, athletic liability, pastoral and professional counseling , corporal punishment, foreign liability incidental (schools), and medical malpractice (excess coverage)

\$500,000 when the claim is one for death by wrongful act or omission, and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009.

\$1,500,000 for any number of claims arising out of a single occurrence for claims arising on or after July 1, 2009. (Reference – Minnesota Statutes 4406.04)

D. Workers Compensation: to include coverage A – statutory (which may be satisfied by self-insurance program meeting the requirements of state law)

Coverage B	\$100,000	Each Accident
	\$500,000	Disease Policy Limit
	\$100,000	Disease – Each Employee

Note: Minnesota Charter School Law 124D.10 requires that all charter schools maintain liability insurance to the limits of state law.

E. Hmong College Preparatory Academy shall provide the COMMISSIONER and the AUTHORIZER with certificates of insurance and, if requested, policies of insurance, evidencing the issuance and maintenance of the coverage described in this paragraph. The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The COMMISSIONER and the AUTHORIZER shall have the right to review and approve the amount and terms of any deductible or coinsurance provisions. All insurers must be financially responsible.

### 13. PROPERTY OWNERSHIP

13.1 Upon termination of this Contract, and/or in the event of dissolution of Hmong College Preparatory Academy, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which Hmong College Preparatory Academy has leased or borrowed the materials.

13.2 All property which has been purchased by Hmong College Preparatory Academy will remain its own. In the event of subsequent dissolution of Hmong College Preparatory Academy, the dissolution and disposal of property will be conducted in manners provided in Minnesota Statutes 317A.

13.3 All property personally and/or individually owned by the trained and licensed teachers or staff employed by Hmong College Preparatory Academy, shall be exempted from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos, and other materials or apparatus which have been personally financed by teachers or staff.

### 14. GENERAL AUTHORITY AND IMMUNITY

Hmong College Preparatory Academy may not levy taxes or issue bonds. It shall have the right to sue or be sued. The COMMISSIONER, members of the State Board, the AUTHORIZER, members of the board of the AUTHORIZER in their official capacity, and employees of and those working under contract to the AUTHORIZER are immune from civil or criminal liability with respect to all activities related to the operation of Hmong College Preparatory Academy

## **15. DISCLAIMER**

This Contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, co-curricular or extra-curricular duties by and between any party or person referred to therein.

## **16. REPORTING**

16.1 Hmong College Preparatory Academy shall develop a reporting plan in accordance with procedures set forth in the document, "*Annual Program Evaluation and Reporting System for Charter Schools.*"

16.2 Hmong College Preparatory Academy shall provide all reports required by the COMMISSIONER.

16.3 By September 30<sup>th</sup> of each year, the AUTHORIZER will submit to the COMMISSIONER a statement of expenditures related to chartering activities during the previous school year ending June 30. A copy of the statement shall be given to Hmong College Preparatory Academy.

## **17. FEES PAID BY HMONG COLLEGE PREPARATORY ACADEMY TO THE AUTHORIZER**

17.1 Hmong College Preparatory Academy shall pay the AUTHORIZER an annual fee. The fee shall be as outlined in Minnesota Statute 124D.10 Subd.15. Fees are payable on the first business day of January, April, July and October.

## **18. CHANGE OF CHARTER SCHOOL AUTHORIZER**

18.1 Should the AUTHORIZER and Hmong College Preparatory Academy Board of Directors mutually agree to terminate or not renew this Contract, and Hmong College Preparatory Academy wishes to remain an ongoing charter school, the AUTHORIZER will notify the COMMISSIONER of the proposed changes.

18.2 If the commissioner approves the transfer to a different eligible authorizer to authorize the charter school, the AUTHORIZER will submit its intent in writing to the commissioner to mutually terminate this Contract pursuant to Minnesota Statutes, section 124D.10, subd. 23(c) (as amended through 2011). Hmong College Preparatory Academy board of directors will do the same. The AUTHORIZER will inform the new authorizer about the fiscal and operational status and student performance of the school.

## **19. NON-RENEWAL AND TERMINATION OF CONTRACT**

19.1 The AUTHORIZER may determine not to renew this Contract at the end of the term for any grounds listed hereafter in paragraph 19.6. In addition, the AUTHORIZER may unilaterally terminate this Contract during the term for any grounds listed in paragraph 19.6.

19.2 At least 60 days before not renewing or terminating this Contract, the AUTHORIZER shall notify Hmong College Preparatory Academy of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail and that Hmong College Preparatory Academy Board of Directors may request, in writing, an informal hearing before the AUTHORIZER within fifteen (15) days of receiving notice of non-renewal or termination of this Contract.

19.3 Failure by Hmong College Preparatory Academy Board of Directors to make a written request for a hearing within the fifteen (15) day period shall be treated as acquiescence to the proposed action.

19.4 Upon receiving a timely request for a hearing, the AUTHORIZER shall give notice to Hmong College

Preparatory Academy Board of Directors of the hearing date which shall occur within ten (10) business days of the date of the request for an informal hearing. The AUTHORIZER shall then conduct an informal hearing before taking final action.

19.5 The AUTHORIZER shall take final action to renew or not renew this Contract no later than twenty (20) business days before the proposed date for terminating this Contract or the end date of this Contract.

19.6 The AUTHORIZER may unilaterally determine not to renew this Contract or may terminate this Contract during the term of this Contract for these grounds:

- a. Failure to meet the requirements for pupil performance contained in paragraph 6 of this Contract;
- b. Failure to meet generally accepted standards of fiscal management;
- c. Violations of law;
- d. As provided in paragraph 18;
- e. Other good cause shown.

19.7 If the AUTHORIZER determines that this Contract will not be renewed or terminated, notice shall be sent to the Board Chair of Hmong College Preparatory Academy and the COMMISSIONER. Hmong College Preparatory Academy may wish to seek a new authorizer. The AUTHORIZER will provide support for the change consistent with paragraph 19 of this agreement.

If this Contract is terminated and Hmong College Preparatory Academy is not approved by another authorizer to continue as a charter school, Hmong College Preparatory Academy shall be dissolved according to the applicable provision of Minnesota Statutes chapter 317A at <https://www.revisor.mn.gov/statutes/?id=317A>. The charter school board will notify the school district in which the charter school is located of the charter school's closing. The charter school board will also notify parents of all students of the school's closure and make provisions to transfer all student records to each student's resident school district. The procedures for closing financial operations shall commence after student records have been transferred. The procedures will follow the requirements of Minnesota Statute Chapter 317A which ever applies to this school.

## **20. INDEMNIFICATION**

20.1 Hmong College Preparatory Academy shall indemnify the AUTHORIZER, any person working directly with or under the supervision of the AUTHORIZER, its employees, agents and officers against liabilities imposed by law caused directly from operation of the school. This indemnification does not cover liabilities resulting from a negligent or wrongful act or failure to act on the part of any indemnified party. Hmong College Preparatory Academy indemnification obligation is subject to the following conditions:

20.1.1 compliance by all indemnified parties with applicable federal, state, and local laws and regulations,

20.1.2 prompt reporting to the AUTHORIZER of any significant or alarming developments that may occur school operations;

20.1.3 prompt notification to the AUTHORIZER of any claim and authorization to allow the AUTHORIZER to assume the defense of any such claim, including, without limitation, the right to select defense counsel and the right to settle any claims or suits at its discretion, except that the AUTHORIZER shall not admit fault on behalf of Hmong College Preparatory Academy without the prior written consent of an authorized representative of the school; and

20.1.4 full cooperation by the indemnified parties with Hmong College Preparatory Academy in defense of any claim.

20.2 Hmong College Preparatory Academy shall indemnify, defend, and hold harmless the AUTHORIZER against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any losses arising out of operation of the school by the staff or leadership of the school, or any third party acting on behalf of or under authorization from the school. Article 9.2 shall apply with the provision that (a) the AUTHORIZER promptly notifies Hmong College Preparatory Academy in writing after the AUTHORIZER receives notice of any claim, (b) Hmong College Preparatory Academy is given the opportunity, at its option, to participate and associate with the AUTHORIZER counsel in control, defense, and trial of any claim and any related settlement negotiations, and (c) the AUTHORIZER fully cooperates with Hmong College Preparatory Academy in the defense of any such claim.

20.3 Except as specifically provided otherwise, each party shall be responsible for any personal injury or property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof in connection with the performance of this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the immunities of the AUTHORIZER. The liability of the AUTHORIZER is as established by Minnesota Statute and is subject to the limitations therein.

20.4 **DISCLAIMER OF WARRANTIES.** AUTHORIZER MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO ANY MATTER.

20.5 **LIMITATION OF DAMAGES.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY, ARISING FROM THE OPERATION OF THE SCHOOL. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR (A) WORK STOPPAGE, LOST DATA, LOST PROPERTY OR ANY OTHER RELIANCE OR EXPECTANCY, DIRECT OR INDIRECT, OR (B) SPECIAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.

## 21. TERM AND TERMINATION

21.1 Either party may terminate this Contract.

21.2 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Hmong College Preparatory Academy rights and duties under Article 9 hereof, or release the parties hereto from their rights and obligations under other Articles in this Agreement.

## 22. INDEPENDENT CONTRACTOR

The AUTHORIZER and Hmong College Preparatory Academy are independent contractors and not the agent, partner, joint venture, or employee of the other. Neither party shall have the authority to enter into any contract or agreement to bind the other, and neither party shall represent to anyone that it has such authority. The parties' respective employees shall not be entitled to any benefits applicable to employees of the other party.

## 23. ASSIGNING AND SUBCONTRACTING

Neither this Agreement nor the rights or obligations shall be assignable or otherwise transferred or subcontracted by the AUTHORIZER without Hmong College Preparatory Academy prior written consent. Hmong College Preparatory Academy may not assign any rights or obligations of this Agreement without the prior written consent of the AUTHORIZER; provided, however, that Hmong College Preparatory Academy may assign such rights and obligations, with notice to Concordia University, in connection with the sale or transfer of substantially all of the assets of Hmong College Preparatory Academy or of the portion of school's business associated with this Agreement. In the event of any assignment, School shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon School, and its successors and assigns, if any.

**24. INTEGRATION**

This Agreement (including all addenda, exhibits, and schedules) is intended by the parties to be the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement. To the extent the addenda, exhibits, and schedules contain any terms and conditions that conflict with the terms and conditions of this Agreement or which materially change or add to the terms and conditions contained in this Agreement, such changes will be ignored and given no effect.

**25. GOVERNING LAW**

The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of the State of Minnesota.

**26. AGREEMENT MODIFICATION**

This Agreement shall be amended only in writing and duly executed by all the parties to this Agreement. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

**27. WAIVER**

No waiver by either party or any breach of any covenant or provision of this Contract shall be deemed to be a waiver or any succeeding breach of the same or any other covenant or provision.

**28. NOTICES**

All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this paragraph:

If to the AUTHORIZER:                      Lonn Maly  
Chair, Charter School Advisory Council  
(b)(6)

If to the School:                                Hmong College Preparatory Academy  
Attn: Christianna Hang  
Superintendent of HCPA District  
1515 Brewster Street  
St. Paul, MN 55108  
Office: 651-209-8002  
Fax: 651-209-8003  
Direct: 651-332-8560  
E-mail: chang@hmongacademy.org



Addendums

Attachment A: Hmong College Preparatory Academy Bylaws

Attachment B: Assurance and Certification

CSPCSAC Standard Operating Procedure “School Performance Assessment Standard Operating Procedure”



July 17, 2012

To Whom It May Concern:

As the Authorizer of Partnership Academy Charter School in Richfield, Minnesota I can verify that the school is designated as a Local Education Agency (LEA) in Minnesota. All charter schools in Minnesota are considered LEAs. If you have any further questions you can contact me at 612-872-3610.

Sincerely,

(b)(6)

Brad Linville  
Vice President, Education  
Project for Pride in Living  
1925 Nicollet Avenue  
Minneapolis, MN 55403  
612 872-3610 (work)  
612 202-4879 (cell)

**Memorandum of Understanding  
between  
the National Institute for Excellence in Teaching  
and  
Emily O. Goodridge Grey Accelerated Charter School**

THIS memorandum of understanding (this "*MOU*"), dated as of July 18, 2012, is made between the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation ("*NIET*"), and Emily O. Goodridge Grey Accelerated Charter School ("*PARTNER*"), with respect to a proprietary comprehensive school reform model, TAP: The System for Teacher and Student Advancement ("*TAP System*"), a project that will be funded through a federal Teacher Incentive Fund ("*TIF*") grant. NIET and District shall sometimes individually be referred to herein as a "Party," and together shall sometimes collectively be referred to herein as the "Parties."

**RECITALS**

- A. NIET will assist schools in the PARTNER location with implementation of the TAP System by (i) granting access to NIET's TAP System Training Portal and Comprehensive Online Data Entry systems and (ii) providing training, support, review and similar services.
- B. PARTNER desires to obtain access and license to such systems and to engage NIET to provide training, support, and technical assistance in order to implement the TAP System during the 2012-13 school year.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

**I. STATEMENT OF OBJECTIVES.**

The purpose of entering into the MOU is for NIET to arrange training, support, and technical assistance to schools implementing the TAP System during the 2012-13 school year and to evaluate, asses and review such implementation.

The purpose of this project is to implement an aligned human capital management system with evaluation at the center, including a performance-based compensation system, for teachers and principals in PARTNER schools to help increase educator effectiveness and improve student achievement in high-need schools. The TAP System accomplishes this by identifying, recruiting, developing, rewarding and retaining highly effective teachers. NIET will work with PARTNER to fulfill the activities that are listed in the TIF grant application to accomplish the following objectives:

1. Increase the percent of effective teachers through incentives, career advancement, evaluation, and professional development.
2. Increase the percent of effective principals through incentives, evaluation, and professional development.
3. Improve student achievement.

## II. NIET'S SERVICES.

1. Services. During the Term (as defined below) of this MOU, NIET will provide TAP CORE training and annual evaluation of each site's TAP System implementation through the TAP School Review process and, if required ongoing support and assistance on location at TAP System schools throughout the academic year (the "*Services*"), as more fully explained in Section II below.

2. License to Online Material. NEIT will provide the Services in part by granting access to training materials and the CODE system at The TAP System Training Portal (collectively referred to as the "*Portal*").

- a. The Portal is an interactive Web tool that provides individualized TAP trainings and support. TAP administrators, mentor and master teachers will have real-time access to the latest TAP trainings that they can download, review and deliver to teachers in order to improve instruction. The portal includes a TAP Strategies Library; a TAP Video Library; TAP Documents; TAP Training Modules; TAP Summer Institute & Conference Trainings; TAP Evaluation Process templates, research and reports; TAP Professional Development tools; and TAP CORE Trainings.
- b. The CODE system is a hosted software solution designed to support the administrative requirements of the TAP System

3. Lead Applicant. NEIT will serve as the lead applicant for this TIF grant project. Representatives from NIET will be responsible for managing any federal grant funds and ensuring the overall implementation of the proposed project, as described in the application, if approved by the U.S. Department of Education.

## III. PARTNER RESPONSIBILITIES.

1. Cooperation. PARTNER will cause its employees and administrators to participate in implementation of the TAP System in its entirety with the highest level of fidelity as determined by (i) the TAP Implementation Manual; (ii) the TAP handbook; (iii) The TAP Evaluation and Compensations Guide; and (iv) feedback/guidance from NIET, including the following:

- a. Arrange and assist selected administrators, mentor and master teachers ("*TAP Leadership members*") to (i) attend all scheduled TAP CORE training for a minimum of 9 days and (ii) take the Evaluator Certification test through the Portal, with the objective of obtaining certification by the end of Year 1 (i.e., prior to teacher evaluations).
- b. Arrange and assist with annual TAP School Review, which measures both the qualitative and quantitative aspects of implementation. The on-site review is approximately four hours and is conducted by NIET and used for research purposes.
- c. Arrange for each campus to subscribe to CODE to store and analyze teacher evaluation scores, including, at a minimum, directing principals to enter teacher evaluation scores, ensure interrater reliability, and make informed decisions about teacher support.
- d. Commit to hiring effective teachers and administrators as part of the TAP Leadership team according to TAP System Implementation Manual. In addition, the PARTNER agrees to have representation from NIET on the hiring committee for all master teacher and TAP coordinator positions.

- e. Staff the TAP campuses with master and mentor teacher ratios and salary augmentations recommended by the TAP Implementation manual, as well as bonus allocations and performance based compensation distributions within the recommended range.
- f. Manage due process issues and adhere to PARTNER policies for teacher evaluation.
- g. Ensure alignment and approval of PARTNER policies with the TAP Evaluation and Compensation Guide.
- h. Attempt in good faith to send the TAP Leadership team to the TAP National Conference and National TAP Summer Institute (“TSI”) on an annual basis;
- i. Maintain documentation of TAP System processes including, but not limited to, TAP school plan, long range cluster plan, cluster meeting records, teacher evaluation scores, evaluation schedule, and leadership team meeting log.
- j. Agree to provide NIET teacher-, school- and district-level data upon request including, but not limited to, student and teacher demographic data, student achievement outcomes and school report card data.
- k. Agree to provide NIET access to data from partnering vendors upon request.
- l. Submit required data to selected value added vendor for value-added calculations by the deadline determined by the NIET.
- m. Immediately report to the NIET in writing any misdeed, deficiency, or inability to fulfill any PARTNER responsibilities.
- n. Submit reimbursement documentation of allowable grant expenses to NIET on a quarterly basis. Expenses determined to be unallowable will not be reimbursed with TIF funds.
- o. Adhere to the federal TIF grant program requirements and the responsibilities described in NIET’s TIF application.
- p. Agree to comply with the federal *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments* (OMB Circular A-102 and 34 CFR Part 80) and the federal *Cost Principles for State, Local, and Indian Tribal Governments* (2 CFR Part 225).
- q. Provide appropriate NIET staff access to any books, documents, files, papers, or other records which are pertinent to the grant, in order to make audits, examinations, excerpts and transcripts.

2. Contact Person. District shall appoint a person in a leadership position who will serve as the primary liaison to NIET for TAP responsibilities. The initial liaison is:

Name:	(b)(6)
Title:	
Contact:	

3. Fees. Fees for services provided by NIET include:

- a. *Personnel Fees and Costs.* District shall pay the following fees:

- i. A daily rate for NIET on-site support personnel of (b)(4) per day, billed for each day such personnel is onsite at PARTNER's facility or facilities with an annual minimum fee based on 4 days.
  - ii. A daily rate for NIET on-site TAP CORE Training based on the trainer's daily rate (b)(4) with an annual minimum fee based on 9 days. One trainer is required for every 55 participants.
  - iii. A fee of (b)(4) per reviewer for TAP School Review plus airfare.
- b. *Subscription Fees.* For online services via the Portal, PARTNER shall pay an annual subscription fee for each school that participates in the TAP System, as follows:
- The TAP Training Portal (TTP): (b)(4) per campus  
 Comprehensive Online Data Entry (CODE): (b)(4) per campus

The Subscription Fees and Personnel Fees and Costs agreed to pursuant to this Section 3 apply for the Term and may be increased up to (b)(4) percent by NIET in subsequent twelve month periods, with 30 day advance notice to PARTNER.

4. Invoice and Payment. NIET shall invoice PARTNER, and PARTNER shall promptly pay each invoice.
- a. The Subscription Fees shall be paid on or before access is provided [ December 1, 2012], and in advance of each subsequent school year.
  - b. All invoices will be mailed to PARTNER at the following address, unless PARTNER provides a written change of address:

\_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: (b)(6)

**IV. ADDITIONAL TERMS.**

1. *Term of MOU.* This MOU shall be effective on DATE, and terminate, except as provided herein, on DATE (the "Term"), unless renewed in writing for a subsequent twelve month period. NIET or PARTNER may terminate this MOU during the Term by written notice delivered to the addresses set forth besides each Party's signature below 30 days in advance of such early termination. Upon termination hereof, PARTNER shall pay the Personnel Fees and Costs for services rendered and costs incurred, if any, by NIET prior to the date of termination. NIET shall not refund any portion of the Subscriber Fees. The Parties may agree in writing to contract for transition services following such termination. Section IV hereof and the General Terms and Conditions attached hereto shall survive termination or expiration of this MOU.

2. *Contingent upon federal funding.* This project is contingent upon annual Congressional appropriations for TIF. If at any time the federal government cancels a grant award, or a continuation award, due to a lack of appropriated funds, this agreement shall terminate at no penalty to either party.

3. *Sovereign Immunity.* Nothing in this MOU shall be deemed to waive the sovereign immunity of the State of LOCATION, of the staff and employees of PARTNER and NIET.

4. *Dispute Resolution.* The President of NIET or his/her designee, and the authorized agent of PARTNER shall resolve disputes that develop under this MOU.

5. *General Terms and Conditions.* The General Terms and Conditions, attached hereto and initialed by PARTNER are, by reference hereof, made part of this MOU and all references herein to "this MOU" shall be deemed to refer to this MOU and the General Terms and Conditions together.

6. *Entire Agreement.* This MOU and the General Terms and Conditions contain all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

7. *Amendments.* This MOU may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

8. *Counterparts.* This MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Electronic signatures, including electronic counterparts, shall be recognized and deemed as an original signature to this MOU.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

**FOR AND ON BEHALF OF PARTNER**

  
Name: Dimitri Russell  
Title: Superintendent  
Date: 7/13/12

**FOR AND ON BEHALF OF NIET**

  
Name: Gary Stark  
Title: President  
Date: 7-19-12

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("General Terms and Conditions") are applicable to any Services (as defined below) provided by the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation ("NIET") as retained and subscribed pursuant to the "Memorandum of Understanding" ("MOU", and together with these General Terms and Conditions, the "Agreement") by the party identified therein as District ("Client").

### **1. THE SERVICES**

- a. Provision of the Services. Pursuant to the MOU, NIET has agreed to provide Client with training related services as more particularly described in the MOU, (the "Services"). The Services may be provided to Client in person by NIET personnel, by granting access to NIET's Best Practices Center Training Portal and Comprehensive Online Data Entry systems (collectively referred to herein as the "Portal"), or as more fully set forth in the MOU. All references herein to "Client" shall refer to Client and its affiliates that are receiving the Services pursuant hereto. Certain Services are available only for as long as clients meet NIET's eligibility requirements and require execution of additional forms (e.g. website Terms of Use)).
- b. Performance Standard. NIET will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. NIET shall use commercially reasonable efforts to maintain the timeliness of the transmission of the Services.
- c. Use of Services. Client agrees that (i) it will not knowingly use the Services in contravention of any laws or regulations, (ii) it will use the Services in accordance with the instructions and reasonable policies established by NIET from time to time and communicated to Client and (iii) it will use the Services only for internal training purposes. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any third-party.
- d. Client Responsible for Compliance with Laws. Client (and not NIET) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its employees (including labor regulations (e.g., time and attendance) and collective bargaining agreements, and (ii) for any use Client may make of the Services to assist in complying with laws and governmental regulations, including qualifying for and obtaining grants or complying with any related audits.
- e. Web-Based Services. Client understands that a portion of the Services supplied by NIET hereunder are delivered over the Internet and the reliability of the Internet is beyond the reasonable control of NIET. Therefore, although NIET makes reasonable efforts to ensure the accuracy and reliability of such Services, neither NIET nor any third party supplier guarantees such accuracy or reliability, and client acknowledges that NIET, its employees, agents, contractors, sub-contractors and other third party suppliers will not be held liable for any damages suffered or incurred by Client or any other person or entity arising out of (a) any fault, interruption or delay in any service supplied to client, (b) out of any inaccuracy, error or omission in any Service supplied to client, (c) any loss of data, or (d) any reliance upon any Service supplied to Client however such faults, interruptions, delays, inaccuracies, errors or omissions arise, unless due to NIET's gross negligence or willful misconduct.
- f. Guidance. This TIF grant has different requirements for performance-based compensation than those described in the current version of the Teacher Evaluation and Compensation guide (TEC Guide), which is provided to all partners by NIET. NIET will be responsible for providing guidance to the PARTNER on how these regulations could affect performance-based compensation.

### **2. FEES; TAXES**

- a. Fees. Client shall pay NIET for the Services in the amount and at the time set forth in the MOU. Client

will pay all invoices, if any, in full within thirty (30) days of invoice date. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of (b) (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse NIET for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due NIET hereunder.

- b. Taxes. There shall be added to all payments hereunder amounts equal to any applicable sales or use taxes levied or based on this Agreement, unless Client provides the appropriate proof of exemption.

### 3. **DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NIET EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE NIET PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY NIET OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NIET.

### 4. **INTELLECTUAL PROPERTY**

- a. Ownership of Proprietary Rights. All software applications and related documentation made available, directly or indirectly, by NIET to Client, including without limitation the Portal and all manuals, reports, studies and similar material created by NIET, as part of the Services (collectively, the "NIET Products") are the exclusive property of NIET or the third parties from whom NIET has secured the rights to such NIET Product. All rights, title and interest in or to any copyright, trademark, service mark and other proprietary right relating to the NIET Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by NIET for use with, the NIET Products, shall be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered with such software. Neither Client nor any recipient shall: (i) alter or remove from any NIET Product or associated documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the NIET Product or other confidential and proprietary information.
- b. Use of Proprietary Rights You are authorized to use the NIET Products only for the purposes described in the MOU. You agree that you will not use, copy, reproduce, republish, upload, post, publicly display, transmit or distribute the NIET Products in any way whatsoever except in compliance with the MOU and these General Terms and Conditions. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the NIET Products in any manner.
- c. NIET Infringement Indemnity. NIET will defend Client in any suit or cause of action alleging that the NIET Products, as provided by NIET and used in accordance with the terms of this Agreement, infringe upon any United States copyright, trade secret, or other proprietary right of a third party. NIET will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) NIET is promptly notified in writing of such a suit or cause of action, (ii) NIET controls any negotiations or defense and Client assists NIET as reasonably required by NIET, and (iii) Client takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity will not apply and NIET will not be liable for any damages assessed in any suit or cause of action whereby Client is required to indemnify NIET pursuant to Section 4.c. below. If any NIET Product is held or believed to infringe on any third-party's intellectual property rights, NIET may, in its sole discretion, (a) modify the NIET Product to be non-infringing, (b) obtain for Client a license to continue using such NIET Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing NIET Product and return to Client any unearned fees paid by Client to NIET in advance. This section 4.b. states NIET's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.
- d. Client Infringement Indemnity. To the extent permitted by State law, Client will defend NIET against,

and pay damages assessed in, any suit or cause of action alleging that the NIET Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from (i) any alteration, change, modification and /or enhancement of the NIET Products made by Client or any third party on behalf of Client without NIET's express permission; (ii) Client's use of the NIET Products in combination with any hardware, software or other materials not expressly authorized by NIET, or use of other than the most current release of the NIET Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the NIET Products after Client has been notified that the NIET Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified NIET Products after Client has been informed of modifications that would avoid claims of infringement.

## 5. GENERAL PROVISIONS.

- a. Protection of Client Files. NIET will take reasonable precautions to prevent the loss of or alteration to Client's data files in NIET's possession, but NIET does not undertake to guarantee against any such loss or alteration. NIET will maintain a record retention policy and may from time to time, in its sole discretion, modify or amend such policy. However, NIET is not and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to NIET.
- b. Confidential Information. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized agents with a need to know and will instruct such persons to keep such information confidential. Notwithstanding the foregoing, (i) NEIT may use information collected in the Portal for its noncommercial research purposes and (ii) the receiving party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it and to the extent necessary to enforce its rights under this Agreement.

## 6. LIMITATION OF LIABILITY

This Section 6 sets forth the full extent of NIET's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies. Each of NIET and Client acknowledge that the Fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 6.

- a. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to NIET, (ii) Client's failure to use the Services in the manner prescribed by NIET, and (iii) Client's failure to supply accurate and timely information.
- b. Errors and Omissions. NIET's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by NIET shall be to correct the affected Client study, report or material, as the case may be. Upon the request of Client, NIET will correct any error or omission made by NIET in connection with the Services at no additional charge to Client.
- c. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this agreement (other than and subject to its indemnity obligations pursuant to Section 4B above), NIET's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to the Services will be limited in each instance to the lesser of (i) the amount of actual damages incurred by Client or, (ii) NIET's charges for the affected Services; provided however, that NIET's aggregate liability hereunder in any calendar year will not exceed the Fees collected by NIET during the previous twelve (12) months. NIET will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against future

Services. The foregoing limitation shall not apply to actual damages incurred by Client as a direct result of the criminal or fraudulent acts of NIET or any of its employees.

- d. No Consequential Damages. NEITHER NIET NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IS SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. TERM AND TERMINATION

- a. Term. NIET or Client may terminate the MOU as provided therein. The Terms of this General Terms and Conditions shall survive the termination of the MOU, as applicable.
- b. Post-Termination Services. If the parties agree to any post termination services, such as transition services, the Agreement shall continue to with respect to such Services to the extent not expressly contradicted by any such post-termination agreement.
- c. Post-Termination Data. If requested by Client within 6 months of the termination of the MOU, NIET shall deliver CODE reports to Client in, at NIET's election, an Excel or .pdf format. Client may request within 6 months of the termination of the MOU CODE reports in another format, or raw data, and NIET will attempt to accommodate Client at a fee to be mutually agreed upon by the parties.

## 8. GENERAL

- a. Assignment. Neither party may assign this Agreement without the prior written consent of the other.
- b. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except by a writing signed by NIET and Client.
- c. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.
- d. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement, NIET has no obligation to any third party by virtue of this Agreement.
- e. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- f. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws.
- g. Notices. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in the MOU. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

**Memorandum of Understanding  
between  
the National Institute for Excellence in Teaching  
and  
Sojourner Truth Academy**

THIS memorandum of understanding (this “*MOU*”), dated as of July 18, 2012, is made between the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation (“*NIET*”), and Sojourner Truth Academy (“*PARTNER*”), with respect to a proprietary comprehensive school reform model, TAP: The System for Teacher and Student Advancement (“*TAP System*”), a project that will be funded through a federal Teacher Incentive Fund (“*TIF*”) grant. NIET and District shall sometimes individually be referred to herein as a “Party,” and together shall sometimes collectively be referred to herein as the “Parties.”

**RECITALS**

- A. NIET will assist schools in the PARTNER location with implementation of the TAP System by (i) granting access to NIET’s TAP System Training Portal and Comprehensive Online Data Entry systems and (ii) providing training, support, review and similar services.
- B. PARTNER desires to obtain access and license to such systems and to engage NIET to provide training, support, and technical assistance in order to implement the TAP System during the 2012-13 school year.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

**I. STATEMENT OF OBJECTIVES.**

The purpose of entering into the MOU is for NIET to arrange training, support, and technical assistance to schools implementing the TAP System during the 2012-13 school year and to evaluate, asses and review such implementation.

The purpose of this project is to implement an aligned human capital management system with evaluation at the center, including a performance-based compensation system, for teachers and principals in PARTNER schools to help increase educator effectiveness and improve student achievement in high-need schools. The TAP System accomplishes this by identifying, recruiting, developing, rewarding and retaining highly effective teachers. NIET will work with PARTNER to fulfill the activities that are listed in the TIF grant application to accomplish the following objectives:

1. Increase the percent of effective teachers through incentives, career advancement, evaluation, and professional development.
2. Increase the percent of effective principals through incentives, evaluation, and professional development.
3. Improve student achievement.

## II. NIET'S SERVICES.

1. Services. During the Term (as defined below) of this MOU, NIET will provide TAP CORE training and annual evaluation of each site's TAP System implementation through the TAP School Review process and, if required ongoing support and assistance on location at TAP System schools throughout the academic year (the "*Services*"), as more fully explained in Section II below.

2. License to Online Material. NEIT will provide the Services in part by granting access to training materials and the CODE system at The TAP System Training Portal (collectively referred to as the "*Portal*").

- a. The Portal is an interactive Web tool that provides individualized TAP trainings and support. TAP administrators, mentor and master teachers will have real-time access to the latest TAP trainings that they can download, review and deliver to teachers in order to improve instruction. The portal includes a TAP Strategies Library; a TAP Video Library; TAP Documents; TAP Training Modules; TAP Summer Institute & Conference Trainings; TAP Evaluation Process templates, research and reports; TAP Professional Development tools; and TAP CORE Trainings.
- b. The CODE system is a hosted software solution designed to support the administrative requirements of the TAP System

3. Lead Applicant. NEIT will serve as the lead applicant for this TIF grant project. Representatives from NIET will be responsible for managing any federal grant funds and ensuring the overall implementation of the proposed project, as described in the application, if approved by the U.S. Department of Education.

## III. PARTNER RESPONSIBILITIES.

1. Cooperation. PARTNER will cause its employees and administrators to participate in implementation of the TAP System in its entirety with the highest level of fidelity as determined by (i) the TAP Implementation Manual; (ii) the TAP handbook; (iii) The TAP Evaluation and Compensations Guide; and (iv) feedback/guidance from NIET, including the following:

- a. Arrange and assist selected administrators, mentor and master teachers ("*TAP Leadership members*") to (i) attend all scheduled TAP CORE training for a minimum of 9 days and (ii) take the Evaluator Certification test through the Portal, with the objective of obtaining certification by the end of Year 1 (i.e., prior to teacher evaluations).
- b. Arrange and assist with annual TAP School Review, which measures both the qualitative and quantitative aspects of implementation. The on-site review is approximately four hours and is conducted by NIET and used for research purposes.
- c. Arrange for each campus to subscribe to CODE to store and analyze teacher evaluation scores, including, at a minimum, directing principals to enter teacher evaluation scores, ensure interrater reliability, and make informed decisions about teacher support.
- d. Commit to hiring effective teachers and administrators as part of the TAP Leadership team according to TAP System Implementation Manual. In addition, the PARTNER agrees to have representation from NIET on the hiring committee for all master teacher and TAP coordinator positions.

- e. Staff the TAP campuses with master and mentor teacher ratios and salary augmentations recommended by the TAP Implementation manual, as well as bonus allocations and performance based compensation distributions within the recommended range.
- f. Manage due process issues and adhere to PARTNER policies for teacher evaluation.
- g. Ensure alignment and approval of PARTNER policies with the TAP Evaluation and Compensation Guide.
- h. Attempt in good faith to send the TAP Leadership team to the TAP National Conference and National TAP Summer Institute (“TSP”) on an annual basis;
- i. Maintain documentation of TAP System processes including, but not limited to, TAP school plan, long range cluster plan, cluster meeting records, teacher evaluation scores, evaluation schedule, and leadership team meeting log.
- j. Agree to provide NIET teacher-, school- and district-level data upon request including, but not limited to, student and teacher demographic data, student achievement outcomes and school report card data.
- k. Agree to provide NIET access to data from partnering vendors upon request.
- l. Submit required data to selected value added vendor for value-added calculations by the deadline determined by the NIET.
- m. Immediately report to the NIET in writing any misdeed, deficiency, or inability to fulfill any PARTNER responsibilities.
- n. Submit reimbursement documentation of allowable grant expenses to NIET on a quarterly basis. Expenses determined to be unallowable will not be reimbursed with TIF funds.
- o. Adhere to the federal TIF grant program requirements and the responsibilities described in NIET’s TIF application.
- p. Agree to comply with the federal *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments* (OMB Circular A-102 and 34 CFR Part 80) and the federal *Cost Principles for State, Local, and Indian Tribal Governments* (2 CFR Part 225).
- q. Provide appropriate NIET staff access to any books, documents, files, papers, or other records which are pertinent to the grant, in order to make audits, examinations, excerpts and transcripts.

2. Contact Person. District shall appoint a person in a leadership position who will serve as the primary liaison to NIET for TAP responsibilities. The initial liaison is:

Name:	(b)(6)	
Title:		
Contact:		

3. Fees. Fees for services provided by NIET include:

a. *Personnel Fees and Costs.* District shall pay the following fees:

- i. A daily rate for NIET on-site support personnel of \$<sup>(b)</sup>(4) per day, billed for each day such personnel is onsite at PARTNER's facility or facilities with an annual minimum fee based on 4 days.
  - ii. A daily rate for NIET on-site TAP CORE Training based on the trainer's daily rate <sup>(b)</sup>(4) with an annual minimum fee based on 9 days. One trainer is required for every 55 participants.
  - iii. A fee of <sup>(b)</sup>(4) per reviewer for TAP School Review plus airfare.
- b. *Subscription Fees.* For online services via the Portal, PARTNER shall pay an annual subscription fee for each school that participates in the TAP System, as follows:
- |   |                                  |
|---|----------------------------------|
| The TAP Training Portal (TTP):          | \$ <sup>(b)</sup> (4) per campus |
| Comprehensive Online Data Entry (CODE): | \$ <sup>(b)</sup> (4) per campus |

The Subscription Fees and Personnel Fees and Costs agreed to pursuant to this Section 3 apply for the Term and may be increased up to <sup>(b)</sup>(4) percent by NIET in subsequent twelve month periods, with 30 day advance notice to PARTNER.

4. Invoice and Payment. NIET shall invoice PARTNER, and PARTNER shall promptly pay each invoice.
- a. The Subscription Fees shall be paid on or before access is provided [ December 1, 2012], and in advance of each subsequent school year.
  - b. All invoices will be mailed to PARTNER at the following address, unless PARTNER provides a written change of address:

3820 Emerson Avenue North  
 Minneapolis, MN  
 55303  
 ATTN: **Troy Kipper**

**IV. ADDITIONAL TERMS.**

1. *Term of MOU.* This MOU shall be effective on DATE, and terminate, except as provided herein, on DATE (the "Term"), unless renewed in writing for a subsequent twelve month period. NIET or PARTNER may terminate this MOU during the Term by written notice delivered to the addresses set forth besides each Party's signature below 30 days in advance of such early termination. Upon termination hereof, PARTNER shall pay the Personnel Fees and Costs for services rendered and costs incurred, if any, by NIET prior to the date of termination. NIET shall not refund any portion of the Subscriber Fees. The Parties may agree in writing to contract for transition services following such termination. Section IV hereof and the General Terms and Conditions attached hereto shall survive termination or expiration of this MOU.

2. *Contingent upon federal funding.* This project is contingent upon annual Congressional appropriations for TIF. If at any time the federal government cancels a grant award, or a continuation award, due to a lack of appropriated funds, this agreement shall terminate at no penalty to either party.

3. *Sovereign Immunity.* Nothing in this MOU shall be deemed to waive the sovereign immunity of the State of LOCATION, of the staff and employees of PARTNER and NIET.

4. *Dispute Resolution.* The President of NIET or his/her designee, and the authorized agent of PARTNER shall resolve disputes that develop under this MOU.

5. *General Terms and Conditions.* The General Terms and Conditions, attached hereto and initialed by PARTNER are, by reference hereof, made part of this MOU and all references herein to "this MOU" shall be deemed to refer to this MOU and the General Terms and Conditions together.

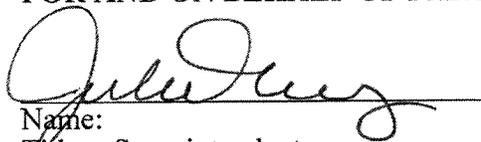
6. *Entire Agreement.* This MOU and the General Terms and Conditions contain all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

7. *Amendments.* This MOU may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

8. *Counterparts.* This MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Electronic signatures, including electronic counterparts, shall be recognized and deemed as an original signature to this MOU.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

**FOR AND ON BEHALF OF PARTNER**



Name:  
Title: Superintendent

7-17-12  
Date

**FOR AND ON BEHALF OF NIET**

(b)(6)  


Name: Gary Stark  
Title: President

7-19-12  
Date

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("General Terms and Conditions") are applicable to any Services (as defined below) provided by the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation ("NIET") as retained and subscribed pursuant to the "Memorandum of Understanding" ("MOU", and together with these General Terms and Conditions, the "Agreement") by the party identified therein as District ("Client").

### **1. THE SERVICES**

- a. Provision of the Services. Pursuant to the MOU, NIET has agreed to provide Client with training related services as more particularly described in the MOU, (the "Services"). The Services may be provided to Client in person by NIET personnel, by granting access to NIET's Best Practices Center Training Portal and Comprehensive Online Data Entry systems (collectively referred to herein as the "Portal"), or as more fully set forth in the MOU. All references herein to "Client" shall refer to Client and its affiliates that are receiving the Services pursuant hereto. Certain Services are available only for as long as clients meet NIET's eligibility requirements and require execution of additional forms (e.g. website Terms of Use)).
- b. Performance Standard. NIET will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. NIET shall use commercially reasonable efforts to maintain the timeliness of the transmission of the Services.
- c. Use of Services. Client agrees that (i) it will not knowingly use the Services in contravention of any laws or regulations, (ii) it will use the Services in accordance with the instructions and reasonable policies established by NIET from time to time and communicated to Client and (iii) it will use the Services only for internal training purposes. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any third-party.
- d. Client Responsible for Compliance with Laws. Client (and not NIET) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its employees (including labor regulations (e.g., time and attendance) and collective bargaining agreements, and (ii) for any use Client may make of the Services to assist in complying with laws and governmental regulations, including qualifying for and obtaining grants or complying with any related audits.
- e. Web-Based Services. Client understands that a portion of the Services supplied by NIET hereunder are delivered over the Internet and the reliability of the Internet is beyond the reasonable control of NIET. Therefore, although NIET makes reasonable efforts to ensure the accuracy and reliability of such Services, neither NIET nor any third party supplier guarantees such accuracy or reliability, and client acknowledges that NIET, its employees, agents, contractors, sub-contractors and other third party suppliers will not be held liable for any damages suffered or incurred by Client or any other person or entity arising out of (a) any fault, interruption or delay in any service supplied to client, (b) out of any inaccuracy, error or omission in any Service supplied to client, (c) any loss of data, or (d) any reliance upon any Service supplied to Client however such faults, interruptions, delays, inaccuracies, errors or omissions arise, unless due to NIET's gross negligence or willful misconduct.
- f. Guidance. This TIF grant has different requirements for performance-based compensation than those described in the current version of the Teacher Evaluation and Compensation guide (TEC Guide), which is provided to all partners by NIET. NIET will be responsible for providing guidance to the PARTNER on how these regulations could affect performance-based compensation.

### **2. FEES; TAXES**

- a. Fees. Client shall pay NIET for the Services in the amount and at the time set forth in the MOU. Client

will pay all invoices, if any, in full within thirty (30) days of invoice date. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of  $\frac{(b)}{(4)}$  (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse NIET for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due NIET hereunder.

- b. Taxes. There shall be added to all payments hereunder amounts equal to any applicable sales or use taxes levied or based on this Agreement, unless Client provides the appropriate proof of exemption.

### 3. **DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NIET EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE NIET PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY NIET OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NIET.

### 4. **INTELLECTUAL PROPERTY**

- a. Ownership of Proprietary Rights. All software applications and related documentation made available, directly or indirectly, by NIET to Client, including without limitation the Portal and all manuals, reports, studies and similar material created by NIET, as part of the Services (collectively, the "NIET Products") are the exclusive property of NIET or the third parties from whom NIET has secured the rights to such NIET Product. All rights, title and interest in or to any copyright, trademark, service mark and other proprietary right relating to the NIET Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by NIET for use with, the NIET Products, shall be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered with such software. Neither Client nor any recipient shall: (i) alter or remove from any NIET Product or associated documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the NIET Product or other confidential and proprietary information.
- b. Use of Proprietary Rights You are authorized to use the NIET Products only for the purposes described in the MOU. You agree that you will not use, copy, reproduce, republish, upload, post, publicly display, transmit or distribute the NIET Products in any way whatsoever except in compliance with the MOU and these General Terms and Conditions. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the NIET Products in any manner.
- c. NIET Infringement Indemnity. NIET will defend Client in any suit or cause of action alleging that the NIET Products, as provided by NIET and used in accordance with the terms of this Agreement, infringe upon any United States copyright, trade secret, or other proprietary right of a third party. NIET will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) NIET is promptly notified in writing of such a suit or cause of action, (ii) NIET controls any negotiations or defense and Client assists NIET as reasonably required by NIET, and (iii) Client takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity will not apply and NIET will not be liable for any damages assessed in any suit or cause of action whereby Client is required to indemnify NIET pursuant to Section 4.c. below. If any NIET Product is held or believed to infringe on any third-party's intellectual property rights, NIET may, in its sole discretion, (a) modify the NIET Product to be non-infringing, (b) obtain for Client a license to continue using such NIET Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing NIET Product and return to Client any unearned fees paid by Client to NIET in advance. This section 4.b. states NIET's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.
- d. Client Infringement Indemnity. To the extent permitted by State law, Client will defend NIET against,

and pay damages assessed in, any suit or cause of action alleging that the NIET Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from (i) any alteration, change, modification and /or enhancement of the NIET Products made by Client or any third party on behalf of Client without NIET's express permission; (ii) Client's use of the NIET Products in combination with any hardware, software or other materials not expressly authorized by NIET, or use of other than the most current release of the NIET Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the NIET Products after Client has been notified that the NIET Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified NIET Products after Client has been informed of modifications that would avoid claims of infringement.

## 5. GENERAL PROVISIONS.

- a. Protection of Client Files. NIET will take reasonable precautions to prevent the loss of or alteration to Client's data files in NIET's possession, but NIET does not undertake to guarantee against any such loss or alteration. NIET will maintain a record retention policy and may from time to time, in its sole discretion, modify or amend such policy. However, NIET is not and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to NIET.
- b. Confidential Information. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized agents with a need to know and will instruct such persons to keep such information confidential. Notwithstanding the foregoing, (i) NEIT may use information collected in the Portal for its noncommercial research purposes and (ii) the receiving party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it and to the extent necessary to enforce its rights under this Agreement.

## 6. LIMITATION OF LIABILITY

This Section 6 sets forth the full extent of NIET's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies. Each of NIET and Client acknowledge that the Fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 6.

- a. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to NIET, (ii) Client's failure to use the Services in the manner prescribed by NIET, and (iii) Client's failure to supply accurate and timely information.
- b. Errors and Omissions. NIET's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by NIET shall be to correct the affected Client study, report or material, as the case may be. Upon the request of Client, NIET will correct any error or omission made by NIET in connection with the Services at no additional charge to Client.
- c. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this agreement (other than and subject to its indemnity obligations pursuant to Section 4B above), NIET's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to the Services will be limited in each instance to the lesser of (i) the amount of actual damages incurred by Client or, (ii) NIET's charges for the affected Services; provided however, that NIET's aggregate liability hereunder in any calendar year will not exceed the Fees collected by NIET during the previous twelve (12) months. NIET will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against future

Services. The foregoing limitation shall not apply to actual damages incurred by Client as a direct result of the criminal or fraudulent acts of NIET or any of its employees.

- d. No Consequential Damages. NEITHER NIET NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IS SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. TERM AND TERMINATION

- a. Term. NIET or Client may terminate the MOU as provided therein. The Terms of this General Terms and Conditions shall survive the termination of the MOU, as applicable.
- b. Post-Termination Services. If the parties agree to any post termination services, such as transition services, the Agreement shall continue to with respect to such Services to the extent not expressly contradicted by any such post-termination agreement.
- c. Post-Termination Data. If requested by Client within 6 months of the termination of the MOU, NIET shall deliver CODE reports to Client in, at NIET's election, an Excel or .pdf format. Client may request within 6 months of the termination of the MOU CODE reports in another format, or raw data, and NIET will attempt to accommodate Client at a fee to be mutually agreed upon by the parties.

## 8. GENERAL

- a. Assignment. Neither party may assign this Agreement without the prior written consent of the other.
- b. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except by a writing signed by NIET and Client.
- c. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.
- d. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement, NIET has no obligation to any third party by virtue of this Agreement.
- e. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- f. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws.
- g. Notices. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in the MOU. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

**Memorandum of Understanding  
between  
the National Institute for Excellence in Teaching  
and  
Hmong College Prep Academy**

THIS memorandum of understanding (this “*MOU*”), dated as of July 18, 2012, is made between the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation (“*NIET*”), and Hmong College Prep Academy (“*PARTNER*”), with respect to a proprietary comprehensive school reform model, TAP: The System for Teacher and Student Advancement (“*TAP System*”), a project that will be funded through a federal Teacher Incentive Fund (“*TIF*”) grant. NIET and District shall sometimes individually be referred to herein as a “Party,” and together shall sometimes collectively be referred to herein as the “Parties.”

**RECITALS**

- A. NIET will assist schools in the PARTNER location with implementation of the TAP System by (i) granting access to NIET’s TAP System Training Portal and Comprehensive Online Data Entry systems and (ii) providing training, support, review and similar services.
- B. PARTNER desires to obtain access and license to such systems and to engage NIET to provide training, support, and technical assistance in order to implement the TAP System during the 2012-13 school year.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

**I. STATEMENT OF OBJECTIVES.**

The purpose of entering into the MOU is for NIET to arrange training, support, and technical assistance to schools implementing the TAP System during the 2012-13 school year and to evaluate, asses and review such implementation.

The purpose of this project is to implement an aligned human capital management system with evaluation at the center, including a performance-based compensation system, for teachers and principals in PARTNER schools to help increase educator effectiveness and improve student achievement in high-need schools. The TAP System accomplishes this by identifying, recruiting, developing, rewarding and retaining highly effective teachers. NIET will work with PARTNER to fulfill the activities that are listed in the TIF grant application to accomplish the following objectives:

- 1. Increase the percent of effective teachers through incentives, career advancement, evaluation, and professional development.
- 2. Increase the percent of effective principals through incentives, evaluation, and professional development.
- 3. Improve student achievement.

## II. NIET'S SERVICES.

1. Services. During the Term (as defined below) of this MOU, NIET will provide TAP CORE training and annual evaluation of each site's TAP System implementation through the TAP School Review process and, if required ongoing support and assistance on location at TAP System schools throughout the academic year (the "*Services*"), as more fully explained in Section II below.

2. License to Online Material. NEIT will provide the Services in part by granting access to training materials and the CODE system at The TAP System Training Portal (collectively referred to as the "*Portal*").

- a. The Portal is an interactive Web tool that provides individualized TAP trainings and support. TAP administrators, mentor and master teachers will have real-time access to the latest TAP trainings that they can download, review and deliver to teachers in order to improve instruction. The portal includes a TAP Strategies Library; a TAP Video Library; TAP Documents; TAP Training Modules; TAP Summer Institute & Conference Trainings; TAP Evaluation Process templates, research and reports; TAP Professional Development tools; and TAP CORE Trainings.
- b. The CODE system is a hosted software solution designed to support the administrative requirements of the TAP System

3. Lead Applicant. NEIT will serve as the lead applicant for this TIF grant project. Representatives from NIET will be responsible for managing any federal grant funds and ensuring the overall implementation of the proposed project, as described in the application, if approved by the U.S. Department of Education.

## III. PARTNER RESPONSIBILITIES.

1. Cooperation. PARTNER will cause its employees and administrators to participate in implementation of the TAP System in its entirety with the highest level of fidelity as determined by (i) the TAP Implementation Manual; (ii) the TAP handbook; (iii) The TAP Evaluation and Compensations Guide; and (iv) feedback/guidance from NIET, including the following:

- a. Arrange and assist selected administrators, mentor and master teachers ("*TAP Leadership members*") to (i) attend all scheduled TAP CORE training for a minimum of 9 days and (ii) take the Evaluator Certification test through the Portal, with the objective of obtaining certification by the end of Year 1 (i.e., prior to teacher evaluations).
- b. Arrange and assist with annual TAP School Review, which measures both the qualitative and quantitative aspects of implementation. The on-site review is approximately four hours and is conducted by NIET and used for research purposes.
- c. Arrange for each campus to subscribe to CODE to store and analyze teacher evaluation scores, including, at a minimum, directing principals to enter teacher evaluation scores, ensure interrater reliability, and make informed decisions about teacher support.
- d. Commit to hiring effective teachers and administrators as part of the TAP Leadership team according to TAP System Implementation Manual. In addition, the PARTNER agrees to have representation from NIET on the hiring committee for all master teacher and TAP coordinator positions.

- e. Staff the TAP campuses with master and mentor teacher ratios and salary augmentations recommended by the TAP Implementation manual, as well as bonus allocations and performance based compensation distributions within the recommended range.
- f. Manage due process issues and adhere to PARTNER policies for teacher evaluation.
- g. Ensure alignment and approval of PARTNER policies with the TAP Evaluation and Compensation Guide.
- h. Attempt in good faith to send the TAP Leadership team to the TAP National Conference and National TAP Summer Institute (“TSP”) on an annual basis;
- i. Maintain documentation of TAP System processes including, but not limited to, TAP school plan, long range cluster plan, cluster meeting records, teacher evaluation scores, evaluation schedule, and leadership team meeting log.
- j. Agree to provide NIET teacher-, school- and district-level data upon request including, but not limited to, student and teacher demographic data, student achievement outcomes and school report card data.
- k. Agree to provide NIET access to data from partnering vendors upon request.
- l. Submit required data to selected value added vendor for value-added calculations by the deadline determined by the NIET.
- m. Immediately report to the NIET in writing any misdeed, deficiency, or inability to fulfill any PARTNER responsibilities.
- n. Submit reimbursement documentation of allowable grant expenses to NIET on a quarterly basis. Expenses determined to be unallowable will not be reimbursed with TIF funds.
- o. Adhere to the federal TIF grant program requirements and the responsibilities described in NIET’s TIF application.
- p. Agree to comply with the federal *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments* (OMB Circular A-102 and 34 CFR Part 80) and the federal *Cost Principles for State, Local, and Indian Tribal Governments* (2 CFR Part 225).
- q. Provide appropriate NIET staff access to any books, documents, files, papers, or other records which are pertinent to the grant, in order to make audits, examinations, excerpts and transcripts.

2. Contact Person. District shall appoint a person in a leadership position who will serve as the primary liaison to NIET for TAP responsibilities. The initial liaison is:

Name: Danijela Duvnjak  
 Title: Director of Teaching and Learning  
 Contact: [dduvnjak@hmongacademy.org](mailto:dduvnjak@hmongacademy.org) or 651/332-8586

3. Fees. Fees for services provided by NIET include:

a. *Personnel Fees and Costs*. District shall pay the following fees:

- i. A daily rate for NIET on-site support personnel of \$ (b)(4) per day, billed for each day such personnel is onsite at PARTNER's facility or facilities with an annual minimum fee based on 4 days.
  - ii. A daily rate for NIET on-site TAP CORE Training based on the trainer's daily rate (b)(4) with an annual minimum fee based on 9 days. One trainer is required for every 55 participants.
  - iii. A fee of (b)(4) per reviewer for TAP School Review plus airfare.
- b. *Subscription Fees.* For online services via the Portal, PARTNER shall pay an annual subscription fee for each school that participates in the TAP System, as follows:
- |   |           |            |
|---|-----------|------------|
| The TAP Training Portal (TTP):          | \$ (b)(4) | per campus |
| Comprehensive Online Data Entry (CODE): | \$ (b)(4) | per campus |

The Subscription Fees and Personnel Fees and Costs agreed to pursuant to this Section 3 apply for the Term and may be increased up to (b)(4) percent by NIET in subsequent twelve month periods, with 30 day advance notice to PARTNER.

4. Invoice and Payment. NIET shall invoice PARTNER, and PARTNER shall promptly pay each invoice.
- a. The Subscription Fees shall be paid on or before access is provided [ December 1, 2012], and in advance of each subsequent school year.
  - b. All invoices will be mailed to PARTNER at the following address, unless PARTNER provides a written change of address:

1515 Brewster Street  
St Paul, MN 55108

ATTN: **Christianna Hang**

**IV. ADDITIONAL TERMS.**

1. *Term of MOU.* This MOU shall be effective on DATE, and terminate, except as provided herein, on DATE (the "Term"), unless renewed in writing for a subsequent twelve month period. NIET or PARTNER may terminate this MOU during the Term by written notice delivered to the addresses set forth besides each Party's signature below 30 days in advance of such early termination. Upon termination hereof, PARTNER shall pay the Personnel Fees and Costs for services rendered and costs incurred, if any, by NIET prior to the date of termination. NIET shall not refund any portion of the Subscriber Fees. The Parties may agree in writing to contract for transition services following such termination. Section IV hereof and the General Terms and Conditions attached hereto shall survive termination or expiration of this MOU.

2. *Contingent upon federal funding.* This project is contingent upon annual Congressional appropriations for TIF. If at any time the federal government cancels a grant award, or a continuation award, due to a lack of appropriated funds, this agreement shall terminate at no penalty to either party.

3. *Sovereign Immunity.* Nothing in this MOU shall be deemed to waive the sovereign immunity of the State of LOCATION, of the staff and employees of PARTNER and NIET.

4. *Dispute Resolution.* The President of NIET or his/her designee, and the authorized agent of PARTNER shall resolve disputes that develop under this MOU.

5. *General Terms and Conditions.* The General Terms and Conditions, attached hereto and initialed by PARTNER are, by reference hereof, made part of this MOU and all references herein to "this MOU" shall be deemed to refer to this MOU and the General Terms and Conditions together.

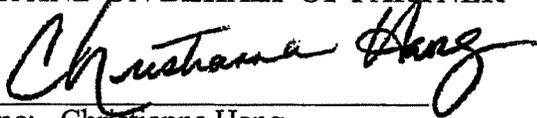
6. *Entire Agreement.* This MOU and the General Terms and Conditions contain all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

7. *Amendments.* This MOU may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

8. *Counterparts.* This MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Electronic signatures, including electronic counterparts, shall be recognized and deemed as an original signature to this MOU.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

**FOR AND ON BEHALF OF PARTNER**



Name: Christianna Hang  
Title: Superintendent

07/13/2012  
Date

**FOR AND ON BEHALF OF NIET**

(b)(6)

Name: Gary Stark  
Title: President

7/17/12  
Date

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("General Terms and Conditions") are applicable to any Services (as defined below) provided by the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation ("NIET") as retained and subscribed pursuant to the "Memorandum of Understanding" ("MOU", and together with these General Terms and Conditions, the "Agreement") by the party identified therein as District ("Client").

### **1. THE SERVICES**

- a. Provision of the Services. Pursuant to the MOU, NIET has agreed to provide Client with training related services as more particularly described in the MOU, (the "Services"). The Services may be provided to Client in person by NIET personnel, by granting access to NIET's Best Practices Center Training Portal and Comprehensive Online Data Entry systems (collectively referred to herein as the "Portal"), or as more fully set forth in the MOU. All references herein to "Client" shall refer to Client and its affiliates that are receiving the Services pursuant hereto. Certain Services are available only for as long as clients meet NIET's eligibility requirements and require execution of additional forms (e.g. website Terms of Use)).
- b. Performance Standard. NIET will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. NIET shall use commercially reasonable efforts to maintain the timeliness of the transmission of the Services.
- c. Use of Services. Client agrees that (i) it will not knowingly use the Services in contravention of any laws or regulations, (ii) it will use the Services in accordance with the instructions and reasonable policies established by NIET from time to time and communicated to Client and (iii) it will use the Services only for internal training purposes. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any third-party.
- d. Client Responsible for Compliance with Laws. Client (and not NIET) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its employees (including labor regulations (e.g., time and attendance) and collective bargaining agreements, and (ii) for any use Client may make of the Services to assist in complying with laws and governmental regulations, including qualifying for and obtaining grants or complying with any related audits.
- e. Web-Based Services. Client understands that a portion of the Services supplied by NIET hereunder are delivered over the Internet and the reliability of the Internet is beyond the reasonable control of NIET. Therefore, although NIET makes reasonable efforts to ensure the accuracy and reliability of such Services, neither NIET nor any third party supplier guarantees such accuracy or reliability, and client acknowledges that NIET, its employees, agents, contractors, sub-contractors and other third party suppliers will not be held liable for any damages suffered or incurred by Client or any other person or entity arising out of (a) any fault, interruption or delay in any service supplied to client, (b) out of any inaccuracy, error or omission in any Service supplied to client, (c) any loss of data, or (d) any reliance upon any Service supplied to Client however such faults, interruptions, delays, inaccuracies, errors or omissions arise, unless due to NIET's gross negligence or willful misconduct.
- f. Guidance. This TIF grant has different requirements for performance-based compensation than those described in the current version of the Teacher Evaluation and Compensation guide (TEC Guide), which is provided to all partners by NIET. NIET will be responsible for providing guidance to the PARTNER on how these regulations could affect performance-based compensation.

### **2. FEES; TAXES**

- a. Fees. Client shall pay NIET for the Services in the amount and at the time set forth in the MOU. Client

will pay all invoices, if any, in full within thirty (30) days of invoice date. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of  $\frac{(b)}{2,2}$  (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse NIET for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due NIET hereunder.

- b. Taxes. There shall be added to all payments hereunder amounts equal to any applicable sales or use taxes levied or based on this Agreement, unless Client provides the appropriate proof of exemption.

### 3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NIET EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE NIET PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY NIET OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NIET.

### 4. INTELLECTUAL PROPERTY

- a. Ownership of Proprietary Rights. All software applications and related documentation made available, directly or indirectly, by NIET to Client, including without limitation the Portal and all manuals, reports, studies and similar material created by NIET, as part of the Services (collectively, the "NIET Products") are the exclusive property of NIET or the third parties from whom NIET has secured the rights to such NIET Product. All rights, title and interest in or to any copyright, trademark, service mark and other proprietary right relating to the NIET Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by NIET for use with, the NIET Products, shall be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered with such software. Neither Client nor any recipient shall: (i) alter or remove from any NIET Product or associated documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the NIET Product or other confidential and proprietary information.
- b. Use of Proprietary Rights You are authorized to use the NIET Products only for the purposes described in the MOU. You agree that you will not use, copy, reproduce, republish, upload, post, publicly display, transmit or distribute the NIET Products in any way whatsoever except in compliance with the MOU and these General Terms and Conditions. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the NIET Products in any manner.
- c. NIET Infringement Indemnity. NIET will defend Client in any suit or cause of action alleging that the NIET Products, as provided by NIET and used in accordance with the terms of this Agreement, infringe upon any United States copyright, trade secret, or other proprietary right of a third party. NIET will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) NIET is promptly notified in writing of such a suit or cause of action, (ii) NIET controls any negotiations or defense and Client assists NIET as reasonably required by NIET, and (iii) Client takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity will not apply and NIET will not be liable for any damages assessed in any suit or cause of action whereby Client is required to indemnify NIET pursuant to Section 4.c. below. If any NIET Product is held or believed to infringe on any third-party's intellectual property rights, NIET may, in its sole discretion, (a) modify the NIET Product to be non-infringing, (b) obtain for Client a license to continue using such NIET Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing NIET Product and return to Client any unearned fees paid by Client to NIET in advance. This section 4.b. states NIET's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.
- d. Client Infringement Indemnity. To the extent permitted by State law, Client will defend NIET against,

and pay damages assessed in, any suit or cause of action alleging that the NIET Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from (i) any alteration, change, modification and /or enhancement of the NIET Products made by Client or any third party on behalf of Client without NIET's express permission; (ii) Client's use of the NIET Products in combination with any hardware, software or other materials not expressly authorized by NIET, or use of other than the most current release of the NIET Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the NIET Products after Client has been notified that the NIET Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified NIET Products after Client has been informed of modifications that would avoid claims of infringement.

## 5. GENERAL PROVISIONS.

- a. Protection of Client Files. NIET will take reasonable precautions to prevent the loss of or alteration to Client's data files in NIET's possession, but NIET does not undertake to guarantee against any such loss or alteration. NIET will maintain a record retention policy and may from time to time, in its sole discretion, modify or amend such policy. However, NIET is not and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to NIET.
- b. Confidential Information. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized agents with a need to know and will instruct such persons to keep such information confidential. Notwithstanding the foregoing, (i) NIET may use information collected in the Portal for its noncommercial research purposes and (ii) the receiving party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it and to the extent necessary to enforce its rights under this Agreement.

## 6. LIMITATION OF LIABILITY

This Section 6 sets forth the full extent of NIET's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies. Each of NIET and Client acknowledge that the Fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 6.

- a. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to NIET, (ii) Client's failure to use the Services in the manner prescribed by NIET, and (iii) Client's failure to supply accurate and timely information.
- b. Errors and Omissions. NIET's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by NIET shall be to correct the affected Client study, report or material, as the case may be. Upon the request of Client, NIET will correct any error or omission made by NIET in connection with the Services at no additional charge to Client.
- c. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this agreement (other than and subject to its indemnity obligations pursuant to Section 4B above), NIET's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to the Services will be limited in each instance to the lesser of (i) the amount of actual damages incurred by Client or, (ii) NIET's charges for the affected Services; provided however, that NIET's aggregate liability hereunder in any calendar year will not exceed the Fees collected by NIET during the previous twelve (12) months. NIET will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against future

Services. The foregoing limitation shall not apply to actual damages incurred by Client as a direct result of the criminal or fraudulent acts of NIET or any of its employees.

- d. No Consequential Damages. NEITHER NIET NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IS SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. TERM AND TERMINATION

- a. Term. NIET or Client may terminate the MOU as provided therein. The Terms of this General Terms and Conditions shall survive the termination of the MOU, as applicable.
- b. Post-Termination Services. If the parties agree to any post termination services, such as transition services, the Agreement shall continue to with respect to such Services to the extent not expressly contradicted by any such post-termination agreement.
- c. Post-Termination Data. If requested by Client within 6 months of the termination of the MOU, NIET shall deliver CODE reports to Client in, at NIET's election, an Excel or .pdf format. Client may request within 6 months of the termination of the MOU CODE reports in another format, or raw data, and NIET will attempt to accommodate Client at a fee to be mutually agreed upon by the parties.

## 8. GENERAL

- a. Assignment. Neither party may assign this Agreement without the prior written consent of the other.
- b. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except by a writing signed by NIET and Client.
- c. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.
- d. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement, NIET has no obligation to any third party by virtue of this Agreement.
- e. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- f. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws.
- g. Notices. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in the MOU. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

**Memorandum of Understanding  
between  
the National Institute for Excellence in Teaching  
and  
Partnership Academy**

THIS memorandum of understanding (this “*MOU*”), dated as of July 18, 2012, is made between the National Institute for Excellence in Teaching, a California nonprofit, public benefit corporation (“*NIET*”), and Partnership Academy (“*PARTNER*”), with respect to a proprietary comprehensive school reform model, TAP: The System for Teacher and Student Advancement (“*TAP System*”), a project that will be funded through a federal Teacher Incentive Fund (“*TIF*”) grant. NIET and District shall sometimes individually be referred to herein as a “Party,” and together shall sometimes collectively be referred to herein as the “Parties.”

**RECITALS**

- A. NIET will assist schools in the PARTNER location with implementation of the TAP System by (i) granting access to NIET’s TAP System Training Portal and Comprehensive Online Data Entry systems and (ii) providing training, support, review and similar services.
- B. PARTNER desires to obtain access and license to such systems and to engage NIET to provide training, support, and technical assistance in order to implement the TAP System during the 2012-13 school year.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

**I. STATEMENT OF OBJECTIVES.**

The purpose of entering into the MOU is for NIET to arrange training, support, and technical assistance to schools implementing the TAP System during the 2012-13 school year and to evaluate, assess and review such implementation.

The purpose of this project is to implement an aligned human capital management system with evaluation at the center, including a performance-based compensation system, for teachers and principals in PARTNER schools to help increase educator effectiveness and improve student achievement in high-need schools. The TAP System accomplishes this by identifying, recruiting, developing, rewarding and retaining highly effective teachers. NIET will work with PARTNER to fulfill the activities that are listed in the TIF grant application to accomplish the following objectives:

1. Increase the percent of effective teachers through incentives, career advancement, evaluation, and professional development.
2. Increase the percent of effective principals through incentives, evaluation, and professional development.
3. Improve student achievement.

## **II. NIET'S SERVICES.**

1. Services. During the Term (as defined below) of this MOU, NIET will provide TAP CORE training and annual evaluation of each site's TAP System implementation through the TAP School Review process and, if required ongoing support and assistance on location at TAP System schools throughout the academic year (the "*Services*"), as more fully explained in Section II below.

2. License to Online Material. NIET will provide the Services in part by granting access to training materials and the CODE system at The TAP System Training Portal (collectively referred to as the "*Portal*").

- a. The Portal is an interactive Web tool that provides individualized TAP trainings and support. TAP administrators, mentor and master teachers will have real-time access to the latest TAP trainings that they can download, review and deliver to teachers in order to improve instruction. The portal includes a TAP Strategies Library; a TAP Video Library; TAP Documents; TAP Training Modules; TAP Summer Institute & Conference Trainings; TAP Evaluation Process templates, research and reports; TAP Professional Development tools; and TAP CORE Trainings.
- b. The CODE system is a hosted software solution designed to support the administrative requirements of the TAP System

3. Lead Applicant. NIET will serve as the lead applicant for this TIF grant project. Representatives from NIET will be responsible for managing any federal grant funds and ensuring the overall implementation of the proposed project, as described in the application, if approved by the U.S. Department of Education.

## **III. PARTNER RESPONSIBILITIES.**

1. Cooperation. PARTNER will cause its employees and administrators to participate in implementation of the TAP System in its entirety with the highest level of fidelity as determined by (i) the TAP Implementation Manual; (ii) the TAP handbook; (iii) The TAP Evaluation and Compensations Guide; and (iv) feedback/guidance from NIET, including the following:

- a. Arrange and assist selected administrators, mentor and master teachers ("*TAP Leadership members*") to (i) attend all scheduled TAP CORE training for a minimum of 9 days and (ii) take the Evaluator Certification test through the Portal, with the objective of obtaining certification by October 1, 2012 (i.e., prior to teacher evaluations).
- b. Arrange and assist with annual TAP School Review, which measures both the qualitative and quantitative aspects of implementation. The on-site review is approximately four hours and is conducted by NIET and used for research purposes.
- c. Arrange for each campus to subscribe to CODE to store and analyze teacher evaluation scores, including, at a minimum, directing principals to enter teacher evaluation scores, ensure interrater reliability, and make informed decisions about teacher support.
- d. Commit to hiring effective teachers and administrators as part of the TAP Leadership team according to TAP System Implementation Manual. In addition, the PARTNER agrees to have representation from NIET on the hiring committee for all master teacher and TAP coordinator positions.

- e. Staff the TAP campuses with master and mentor teacher ratios and salary augmentations recommended by the TAP Implementation manual, as well as bonus allocations and performance based compensation distributions within the recommended range.
- f. Manage due process issues and adhere to PARTNER policies for teacher evaluation.
- g. Ensure alignment and approval of PARTNER policies with the TAP Evaluation and Compensation Guide.
- h. Attempt in good faith to send the TAP Leadership team to the TAP National Conference and National TAP Summer Institute (“TSI”) on an annual basis;
- i. Maintain documentation of TAP System processes including, but not limited to, TAP school plan, long range cluster plan, cluster meeting records, teacher evaluation scores, evaluation schedule, and leadership team meeting log.
- j. Agree to provide NIET teacher-, school- and district-level data upon request including, but not limited to, student and teacher demographic data, student achievement outcomes and school report card data.
- k. Agree to provide NIET access to data from partnering vendors upon request.
- l. Submit required data to selected value added vendor for value-added calculations by the deadline determined by the NIET.
- m. Immediately report to the NIET in writing any misdeed, deficiency, or inability to fulfill any PARTNER responsibilities.
- n. Submit reimbursement documentation of allowable grant expenses to NIET on a quarterly basis. Expenses determined to be unallowable will not be reimbursed with TIF funds.
- o. Adhere to the federal TIF grant program requirements and the responsibilities described in NIET’s TIF application.
- p. Agree to comply with the federal *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments* (OMB Circular A-102 and 34 CFR Part 80) and the federal *Cost Principles for State, Local, and Indian Tribal Governments* (2 CFR Part 225).
- q. Provide appropriate NIET staff access to any books, documents, files, papers, or other records which are pertinent to the grant, in order to make audits, examinations, excerpts and transcripts.

2. Contact Person. District shall appoint a person in a leadership position who will serve as the primary liaison to NIET for TAP responsibilities. The initial liaison is:

Name:	(b)(6)
Title:	
Contact:	

3. Fees. Fees for services provided by NIET include:

- a. *Personnel Fees and Costs.* District shall pay the following fees:

- i. A daily rate for NIET on-site support personnel of \$1,200 per day, billed for each day such personnel is onsite at PARTNER's facility or facilities with an annual minimum fee based on 4 days.
  - ii. A daily rate for NIET on-site TAP CORE Training based on the trainer's daily rate (\$1,200) with an annual minimum fee based on 9 days. One trainer is required for every 55 participants.
  - iii. A fee of \$750 per reviewer for TAP School Review plus airfare.
- b. *Subscription Fees.* For online services via the Portal, PARTNER shall pay an annual subscription fee for each school that participates in the TAP System, as follows:
- |   |                           |
|---|---------------------------|
| The TAP Training Portal (TTP):          | \$1,000 <i>per campus</i> |
| Comprehensive Online Data Entry (CODE): | \$2,000 <i>per campus</i> |

The Subscription Fees and Personnel Fees and Costs agreed to pursuant to this Section 3 apply for the Term and may be increased up to 10 percent by NIET in subsequent twelve month periods, with 30 day advance notice to PARTNER.

4. Invoice and Payment. NIET shall invoice PARTNER, and PARTNER shall promptly pay each invoice.
- a. The Subscription Fees shall be paid on or before access is provided [ December 1, 2012], and in advance of each subsequent school year.
  - b. All invoices will be mailed to PARTNER at the following address, unless PARTNER provides a written change of address:

\_\_\_Partnership Academy\_\_\_\_\_  
 \_\_\_305 E 77<sup>th</sup> St.\_\_\_\_\_  
 \_\_\_Richfield, MN 55423\_\_\_\_\_  
 ATTN: Stanley Roberts

**IV. ADDITIONAL TERMS.**

1. *Term of MOU.* This MOU shall be effective on DATE, and terminate, except as provided herein, on DATE (the "*Term*"), unless renewed in writing for a subsequent twelve month period. NIET or PARTNER may terminate this MOU during the Term by written notice delivered to the addresses set forth besides each Party's signature below 30 days in advance of such early termination. Upon termination hereof, PARTNER shall pay the Personnel Fees and Costs for services rendered and costs incurred, if any, by NIET prior to the date of termination. NIET shall not refund any portion of the Subscriber Fees. The Parties may agree in writing to contract for transition services following such termination. Section IV hereof and the General Terms and Conditions attached hereto shall survive termination or expiration of this MOU.

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IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

FOR AND ON BEHALF OF PARTNER

FOR AND ON BEHALF OF NIET



(b)(6)



\_\_\_\_\_  
Name: Lisa Hendricks  
Title: Superintendent  
Date: 7/18/12

\_\_\_\_\_  
Name: Gary Stark  
Title: President  
Date: 7/19/12

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- c. Use of Services. Client agrees that (i) it will not knowingly use the Services in contravention of any laws or regulations, (ii) it will use the Services in accordance with the instructions and reasonable policies established by NIET from time to time and communicated to Client and (iii) it will use the Services only for internal training purposes. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any third-party.
- d. Client Responsible for Compliance with Laws. Client (and not NIET) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its employees (including labor regulations (e.g., time and attendance) and collective bargaining agreements, and (ii) for any use Client may make of the Services to assist in complying with laws and governmental regulations, including qualifying for and obtaining grants or complying with any related audits.
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- f. Guidance. This TIF grant has different requirements for performance-based compensation than those described in the current version of the Teacher Evaluation and Compensation guide (TEC Guide), which is provided to all partners by NIET. NIET will be responsible for providing guidance to the PARTNER on how these regulations could affect performance-based compensation.

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- b. Taxes. There shall be added to all payments hereunder amounts equal to any applicable sales or use taxes levied or based on this Agreement, unless Client provides the appropriate proof of exemption.

## 3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NIET EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE NIET PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY NIET OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NIET.

## 4. INTELLECTUAL PROPERTY

- a. Ownership of Proprietary Rights. All software applications and related documentation made available, directly or indirectly, by NIET to Client, including without limitation the Portal and all manuals, reports, studies and similar material created by NIET, as part of the Services (collectively, the "NIET Products") are the exclusive property of NIET or the third parties from whom NIET has secured the rights to such NIET Product. All rights, title and interest in or to any copyright, trademark, service mark and other proprietary right relating to the NIET Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by NIET for use with, the NIET Products, shall be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered with such software. Neither Client nor any recipient shall: (i) alter or remove from any NIET Product or associated documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the NIET Product or other confidential and proprietary information.
- b. Use of Proprietary Rights You are authorized to use the NIET Products only for the purposes described in the MOU. You agree that you will not use, copy, reproduce, republish, upload, post, publicly display, transmit or distribute the NIET Products in any way whatsoever except in compliance with the MOU and these General Terms and Conditions. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the NIET Products in any manner.
- c. NIET Infringement Indemnity. NIET will defend Client in any suit or cause of action alleging that the NIET Products, as provided by NIET and used in accordance with the terms of this Agreement, infringe upon any United States copyright, trade secret, or other proprietary right of a third party. NIET will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) NIET is promptly notified in writing of such a suit or cause of action, (ii) NIET controls any negotiations or defense and Client assists NIET as reasonably required by NIET, and (iii) Client takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity will not apply and NIET will not be liable for any damages assessed in any suit or cause of action whereby Client is required to indemnify NIET pursuant to Section 4.c. below. If any NIET Product is held or believed to infringe on any third-party's intellectual property rights, NIET may, in its sole discretion, (a) modify the NIET Product to be non-infringing, (b) obtain for Client a license to continue using such NIET Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing NIET Product and return to Client any unearned fees paid by Client to NIET in advance. This section 4.b. states NIET's entire liability and Client's exclusive remedies for infringement

of intellectual property rights of any kind.

- d. Client Infringement Indemnity. To the extent permitted by State law, Client will defend NIET against, and pay damages assessed in, any suit or cause of action alleging that the NIET Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from (i) any alteration, change, modification and /or enhancement of the NIET Products made by Client or any third party on behalf of Client without NIET's express permission; (ii) Client's use of the NIET Products in combination with any hardware, software or other materials not expressly authorized by NIET, or use of other than the most current release of the NIET Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the NIET Products after Client has been notified that the NIET Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified NIET Products after Client has been informed of modifications that would avoid claims of infringement.

## 5. GENERAL PROVISIONS.

- a. Protection of Client Files. NIET will take reasonable precautions to prevent the loss of or alteration to Client's data files in NIET's possession, but NIET does not undertake to guarantee against any such loss or alteration. NIET will maintain a record retention policy and may from time to time, in its sole discretion, modify or amend such policy. However, NIET is not and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to NIET.
- b. Confidential Information. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized agents with a need to know and will instruct such persons to keep such information confidential. Notwithstanding the foregoing, (i) NEIT may use information collected in the Portal for its noncommercial research purposes and (ii) the receiving party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it and to the extent necessary to enforce its rights under this Agreement.

## 6. LIMITATION OF LIABILITY

This Section 6 sets forth the full extent of NIET's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies. Each of NIET and Client acknowledge that the Fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 6.

- a. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to NIET, (ii) Client's failure to use the Services in the manner prescribed by NIET, and (iii) Client's failure to supply accurate and timely information.
- b. Errors and Omissions. NIET's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by NIET shall be to correct the affected Client study, report or material, as the case may be. Upon the request of Client, NIET will correct any error or omission made by NIET in connection with the Services at no additional charge to Client.
- c. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this agreement (other than and subject to its indemnity obligations pursuant to Section 4B above), NIET's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to the Services will be limited in each instance to the lesser of (i) the amount of actual damages incurred by Client or, (ii) NIET's charges for the affected Services; provided however, that NIET's aggregate liability hereunder in any calendar

year will not exceed the Fees collected by NIET during the previous twelve (12) months. NIET will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against future Services. The foregoing limitation shall not apply to actual damages incurred by Client as a direct result of the criminal or fraudulent acts of NIET or any of its employees.

- d. No Consequential Damages. NEITHER NIET NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IS SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. TERM AND TERMINATION

- a. Term. NIET or Client may terminate the MOU as provided therein. The Terms of this General Terms and Conditions shall survive the termination of the MOU, as applicable.
- b. Post-Termination Services. If the parties agree to any post termination services, such as transition services, the Agreement shall continue to with respect to such Services to the extent not expressly contradicted by any such post-termination agreement.
- c. Post-Termination Data. If requested by Client within 6 months of the termination of the MOU, NIET shall deliver CODE reports to Client in, at NIET's election, an Excel or .pdf format. Client may request within 6 months of the termination of the MOU CODE reports in another format, or raw data, and NIET will attempt to accommodate Client at a fee to be mutually agreed upon by the parties.

## 8. GENERAL

- a. Assignment. Neither party may assign this Agreement without the prior written consent of the other.
- b. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except by a writing signed by NIET and Client.
- c. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.
- d. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement, NIET has no obligation to any third party by virtue of this Agreement.
- e. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- f. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws.
- g. Notices. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in the MOU. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.



July 10, 2012

Dear Assistant Secretary Delisle,

As Chair of the Emily O. Goodridge-Grey Accelerated Charter School Board of Education, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Emily Grey in Minneapolis, Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Emily Grey's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

Name: (b)(6) JEANENE NOLL

Title: Board Chair, Emily Grey Charter School

Date: 07/26/12



July 10, 2012

Dear Assistant Secretary Delisle,

As Chair of the Emily O. Goodridge-Grey Accelerated Charter School Board of Education, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Emily Grey in Minneapolis, Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Emily Grey's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

Name: (b)(6)

Title: Board member

Date: 7/26/12



July 10, 2012

Dear Assistant Secretary Delisle,

As Chair of the Emily O. Goodridge-Grey Accelerated Charter School Board of Education, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Emily Grey in Minneapolis, Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Emily Grey's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

Name: ROBERT RYDLAND (b)(6)

Title: BOARD MEMBER

Date: 7-26-12



July 10, 2012

Dear Assistant Secretary Delisle,

As Superintendent of the Emily O. Goodridge-Grey Accelerated Charter School, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Emily Grey. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Emily Grey's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools. I also commit to working with NIET to enact the sustainability plan described in the grant.

In addition, I certify that the school vote percentages reported in the grant are accurate and that votes were given freely under a transparent process. Please reference the MOU for a detailed accounting of my district's partnership with NIET under this TIF grant.

Sincerely,

(b)(6)

Name:

Dimitri Russell

Title:

Executive Director

Date:

7/20/12



July 10, 2012

Dear Assistant Secretary Delisle,

I am writing to express my strong support of **Emily Grey Charter School's** Teacher Incentive Fund (TIF) project in partnership with the National Institute for Excellence in Teaching's (NIET). This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in a high-need school like **Emily Grey Charter School**. The proposal aims to promote a comprehensive evidence-based reform model that provides differentiated compensation for teachers and principals based on teachers' performance in the classroom and the academic performance of their students. In addition, it provides instructionally-focused accountability, career advancement opportunities, and time for ongoing professional development during the school day. I look forward to the positive changes that TAP will bring to the **Emily Grey Charter School**.

Sincerely,

Name:

(b)(6)

Title: Parent of a student enrolled at Emily Grey.

Date:

7/26/12



July 10, 2012

Dear Assistant Secretary Delisle,

I am writing to express my strong support of **Emily Grey Charter School's** Teacher Incentive Fund (TIF) project in partnership with the National Institute for Excellence in Teaching's (NIET). This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in a high-need school like **Emily Grey Charter School**. The proposal aims to promote a comprehensive evidence-based reform model that provides differentiated compensation for teachers and principals based on teachers' performance in the classroom and the academic performance of their students. In addition, it provides instructionally-focused accountability, career advancement opportunities, and time for ongoing professional development during the school day. I look forward to the positive changes that TAP will bring to the **Emily Grey Charter School**.

Sincerely,

Name: (b)(6) \_\_\_\_\_

Title: Parent of a student enrolled at Emily Grey.

Date: 7/26/12



July 10, 2012

Dear Assistant Secretary Delisle,

I am writing to express my strong support of **Emily Grey Charter School's** Teacher Incentive Fund (TIF) project in partnership with the National Institute for Excellence in Teaching's (NIET). This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in a high-need school like **Emily Grey Charter School**. The proposal aims to promote a comprehensive evidence-based reform model that provides differentiated compensation for teachers and principals based on teachers' performance in the classroom and the academic performance of their students. In addition, it provides instructionally-focused accountability, career advancement opportunities, and time for ongoing professional development during the school day. I look forward to the positive changes that TAP will bring to the **Emily Grey Charter School**.

Sincerely,

Name:

(b)(6)

Title: Parent of a student enrolled at Emily Grey.

Date:

7-26-12



July 10, 2012

Dear Assistant Secretary Delisle,

I am writing to express my strong support of **Emily Grey Charter School's** Teacher Incentive Fund (TIF) project in partnership with the National Institute for Excellence in Teaching's (NIET). This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in a high-need school like **Emily Grey Charter School**. The proposal aims to promote a comprehensive evidence-based reform model that provides differentiated compensation for teachers and principals based on teachers' performance in the classroom and the academic performance of their students. In addition, it provides instructionally-focused accountability, career advancement opportunities, and time for ongoing professional development during the school day. I look forward to the positive changes that TAP will bring to the **Emily Grey Charter School**.

Sincerely,

Name: (b)(6)

Title: Parent of a student enrolled at Emily Grey.

Date: 7.26.12



July 10, 2012

Dear Assistant Secretary Delisle,

I am writing to express my strong support of **Emily Grey Charter School's** Teacher Incentive Fund (TIF) project in partnership with the National Institute for Excellence in Teaching's (NIET). This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in a high-need school like **Emily Grey Charter School**. The proposal aims to promote a comprehensive evidence-based reform model that provides differentiated compensation for teachers and principals based on teachers' performance in the classroom and the academic performance of their students. In addition, it provides instructionally-focused accountability, career advancement opportunities, and time for ongoing professional development during the school day. I look forward to the positive changes that TAP will bring to the **Emily Grey Charter School**.

Sincerely,

Name:

(b)(6)

Title: Parent of a student enrolled at Emily Grey.

Date:

7.24.12



**Sojourner Truth Academy**  
"Where the only thing going on is learning..."  
3820 Emerson Ave N.  
Minneapolis, MN 55412  
612.588.3599 phone - 612.588.0217 fax  
www.sojournertruthacademy.org



July 10, 2012

Dear Assistant Secretary Delisle,

As Chair of the Sojourner Truth Academy Board of Education, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Sojourner Truth Academy in Minneapolis, MN. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Sojourner Truth Academy partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

(b)(6)  
Name: \_\_\_\_\_

Title: Board Chair

Date: 7/10/12

July 19, 2012

Dear Assistant Secretary Delisle,

I am writing to express my strong support of Sojourner Truth Academy's Teacher Incentive Fund (TIF) project in partnership with the National Institute for Excellence in Teaching's (NIET). This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in Sojourner Truth Academy. The proposal aims to promote a comprehensive evidence-based reform model that provides differentiated compensation for teachers and principals based on teachers' performance in the classroom and the academic performance of their students. In addition, it provides instructionally-focused accountability, career advancement opportunities, and time for ongoing professional development during the school day. I look forward to the positive changes that TAP will bring to schools in Sojourner Truth Academy.

Sincerely,

(b)(6)

Name: Katie Kohn

Organization: Pillsbury United Communities

Title: Charter School Authorizer Liaison

Date: July 19, 2012





**Sojourner Truth Academy**  
"Where the only thing going on is learning..."  
3820 Emerson Ave N.  
Minneapolis, MN 55412  
612.588.3599 phone - 612.588.0217 fax  
www.sojournertruthacademy.org



July 10, 2012

Dear Assistant Secretary Delisle,

As Superintendent of Sojourner Truth Academy, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with my district in Minneapolis, MN. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Sojourner Truth Academy partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools. I also commit to working with NIET to enact the sustainability plan described in the grant.

In addition, I certify that the school vote of 91% percent reported in the grant are accurate and that votes were given freely under a transparent process. Please reference the MOU for a detailed accounting of my district's partnership with NIET under this TIF grant.

Sincerely,

(b)(6)

Name:

Julie Guy

Title:

Director

Date:

7-17-12



# Hmong College Prep Academy

K - 12 Public Charter School

1515 Brewster Street, St. Paul, MN 55108

<http://www.hmongacademy.org> Office: (651) 209-8002 Fax: (651) 209-8003

July 13, 2012

Dear Assistant Secretary Delisle,

As Chair of the Hmong College Prep Academy, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Hmong College Prep Academy in St Paul, Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Hmong College Prep Academy's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

(b)(6)

Name: Kia Moua

Title: HCPA Board Chair

Date: 07/13/2012



# Hmong College Prep Academy

K - 12 Public Charter School

1515 Brewster Street, St. Paul, MN 55108

<http://www.hmongacademy.org> Office: (651) 209-8002 Fax: (651) 209-8003

July 13, 2012

Dear Assistant Secretary Delisle,

As Superintendent of the Hmong College Prep Academy, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Hmong College Prep Academy in St Paul, Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Hmong College Prep Academy's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

(b)(6)

Name: Christianna Hang

Title: HCPA Superintendent

Date: 07/13/2012



# Hmong College Prep Academy

K - 12 Public Charter School

1515 Brewster Street, St. Paul, MN 55108

<http://www.hmongacademy.org> Office: (651) 209-8002 Fax: (651) 209-8003

July 13, 2012

Dear Assistant Secretary Delisle,

As a parent of the Hmong College Prep Academy, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Hmong College Prep Academy in St Paul, Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Hmong College Prep Academy's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

(b)(6)

Name: May Xang

Title: HCPA Parent

Date: 07/13/2012



*To Empower Teachers, Students, Families and our Broader  
Community as Partners in Creating an Exceptional School*

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July 17, 2012

Dear Assistant Secretary Delisle,

As Chair of the Partnership Academy Board of Education, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with Partnership Academy Charter School in Richfield, MN. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in the school and related Consortium. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Partnership Academy's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools.

Sincerely,

(b)(6)

Deirdre Kramer  
Partnership Academy Board Chair



To Empower Teachers, Students, Families and our Broader  
Community as Partners in Creating an Exceptional School

July 17, 2012

Dear Assistant Secretary Delisle,

As the Executive Director and Superintendent of Partnership Academy, I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant in partnership with the other Consortium schools in Minnesota. This grant will help implement TAP: The System for Teacher and Student Advancement (TAP) in high-need schools in these districts. I look forward to the positive changes that TAP will bring.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm my commitment to help ensure the TAP system is implemented with fidelity. I support Partnership Academy's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in their schools. I also commit to working with NIET to enact the sustainability plan described in the grant.

In addition, I certify that the school vote percentages reported in the grant are accurate and that votes were given freely under a transparent process. Please reference the MOU for a detailed accounting of my district's partnership with NIET under this TIF grant.

Sincerely,

(b)(6)

Lisa Hendricks  
Executive Director

**From:** [Dave Farley \(dfarley@niet.org\)](mailto:dfarley@niet.org)  
**To:** [Sarah Shoff \(sshoff@niet.org\)](mailto:sshoff@niet.org)  
**Subject:** FW: Indirect Cost Rate Proposal  
**Date:** Thursday, July 19, 2012 12:11:47 PM

Dave Farley, Director of Grant Management  
National Institute for Excellence in Teaching  
Office: (310) 570-4862

**From:** Wen, Emily [<mailto:Emily.Wen@ed.gov>]  
**Sent:** Thursday, July 19, 2012 11:14 AM  
**To:** Dave Farley ([dfarley@niet.org](mailto:dfarley@niet.org))  
**Subject:** Indirect Cost Rate Proposal

Dave: per our conversation today, your organization's proposal was not submitted until May 2012, although it was due last December. This proposal is currently in cue for review sometime in September, and the process should complete on or around September 30, 2012.

In the meantime, I think it's fine to use the 11% proposed rate as the provisional rate between July-September 30, until we can approve an official rate and you can retroactively adjust it accordingly. Please contact me if you have further questions. Emily

Emily Wen, CPA  
Cost Negotiator  
OCFO/Financial Improvement and Post Audit Operations/Indirect Cost Group  
550 12th Street, SW  
Washington, DC 20202-4450  
Telephone #: 202-245-8109  
Fax #: 202-245-8390  
Email: [Emily.Wen@Ed.gov](mailto:Emily.Wen@Ed.gov)

## INDIRECT COST RATE AGREEMENT NONPROFIT ORGANIZATION

**ORGANIZATION:**

**DATE:** JUN 14 2011

National Institute for Excellence in Teaching  
1250 Fourth Street  
Santa Monica, CA 90401

**AGREEMENT NO.** 2011-196

**FILING REFERENCE:** This replaces previous  
Agreement No. 2010-130  
dated: August 8, 2010

**EIN:** 20-2268389

The purpose of this Agreement is to establish indirect cost rates for use in awarding and managing of Federal contracts, grants, and other assistance arrangements to which Office of Management and Budget (OMB) Circular A-122 applies. This agreement is issued by the U.S. Department of Education pursuant to the authority cited in Attachment A of OMB Circular A-122.

This Agreement consists of four parts: Section I - Rates and Bases; Section II - Particulars; Section III - Special Remarks; and, Section IV - Approvals.

### Section I - Rate(s) and Base(s)

<u>TYPE</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Base</u>	<u>Coverage</u>	
	<u>From</u>	<u>To</u>			<u>Location</u>	<u>Applicability</u>
Final	07-01-09	06-30-10	11.6%	<u>1/</u>	All	All Programs
Provisional	07-01-10	06-30-12	11.6%	<u>1/</u>	All	All Programs

1/ Total direct costs less items of equipment, alterations and renovations, participant support, pass-through and each sub-award in excess of \$25,000.

**Treatment of Fringe Benefits:** Fringe Benefits applicable to direct salaries and wages are treated as direct costs.

**Capitalization Policy:** Items of equipment are capitalized and depreciated if the initial acquisition cost is in excess of \$1,000.

**Section II - Particulars**

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**SCOPE:** The indirect cost rate(s) contained herein are for use with grants, contracts, and other financial assistance agreements awarded by the Federal Government to the Organization and subject to OMB Circular A-122.

**LIMITATIONS:** Application of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations on the use of funds, and payment of costs hereunder are subject to the availability of appropriations applicable to a given grant or contract. Acceptance of the rate(s) agreed to herein is predicated on the conditions: (A) that no costs other than those incurred by the Organization, were included in the indirect cost pools as finally accepted, and that such costs are legal obligations of the Organization and allowable under the governing cost principles; (B) that the same costs that have been treated as indirect costs are not claimed as direct costs; (C) that similar types of information which are provided by the Organization, and which were used as a basis for acceptance of rates agreed to herein, are not subsequently found to be materially incomplete or inaccurate; and (D) that similar types of costs have been accorded consistent accounting treatment.

**ACCOUNTING CHANGES:** Fixed or predetermined rates contained in this Agreement are based on the accounting system in effect at the time the Agreement was negotiated. When changes to the method of accounting for costs affect the amount of reimbursement resulting from the use of these rates, the changes will require the prior approval of the authorized representative of the cognizant negotiation agency. Such changes include, but are not limited to, changing a particular type of cost from an indirect to a direct charge. Failure to obtain such approval may result in subsequent cost disallowances.

**FIXED RATE:** The negotiated rate is based on an estimate of the costs which will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in a subsequent negotiation to compensate for the difference between the cost used to establish the fixed rate and the actual costs.

**NOTIFICATION TO OTHER FEDERAL AGENCIES:** Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

**AUDIT:** If a rate in this Agreement contains amounts from a cost allocation plan, future audit adjustments which affect this cost allocation plan will be compensated for during the rate approval process of a subsequent year.

Section III - Special Remarks

1. This Agreement is effective on the date of approval by the Federal Government.
2. Questions regarding this Agreement should be directed to the Negotiator.
3. Approval of the rate(s) contained herein does not establish acceptance of the Organization's total methodology for the computation of indirect cost rates for years other than the year(s) herein cited.
4. If at a future date this organization receives Federal funding, an indirect cost rate proposal should be submitted to that Federal agency within ninety days of receipt of the award. If at that time, more than one Federal agency issues an award, the proposal should be sent to the agency providing the majority of federal funding.

Section IV - Approvals

For the Nonprofit Organization:

National Institute for Excellence in Teaching  
 1250 Fourth Street  
 Santa Monica, CA 90401

For the Federal Government:

U.S. Department of Education  
 OCFO/FIPAO/ICG  
 550 12<sup>TH</sup> Street SW  
 Washington, DC 20202-4450

Tamara Schiff  
 Signature

Mary Gougisha  
 Signature

Tamara Schiff  
 Name

Mary Gougisha  
 Name

Senior Vice President  
 Title

Director, Indirect Cost Group  
 Title

6/20/2011  
 Date

JUN 14 2011  
 Date

Hanan Hardy  
 Negotiator

(202) 245-8040  
 Telephone

**GARY E. STARK**  
**National Institute for Excellence in Teaching**  
**President and CEO**

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**SUMMARY**

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As president and chief executive officer, Dr. Gary Stark is responsible for the management, operations and performance of the National Institute for Excellence in Teaching (NIET). He works closely with NIET senior staff to oversee activities related to the implementation and advancement of the TAP system across the country.

Prior to his position with the National Institute for Excellence in Teaching (NIET), Dr. Stark has been actively involved in the education profession and education reform. During his career, he has held positions as an assistant professor/policy analyst, special assistant to the assistant secretary of education, state-level executive director, school administrator, and most importantly, a classroom teacher.

Prior to his appointment as the special assistant to the assistant secretary of education in April of 2004, he served as the executive director of the Arkansas Teacher Advancement Program, an initiative of the Milken Family Foundation in partnership with the University of Arkansas, where he lead the implementation of a teacher quality whole-school reform model. In 2000, Dr. Stark served as the president of the Arkansas Middle Level Administrators Association. In 2001, he was recognized with the Milken National Educator Award, while serving as the middle school principal at Helen Tyson Middle School in Springdale, Arkansas. In addition to the above experiences, he has consulted with various schools around the nation in the areas of master and mentor teacher development, professional development models and structures, instructional performance standards, and performance pay models.

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**EDUCATION**

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Ed.D., Educational Administration, University of Arkansas, Fayetteville, Arkansas, 2006  
Ed.S., School Administration, University of Central Arkansas, Conway, Arkansas, 1996  
MSE, Secondary School Administration, University of Central Arkansas, Conway, Arkansas, 1994  
BSE, Special Education University of Central Arkansas, Conway, Arkansas, 1990

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**EMPLOYMENT HISTORY**

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2010- present National Institute for Excellence in Teaching, Fayetteville, AR, President and CEO  
2005-2010 National Institute for Excellence in Teaching, Fayetteville, AR, Vice President, Program Development  
2005-2006 Teacher Advancement Program Foundation, Fayetteville, AR, Vice President, Program Development  
2005 Milken Family Foundation, Fayetteville, AR, Vice President, Program Development  
2004-2005 University of Arkansas, AR, Visiting Assistant Professor/ Ed. Policy Analyst

2004-2004 U.S. Department of Education, Special Assistant to the Assistant Secretary  
2001-2004 Arkansas Teacher Advancement Program, AR, Executive Director  
1997-2001 Springdale School District, Helen Tyson Middle School, AR, Principal  
1995-1997 Waldron School District, AR, Waldron Middle School, Principal  
1995-1997 Waldron School District, AR, Waldron High School, Assistant Principal,  
1993 – 1995 North Little Rock School District, AR, Special Education Teacher  
1993-1993 Metropolitan Public Schools, Nashville, TN, Special Education Teacher  
1988-1993 U.S. Coast Guard , Military Instructor/Marine Safety Officer

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## **RELEVANT EXPERIENCE**

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### **Performance-Based Compensation: Knowledge and Development**

- Dr. Gary Stark presents nationally at conferences and trainings. In addition, he routinely interacts with teachers and principals around the country on site-level school reform issues. Dr. Gary Stark also testifies before legislative committees, school boards, and other non-profit foundation boards regarding teacher quality, accountability, and performance compensation. He has also served on review committees and monitoring teams from the U.S. Department of Education and State Education Agencies.
  
- Dr. Gary Stark serves as a senior staff member of the National Institute for Excellence in Teaching. He provides guidance and expertise in the area of program development for the Teacher Advancement Program (TAP). He also provides on-site technical assistance that includes implementation planning for performance compensation, teacher evaluator training, and applied professional development structures. In addition he conducts training for school and district level leadership teams and assists them in conducting needs assessments and/or developing budgets that support performance compensation models or school re-structuring models.

### **Management**

- As a school principal, Dr. Stark led a large school of approximately 100 faculty and staff in a very progressive and accomplished school district. He had a wide range of responsibilities and commitments within the district and community, which included hiring, training, and evaluation of staff, as well as being the primary leader of the building level instructional plan. During Dr. Stark's five years as principal his school was recognized for improved student achievement scores as a result of a systematic focus on student data with strong accountability measures for instructional planning and delivery. During his tenure, his school was recognized as the school of the year and outstanding middle level program. Dr. Stark was recognized with a national educator award in 2001.

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## **PUBLICATIONS and PRESENTATIONS**

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Milken National Education Conference, Role of Education Sector in Enhancing Teacher Quality, May 2006, Washington DC.

Center for Teacher Quality, Teacher Compensation, May 3, 2006

Education Commission of the States, Forum on Teacher Compensation Redesign, Wilmington, DE, April 29, 2006,

National Teacher Advancement Program Conference, Hilton Head, SC, November 2005.

Great Schools Partnership Education Summit, Knoxville, TN, November 2005.

Texas Public Policy Foundation, Primer on Teacher Compensation, Austin, TX, 2005.

University of Wyoming Law School, Teacher Quality and School Reform, Laramie, WY, June 2005

Testimony to the Texas Legislature: Performance Compensation, House Education Committee May 2005, Austin TX

Governor's Education Reform Summit 2004, Accountability Legislation, Jackson, MS

Milken National Education Conference 2003, Los Angeles, CA

Regional Summit On Teacher Quality 2003, Austin, TX

Grant Presentation to the Assistant Secretary of Education, Sponsored by Congressman John Boozman, Jan 2003, Washington DC.

Stark, Gary, Solmon, Lewis C. (November 18, 2002). "More Pay or Better Teachers?" *Arkansas Business*, Commentary.

National TAP Conference, 2002 Phoenix, AZ

National Conference on Teacher Compensation and Evaluation, for Policy Research in Education 2002, Chicago, IL

ADE Smart Step Presenter, Standards-based Classroom w/ADE Director Simon, 2002

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### **BOARD MEMBER AND POSITIONS**

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White House political appointment as Special Assistant to the Assistant Secretary of Education 2004

Arkansas Association of Middle Level Administrators, President, 2000

Arkansas Association of Educational Administrators, Board of Directors, 2000

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### **RECOGNITIONS and AWARDS**

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National Milken Educator Award Recipient 2001

2000 Middle School of the Year, "Shannon Wright Award"

## Jason A. Culbertson

(b)(6)

### EDUCATION:

Converse College; Spartanburg, SC  
Educational Specialist Degree – July 2007  
Summa Cum Laude

University of South Carolina; Columbia, SC  
Master of Teaching Degree – May 2001  
Summa Cum Laude

University of South Carolina; Columbia, SC  
Bachelor of Arts Degree - December 1999  
Major: History  
Bachelor of Arts Degree – December 1999  
Major: Political Science  
Cum Laude

### EXPERIENCE:

June 2012 – Present – *National Institute for Excellence in Teaching – Chief Learning Officer and Executive Vice President.*

Responsibilities include: Oversight of research, communications, and policy; Directing all professional development and training activities including national conferences and summer institutes for TAP; TAP System Training Portal design and management; assisting districts and states plan and execute comprehensive school reform; grant writing and management; primary liaison with partners; managing invoices and revenue collections; measuring fidelity of TAP implementation at various sites across the nation; providing on-site technical assistance as requested by partner projects; and communicating regularly with media outlets.

July 2009 – May 2012 – *National Institute for Excellence in Teaching – Vice President of School Services.*  
Responsibilities include: Directing all professional development and training activities including national conferences and summer institutes for TAP; TAP System Training Portal design and management; assisting districts and states plan and execute comprehensive school reform; grant writing; measuring fidelity of TAP implementation at various sites across the nation; providing on-site technical assistance as requested by partner projects; and communicating regularly with media outlets.

May 2005 – July 2009 – *South Carolina Department of Education – Executive Director, South Carolina Teacher Advancement Program; Project Director of Teacher Incentive Fund Grant.*  
Responsibilities included: Providing technical support to schools; grant management and oversight; coordinating principals; directing budget creation and implementation; grant writing; classroom observations; expansion presentations; conducting quality control program reviews in South Carolina and other states; leading monthly professional development meetings; serving as liaison between data analysis companies and school districts; planning and hosting two national Teacher Advancement Program conferences; designing on-line data analysis software; recruitment of teachers; developing statewide policy; interviewing and selecting teachers, mentor teachers, and master teachers; assisting principals with creating master schedules; conducting annual job performance reviews of master teachers; assisting principal with reallocating funds to support or sustain programs; analysis of student data; curriculum calibration; drafting provisos; creating data management plans; communicating regularly with media outlets.

June 2004 – May 2005 - *Laurens School District 56– Bell Street Middle School, Master Teacher.*

Responsibilities included: Social Studies; Language Arts; assisted principal in administrative roles; designed a computer program to help students perform higher on standardized tests; mentored and coached teachers in all curriculum areas; led professional development twice weekly; designed and implemented school plan and long range plan; monitored and evaluated student teachers performed all regular classroom duties.

June 2003 – May 2004 - *Laurens School District 56– Bell Street Middle School, Mentor Teacher.*

Responsibilities included: Social Studies; team leader; parent liaison; monitored and evaluated student teachers; designed a curriculum map for 7<sup>th</sup> and 8<sup>th</sup> grade Social Studies; all regular classroom duties.

August 2001 – May 2003 - *Laurens School District 56– Bell Street Middle School, 7<sup>th</sup> and 8<sup>th</sup> Grade Teacher.*

Responsibilities included: Social Studies; parent liaison; head basketball coach; academic team coach; Beta Club sponsor; CHAMPS advisor; all regular classroom duties.

### **LEADERSHIP/AWARDS:**

- Featured in *TIME* magazine (February 2008)
- Designed TEACHouse concept for subsidized teacher housing in rural areas
- Featured in *Newsweek* (November 2007)
- Featured on SCETV's *In Our Schools* (April 2007)
- Designed communications plan used by US Department of Education as national model
- Wrote and received over \$40 million in competitive federal grants
- Designed the Comprehensive On-Line Data Entry (CODE) system for schools
- Selected for Leadership Seminar through State Department of Education
- Featured speaker at numerous national conferences
- Featured in *Education Week* (June 2006 and March 2009)
- South Carolina Textbook Adoption Committee
- Featured in *US News and World Report* (June 2004)
- Selected as a South Carolina Curriculum Leader through Furman University
- Chair of the Social Studies Department

### **PRESENTATIONS:**

Culbertson, J.A., (2010) Retaining Effective Teachers, Yale School of Management Educational Leadership Conference, New Haven, CT.

Culbertson, J.A., (2009) The TAP System, National Governors' Association Conference, Nashville, TN.

Culbertson, J.A., (2008) Performance Pay for Teachers, Southern Legislative Conference, Oklahoma City, OK.

Culbertson, J.A., (2008) South Carolina's Teacher Incentive Program, Arkansas Educator Conference, Little Rock, AR

Culbertson, J.A., (2008) South Carolina's Teacher Incentive Program, National Title II Conference, Washington, D.C.

Culbertson, J.A., (2008) Outcomes Based Teacher Incentive Programs, South Carolina Education Oversight Committee, Columbia, SC.

Culbertson, J.A., (2007) Designing A Pay for Performance Plan, New York City Charter School Association, New York, NY.

Culbertson, J.A., (2007) The Teacher Advancement Program in South Carolina, Florida K-12 Education Network, Orlando, FL.

Culbertson, J.A., (2007) South Carolina's Teacher Incentive Programs, Oklahoma Joint House and Senate Sub-Committee on Education Reform, Oklahoma City, OK.

Culbertson, J.A., (2007) Using Value Added Growth Analysis, Battelle Educational Conference, Columbus, OH.

Culbertson, J.A., (2007) The Expansion of South Carolina's Teacher Advancement Program, Center for Comprehensive Educator Reform National Conference, Chicago, IL.

Culbertson, J.A., (2007) Preparing for Success at a TAP School, Texas TAP Training, Austin, TX.

Culbertson, J.A., (2006) Building a Career Ladder in Education, National TAP Conference, Hilton Head,

SC.

- Culbertson, J.A., (2005) Preparing for Success at a TAP School, Florida TAP Training, Tallahassee, FL.
- Culbertson, J.A., (2004) Integrating Student-Created PowerPoints Across the Curriculum. South Carolina Middle School Association, Myrtle Beach, SC.
- Culbertson, J.A., (2004) Social Studies Curriculum Mapping, Mullins, SC.
- Culbertson, J.A., (2004) Innovative Social Studies Lessons K-12. Spartanburg District 1 Summer Social Studies Council, Spartanburg, SC.
- Culbertson, J.A., (2004) Innovative Lessons in the Social Studies. South Carolina Council for the Social Studies, Greenville, SC.

**KRISTAN VAN HOOK**  
**National Institute for Excellence in Teaching**  
**Vice President, Public Policy and Development**

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**SUMMARY**

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As vice president for public policy and development at the National Institute for Excellence in Teaching, Kristan Van Hook develops and implements strategies to build support of the Foundation's education initiatives, including the Teacher Advancement Program (TAP). She has over 15 years of experience in government and public policy, serving in senior staff positions at the U.S. House of Representatives Energy and Commerce Committee and as director of congressional affairs at the U.S. Commerce Department's National Telecommunications and Information Administration where she worked on administration initiatives in the area of education technology. In 1997, Ms. Van Hook started a successful public policy firm, representing corporate and nonprofit clients in the fields of communications and education, and served as executive director for the Partnership for 21st Century Skills, a coalition of business, community and education organizations. In 2004 she joined the TAP team, and plays a leading role in policy development around teacher effectiveness. Kristan graduated from Dartmouth College and the Kennedy School of Government at Harvard University.

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**EDUCATION**

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M.A., Public Policy, Harvard University, John F. Kennedy School of Government, Cambridge, Massachusetts, 1990, Teaching Assistant in Economics; Awarded Kennedy School Fellowship  
B.A., History, Dartmouth College, Hanover, New Hampshire, 1986, Cum Laude

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**EMPLOYMENT HISTORY**

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2004-present	National Institute for Excellence in Teaching, Washington, DC, Vice President, Public Policy and Development
2005-2006	Teacher Advancement Program Foundation, Washington, DC, Vice President, Public Policy
2004-2005	Teacher Advancement Program, Washington, DC, Vice President, Public Policy
2002-2003	Infotech Strategies, Washington, DC, Principal
1997-2002	Mindbeam/Simon Strategies, Washington, DC, President
1996-1997	U.S. Commerce Department, National Telecommunications and Information Administration, Director, Office of Congressional Affairs
1993-1996	U.S. House of Representatives, Subcommittee on Telecommunications and Finance, Policy Analyst
1990-1992	U.S. House of Representatives, Congressional Aide

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**RELEVANT EXPERIENCE**

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## **Public Policy Advocate for Teacher Effectiveness Reforms**

- Ms. Van Hook serves as the Vice President of Public Policy and Development and develops and advocates policy initiatives in the area of teacher effectiveness. Her position at NIET is to be a thought leader and expert resource in the area of teacher effectiveness to maximize NIET's role in education policy by building relationships with key federal and state policymakers, other education organizations, business leaders and opinion makers. Ms. Van Hook develops and executes public policy strategies to build awareness and support for the NIET's programs, including the Teacher Advancement Program (TAP), and provides information and strategic advice to the NIET leadership staff regarding developments in education policy at the federal and state level.
- Ms. Van Hook provides information and analysis to NIET colleagues about the development of education initiatives, and works with other NIET staff to create reports, white papers and guides regarding teacher effectiveness and education policy reforms. Ms. Van Hook has developed strong communications and coordination strategies to support TAP in its expansion and visibility.
- Ms. Van Hook works to secure funding for TAP in new and expanding states. She identifies and pursues opportunities within federal and state policy circles to promote TAP and its concepts, in an effort to effectively incorporate support for the program into state, district and school plans and budgets.

## **Public Relations and Business Consulting: Education and Health Information and Communications Technology**

- Ms. Van Hook represented the nation's third largest Internet service provider in the areas of telecommunications policy, spam, new wireless applications, and consumer initiatives with an emphasis on education and health technology. At Infotech Strategies, she provided strategic advice on developments in broadband applications and services for an international equipment and content company. Her work included advising a leading national equipment provider on wireless spectrum developments and regulations, education policies and programs, and digital rights management; advising an educational foundation on its annual conference and on ways to develop greater national support and visibility for its teacher quality program; as well as working with national coalition of educators to retain access to education spectrum and to update rules to support its use for broadband services.
- Ms. Van Hook served as the Executive Director of the Partnership for 21<sup>st</sup> Century Skills, a business-education coalition working to promote 21<sup>st</sup> century skills in K-12 education.

## **Public Policy Consulting: Telecommunications, Technology and Information**

- Ms. Van Hook built a highly successful consulting firm providing policy consulting and advice, representation, public affairs guidance and business development assistance. Working with clients in the telecommunications, technology and information industries, she co-directed the openNET coalition. This organization, which represents 1000

Internet companies including Internet service providers, media companies, and telecommunications firms whose goals are to gain access to cable high speed networks.

- Ms. Van Hook worked with a number of companies and organizations, including assisting an innovative wireless company in obtaining authorization for operation of its new wireless communications technology as well as in securing investments and publicity; advising the CEO of a major Japanese electronics and media company on strategic planning related to the Internet and new media development; representing a national education group and coalition of educators to preserve radio spectrum licenses across the country for educational purposes; and providing strategic advice to an international electronics manufacturer in implementing federal requirements for access for the disabled to telecommunications equipment. She also worked with a major telecommunications and Internet equipment supplier and an educational software company to provide business community support for the E Rate program.
- Ms. Van Hook's public speaking experience includes print and television interviews with national media. She has been invited to speaking presentations to organizations and conferences in Madrid, Stockholm, Paris, and states across the country.

### **National Telecommunications and Information Administration Policy Development**

- Ms. Van Hook was principally involved in developing, communicating and representing Administration policy on the Telecommunications Act of 1996. She developed initiatives on advanced telecommunications networks, the Telecommunications Opportunity Program, the E Rate and funding for school connectivity, and children's television. Ms. Van Hook briefed the President and Vice President on media violence and the V-chip. Along with building a broad coalition among educators, non-profits, community networking organizations and private companies in support of a multimillion dollar grant program, Ms. Van Hook worked with the Administration and Congress to develop and pass a 300 person agency budget.

### **Federal Policy Analysis and Development**

- At the U.S. House of Representatives Subcommittee on Telecommunications and Finance, Ms. Van Hook was principally involved in development and drafting of legislation impacting the communications, media and information industries.
- Ms. Van Hook negotiated closed captioning and video description requirements for the disabled; advised Chairman and Committee Members; conducted oversight, investigative and legislative activities relating to the telecommunications, media and information industries; served as principal advisor to the Chairman at hearings; wrote Committee reports, speeches and opinion pieces; analyzed agency and departmental budgetary requests; and conducted extensive work with Executive Branch, Federal Communications Commission, public interest groups and representatives of the cable, satellite, broadcasting, telephone and consumer electronics industries.

# *Basic Job Responsibilities: MASTER TEACHER*

## **Leadership Team Participation**

Some of the responsibilities a master teacher will have as a member of this team are to: analyze student data to identify student learning goals; develop a school academic achievement plan; create a school assessment plan; monitor goal setting, activities, classroom follow-up and goal attainment for cluster groups and Individual Growth Plans (IGPs); assess teacher evaluation results; and maintain inter-rater reliability.

## **Cluster Group Planning and Implementation**

As a cluster group leader, the master teacher will be responsible for: developing the long-range cluster plan, weekly cluster group meeting records, and activities with other members of the leadership team; overseeing and leading, co-leading or attending selected cluster meetings weekly following the *STEPS for Effective Learning*; providing appropriate follow-up in the classroom; and assessing all cluster groups' progress toward goals.

## **Manage Teachers' Individual Growth Plans (IGPs)**

The master teacher oversees groups of teachers in developing goals, provides instructional interventions with proven results, facilitates teacher proficiency with these new strategies through classroom-based follow-up, and ensures that the progression of teacher skill development is aligned with changing student learning needs.

## **Evaluations/Conferencing**

The master teacher conducts classroom evaluations and conferencing for both announced and unannounced observations.

## **Classroom Follow-Up**

The master teacher provides support following every cluster meeting (e.g., observation/feedback, model teaching, demonstration lessons and team teaching following every cluster meeting and in individual teacher mentoring situations).

## **Professional Growth**

While the master teacher is expected to come to the job with a high level of educational knowledge, they will be afforded the opportunity to work with a TAP director and other master teachers to enhance their skills and provide their teachers with only the best instructional interventions and strategies. In some cases, mentor teachers will also attend selected in-service training sessions.

## **Qualifications**

Master teachers are required to have substantially more experience in curriculum development, professional development and mentoring than a traditional teacher. They must represent the "gold standard" in teaching and serve as a role model to all other instructional staff. Master teachers should have at least five years experience and a proven track record in increasing student achievement. Master teachers must have contributed to their profession through activities such as conducting research, publishing articles or other work in reputable education journals, teaching at the higher education level, presenting at conferences, and receiving awards that recognize their educational talents. Finally, master teachers need to be excellent communicators with students and adults alike.

## Specific Qualifications Required

- » Master's degree in relevant academic discipline
- » Doctorate degree in relevant academic discipline desired
- » At least five years of successful teaching as measured by performance evaluations, promotions and portfolio of work
- » For teachers currently in TAP schools, exemplary evaluation scores on the TAP Rubrics
- » Demonstrated expertise in content, curriculum development, student learning, data analysis, mentoring and professional development, as demonstrated by an advanced degree, advanced training and/or career experience
- » Student data that illustrates the teacher's ability to increase student achievement through utilizing specific instructional interventions
- » Instructional expertise demonstrated through model teaching, team teaching, video presentations and student achievement gains
- » Classroom demonstrations and external observations
- » Proof of contribution to profession such as research, publications, university teaching, presentations and awards
- » Excellent communication skills and an understanding of how to facilitate growth in adults

## Overview of Master Teacher Position

Master teachers function in a unique manner relative to the traditional teacher. Their primary role is, with the principal, to analyze student data and create and institute an academic achievement plan for the school. Master teachers lead cluster groups and provide demonstration lessons, coaching and team teaching to career teachers. They also spend, on average, two hours per day teaching students. Master teachers collaborate to determine and to develop the adoption of learning resources. They are partners with the principal in evaluating other teachers. Master teachers may also partner with the principal in sharing some of the responsibility of interacting with parents.



## Role and Responsibilities

- » Analyze school-wide student data as the basis for developing a school plan
- » Develop the school plan utilizing the TAP processes
- » Oversee planning, facilitation and follow-up of cluster group meetings during Professional Growth Blocks
- » Team teach with colleagues, demonstrate model lessons, and develop and help implement curriculum
- » Observe and provide peer assistance and coaching toward meeting teachers' IGP goals
- » Evaluate teacher performance using the TAP Rubrics and conduct follow-up teacher conferences
- » Participate in all TAP trainings and become a Certified TAP Evaluator
- » Attend professional development meetings
- » Work an expanded calendar year



## Evaluation

The principal, TAP director and other master teachers will evaluate master teachers through announced and unannounced observations on an ongoing basis. (See *TAP Evaluation and Compensation Guide*.) As well, mentor and career teachers will participate in master teacher evaluations.

# MENTOR TEACHER

## **Leadership Team Participation**

The TAP leadership team (TLT) is responsible for the overall implementation of TAP. Some of the responsibilities a mentor teacher will have as a member of this team are to: analyze student data to identify professional needs; develop an academic achievement plan; create a school evaluation plan; monitor goal setting, activities, classroom follow-up and goal attainment for cluster groups and Individual Growth Plans (IGPs); assess teacher evaluation results; and maintain inter-rater reliability.

## **Cluster Group Planning and Implementation**

With cooperation and oversight from the master teacher, the mentor teacher develops the long-range cluster plan and weekly cluster group agendas and activities, following the *STEPS for Effective Learning*. He/she leads or co-leads weekly cluster meetings and maintains the cluster group record. When time permits, he/she also provides appropriate classroom follow-up.

## **Supports Individual Growth Plans (IGPs)**

With oversight from the master teacher, the mentor teacher facilitates teachers in developing their goals and acquiring instructional interventions with proven results. He/she is also responsible for enhancing teacher proficiency with classroom-based follow-up, and for ensuring that the progression of teacher skill development is aligned with changing student needs.

## **Evaluations/Conferencing**

The mentor teacher conducts classroom evaluations and conferences for both announced and unannounced observations.

## **Classroom Follow-Up**

The mentor teacher provides observation/feedback, model teaching (demonstration lessons) and team teaching following every cluster meeting and in individual teacher mentoring situations.

## **Qualifications**

The mentor teacher plays an essential role in TAP. In addition to helping create the academic achievement plan for the school, their role involves serving as a liaison between the master and career teachers to ensure all teachers are receiving the support necessary to improve their instruction and increase student achievement. By including mentors who are provided release time, the TAP model ensures that all teachers have the opportunity to be mentored.

## **Specific Qualifications Required**

- » Bachelor's degree and full credentials OR alternative certification, including passing level on elementary subject matter assessments and professional knowledge assessments
- » Portfolio and a classroom demonstration showing instructional excellence
- » Student data that illustrates the teacher's ability to increase student achievement through utilizing specific instructional strategies
- » Minimum of two years teaching experience
- » Recommended by the principal, TAP director and master and mentor teachers
- » Excellent instructor and communicator with an understanding of how to facilitate growth in adults

## **Overview of Mentor Teacher Position**

Mentor teachers are actively involved in enhancing/supporting the teaching experience of career teachers. Through the leadership team, they participate in analyzing student data and creating the academic achievement plan. With oversight and support from the master teacher, they lead cluster meetings and, as a result, mentor teachers also provide classroom-based follow-up and extensive feedback on the instructional practices of career teachers. Planning for instruction is in partnership with other mentor teachers and career teachers, with the input and guidance of the master teacher. Mentor teachers are required to engage in professional development activities that are both self- and team-directed.



## **Role and Responsibilities**

- » Through analysis of student data, create the school academic achievement plan
- » With oversight of the master teacher, plan and facilitate group meetings during Professional Growth Blocks and provide appropriate follow-up
- » Team teach with colleagues, demonstrate model lessons, and develop and help implement curriculum
- » Observe and provide peer assistance and coaching toward meeting teachers' IGP goals
- » Evaluate teacher performance using the TAP Rubrics
- » Participate in all TAP trainings and become a Certified TAP Evaluator
- » Work an expanded calendar year



## **Evaluation**

The principal, TAP director, master teachers and other mentor teachers will evaluate mentor teachers through announced and unannounced observations on an ongoing basis. (See *TAP Evaluation and Compensation Guide*.)

# CAREER TEACHER

## Qualifications

The career teacher is most similar to what we now think of as a traditional classroom teacher. The candidate is expected to have a bachelor's degree with at least a provisional teaching certificate in his/her specialty area. However, TAP also supports the hiring of talented candidates who have a bachelor's degree and successful completion of an alternative certification program.

## Overview of Career Teacher Position

The primary difference between the role of the career teacher in the TAP model and the role of the traditional teacher is that the career teacher routinely teams with more experienced master and mentor teachers. This team-teaching environment provides necessary support to the career teacher. This teaming also builds an induction program into the staffing system. As a result, the new teacher will not experience the feelings of isolation and frustration that many new teachers have. The career teacher also collaborates on lesson planning and develops expertise in all areas of instruction by working directly with mentor and master teachers.



## Role and Responsibilities

- » Attend cluster group meetings
  - › Meetings should occur at least once a week for one hour. During these meetings, career teachers are expected to attend and be prepared to participate in all aspects of the meeting.
- » Collaborate in the classroom with master and mentor teachers
  - › In conjunction with cluster groups, career teachers will be paired with a master and a mentor teacher who will, in each teacher's own classroom, provide instructional support to increase teacher expertise, and hence, student achievement. This team-teaching environment will allow the master/mentor teacher to observe the career teacher regularly.
  - › Variations of this one-to-one pairing may occur, depending upon financial viability and the number of qualified teachers at a school site.
- » Participate in TAP's Instructionally Focused Accountability System
  - › All teachers in TAP schools will be evaluated 4-6 times during the year by multiple evaluators using the TAP Rubrics as the measurement tool.
- » With assistance from the master/mentor teachers, career teachers develop expertise through creating and maintaining an Individual Growth Plan (IGP).
  - › In alignment with the teacher's refinement area (as identified during the TAP evaluation process) and his/her students' academic needs, the teacher will be asked, with ongoing support from the master/mentor teachers, to develop and maintain a TAP IGP.
- » Career teachers work a traditional calendar year.



## Evaluation

The principal, master teachers and mentor teachers will evaluate career teachers through announced and unannounced observations on an ongoing basis. (See *TAP Evaluation and Compensation Guide*.)





























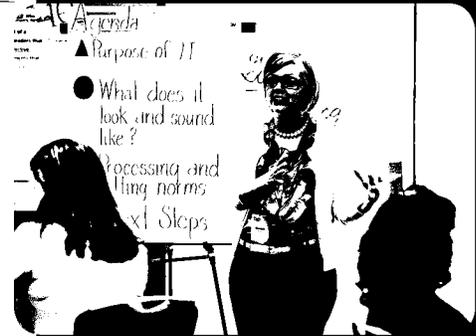






### Observer Scores

School:	Bower Elementary	Teacher:	Smith, Sally				
<b>Designing and Planning Instruction</b>							
Instructional Plans (IP):		Exemplary	4	3	2	1	
Student Work (SW):			•				
Assessment (AS):					•		
<b>The Learning Environment</b>							
Expectations (ES):		Exemplary	4	3	2	1	
Managing Student Behavior (MSB):			•				
Environment (ENV):				•			
Respectful Culture (RC):					•		
<b>Instruction</b>							
Standards and Objectives (S&O):		Exemplary	4	3	2	1	
Motivating Students (MT):				•			
Presenting Instructional Content (PIC):				•			
Lesson Structure and Pacing (LSP):			•				
Activities and Materials (ACTM):				•			
Questioning (QU):				•			
Academic Feedback (FEED):				•			
Grouping Students (GRP):				•			
Teacher Content Knowledge (CK) / Content Implementation (CI):				•			
Teacher Knowledge of Students (TKS):				•			
Thinking (TH):				•			
Problem Solving (PS):				•			



### Edit Responsibility Survey

School: Bower Elementary

Surveyed By: Smith, Sally  
Teacher Surveyed: Jones, Bob

#### Staff Development

- The master teacher leads the design and delivery of research-based professional development activities for his or her cluster group.
- The master teacher consistently presents new learning in cluster that is supported with field based evidence of increased student achievement.
- The master teacher models new learning in cluster meetings and in classrooms throughout the year demonstrating how to effectively implement the skill developed in cluster meetings.
- The master teacher is a resource, providing access to materials and research-based instructional methods to his or her cluster group members.
- The master teacher works closely with cluster team members to plan instruction and assessments during cluster development time.
- The master teacher guides and reviews the cluster members' Individual Growth Plans.

Exemplary	4	3	2	1	Not Sure
		•			
			•		
				•	
			•		
				•	

#### Instructional Supervision

- The master teacher provides specific evidence, feedback and suggestions during coaching identifying areas of reinforcement and refinement.
- The master teacher advances the career and mentor teacher's knowledge of state and district content standards and the "AP Rubrics."

Exemplary	4	3	2	1	Not Sure
		•			
			•		

For over a decade, TAP™: The System for Teacher and Student Advancement has provided teachers with opportunities for career advancement, job-embedded professional growth, fair and rigorous evaluations and performance-based compensation. TAP is continually developing new and more powerful resources to support teachers in improving their skills and increasing student achievement.



For more information about TAP, visit [www.tapsystem.org](http://www.tapsystem.org).

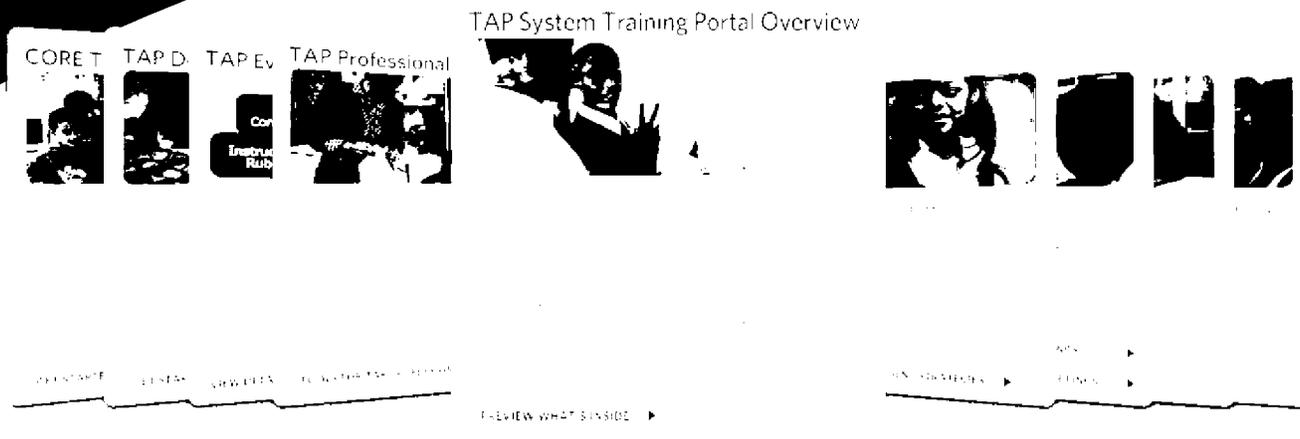
To purchase CODE in your school or district or to schedule a live demonstration:

Email [info@nietbestpractices.org](mailto:info@nietbestpractices.org)

Call (310) 570-4860

# The TAP System Training Portal

www.tapsystemtraining.org



For over a decade, TAP™: The System for Teacher and Student Advancement has provided teachers with opportunities for career advancement, job-embedded professional growth, fair and rigorous evaluations and performance-based compensation. TAP is continually developing new and more powerful resources to support teachers in improving their skills and increasing student achievement.

The latest such resource, the TAP System Training Portal, is a powerful, interactive Web tool that provides individualized TAP trainings and support. At their fingertips, TAP leaders can gain real-time access to the latest trainings to download, review and deliver to teachers in order to improve instruction.

## This dynamic portal offers:

### TAP Video Library

A collection of more than 100 hours of professionally filmed classroom lessons and other TAP footage designed to improve teacher performance. High-definition videos are displayed in split screen in order to easily observe both the teacher and students.

### TAP Training Modules

Interactive and user-directed training experience on the indicators of the TAP Rubric (*Teaching Skills, Knowledge and Responsibilities Performance Standards*) and a variety of other topics that can be used to enhance TAP expertise.

### TAP Strategies Library

More than 300 proven teacher- and student-centered strategies gathered from TAP teachers across the country over the past decade. Each of the strategies was thoroughly vetted by expert master teachers. The library contains over 3,000 individual documents.

### TAP Summer Institute & Conference Trainings

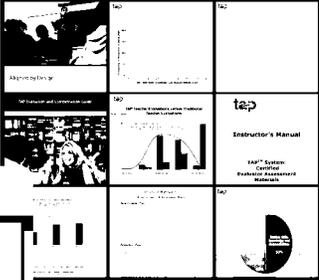
Video clips and associated materials from all TAP Summer Institute (TSI) and National TAP Conference training sessions. The presentations and supporting video for all the trainings have been categorized and uploaded to the portal.



**Training Modules: Get Started**  
 To view a Training Module select a link and click once. Module must be viewed in Internet Explorer to the Internet and may not be viewed if your computer. Be sure that any pop-up blockers are turned off.

File Name	Uploaded
Accessing Files on Training Module.html	10/22/2010
Lesson Structure and Pacing Training Module.html	10/22/2010
Measuring Student Training Module.html	11/10/2010

### TAP Evaluation Process



### TAP Evaluation Process

TAP teachers are evaluated every year through multiple classroom observations by trained and certified raters and through their contributions to student achievement growth. TAP implementers will find all tools for TAP's integrated system of teacher evaluation and support.



**Lessons by St**  
 You've chosen to try Special Education's teaching demonstration.

File Name	Uploaded
Science Backlog Chart...	10/22/2010
Science Replication, Sca, Debby and Diapers	10/22/2010
Science Perspectives of Coaches	11/10/2010

### Strategies Library



### TAP Professional Development

TAP provides teachers with a system of professional development that is ongoing, job-embedded, collaborative, student-centered and led by expert instructors. All resources that TAP practitioners need to effectively implement TAP's professional development are just a click away.

### TAP Documents

Quick access to many TAP publications, including the *TAP Implementation Manual*, *TAP Evaluation and Compensation (TEC) Guide* and *TAP Leadership Handbook*.



To see a preview of the TAP System Training Portal, visit [www.tapsystemtraining.org](http://www.tapsystemtraining.org).



### Subscribe your school

1. School or district administrators go to [www.tapsystemtraining.org](http://www.tapsystemtraining.org).
2. Click on "Contact Us" on the top right of the screen.
3. Under "What type of issue are you writing about?", select "Purchasing access for my school."
4. Fill out the required information and submit the form.
5. Someone will contact you shortly.

Lindsay Harris, Principal  
 Jane Long Middle School, Texas

Jenai Edwards, Mentor Teacher  
 Chestnut Oaks Middle School, South Carolina



For more information about TAP, visit [www.tapsystem.org](http://www.tapsystem.org).

PR/Award # S374A120034 Adobe Flash Player at <http://get.adobe.com/flashplayer/>.

Note: In order to view the TAP System Training Portal, you need the latest version of Adobe Flash. You can download and install

## Performance Awards are of Sufficient Size to Affect Teacher and Principal Behavior

TAP has substantial experience in effectively structuring and presenting performance incentives that affect behavior. This means more than simply assuming that teachers and principals will change behavior if offered large enough incentives. Research has shown that features other than the magnitude of awards, such as how incentives are structured and presented, also affect behavioral and educational outcomes (Bonner, 2002; Heneman, 1998; Taylor et al., 2009). TAP's comprehensive approach to the size and structure of incentives affects behavior in two key ways. One is to elicit motivated participation in the process of continuing improvement in teaching and leadership skills, based on instructionally focused accountability and on-site professional development. TAP's success in this is shown by student achievement growth results, teacher growth in instructional quality measures and staff survey data (NIET, 2010). The second way TAP incentives affect behavior is to attract effective teachers and principals to high-need schools and retain them because of the opportunities for expanded pay and the supportive working environment TAP creates. Evidence of success is shown in the previous chart "Increased Retention of Highly Effective Teachers in TAP Schools" and is confirmed by staff survey data (NIET, 2010). By recruiting and retaining effective educators, TAP schools improve student outcomes over time.

*Research.* The performance awards we propose for TAP are based on an allocation of over 5% of average base pay, which is well within the guidelines established by the following research: Odden & Wallace (2007) recommend a range of 4-8% of base pay for performance bonuses in education. Lavy (2002) found positive gains in student achievement resulting from a bonus plan offering up to 3% of base pay, although many researchers recommend larger bonuses than that. A study of a performance incentives program in North Carolina found improvements in student

achievement associated with award sizes as small as \$1,500 (Vigdor, 2009). The median bonus in a survey of 661 private sector plans was 5% of base pay, and bonuses much below that were perceived as less successful by the private sector companies using them (McAdams & Hawk, 1994).

The most substantial body of evidence available for the size of these awards comes from TAP's 10 years of successful experience in providing performance bonuses to teachers and principals as a core element of a comprehensive support and accountability system. As shown by this track record, allocating performance incentives in the range of 5% of base pay in the context of TAP's comprehensive approach to reform has proven high enough to change behavior and improve student outcomes.

*Size of awards.* Based on the above research and the experience of TAP in multiple states NIET and its partner have determined that bonuses in the range of 5% of base pay are sufficient. In addition to performance awards, TAP offers substantial augmentations for additional roles and responsibilities. Principal may earn bonuses about 12% above base pay and assistant principals may earn about 7% of base pay. Therefore, the incentive amounts provided in this grant for both teachers and principals are considered substantial.

*Structure of award.* TAP intentionally uses multiple measures and a mixed model of group and individual incentives to achieve the behavioral changes that will result in recruitment and retention of effective teachers, and will result in increased buy-in, collaboration and collegiality in TAP schools.

Classroom student growth measures are an important part of measuring teacher performance since they are more closely linked with individual teacher performance. Teachers can analyze the link between their students' achievement growth and their own instructional

skills, with the help of the TAP Leadership Team. This data helps teachers to better understand specifically how to change their own practice to increase their students' achievement.

Basing a portion of the overall incentive on the school-wide value-added measure is important. Theory, research and 10 years of experience in TAP schools indicate that school-wide performance awards promote professional collaboration, staff collegiality, and alignment of organizational resources with instructional goals. The optimal approach to incentives is to balance individual and group incentives wherever possible. This motivates high personal performance as well as positive contributions to teamwork.

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## Budget Narrative File(s)

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\* Mandatory Budget Narrative Filename:

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To add more Budget Narrative attachments, please use the attachment buttons below.

**TIF BUDGET NARRATIVE**

Consortium of Minnesota Charter Schools and the National Institute for Excellence in Teaching

**FEDERAL REQUEST**

<b>ED 524 Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
(b)(4)						
(b)(4)						
3. Travel	\$279,668	\$241,582	\$241,582	\$239,312	\$239,312	\$1,241,456
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
5. Supplies	\$119,390	\$0	\$0	\$0	\$0	\$119,390
6. Contractual	\$439,840	\$301,353	\$301,518	\$251,684	\$265,850	\$1,560,245
7. Construction	\$0	\$0	\$0	\$0	\$0	\$0
8. Other	\$77,500	\$66,000	\$80,100	\$80,100	\$80,100	\$383,800
(b)(4)						
10. Indirect Costs	\$274,896	\$371,237	\$369,812	\$366,594	\$363,639	\$1,746,178
11. Training Stipends	\$0	\$0	\$0	\$0	\$0	\$0
(b)(4)						

**MATCH**

<b>ED 524 Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
1. Personnel	\$237,500	\$431,750	\$524,500	\$618,065	\$712,454	\$2,524,269
2. Fringe	\$59,375	\$112,255	\$141,615	\$173,058	\$206,612	\$692,915
3. Travel	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
5. Supplies	\$0	\$0	\$0	\$0	\$0	\$0
6. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
7. Construction	\$0	\$0	\$0	\$0	\$0	\$0
8. Other	\$0	\$0	\$0	\$0	\$0	\$0
9. Total Direct Costs	\$296,875	\$544,005	\$666,115	\$791,123	\$919,066	\$3,217,184
10. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
11. Training Stipends	\$0	\$0	\$0	\$0	\$0	\$0
12. Total Costs	\$296,875	\$544,005	\$666,115	\$791,123	\$919,066	\$3,217,184
(b)(4)						

## PERSONNEL

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### Consortium of Minnesota Charter Schools Personnel

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#### School Level Personnel

**Master Teachers:** There are 4 master teacher positions funded through this grant (one per school) in Year 1; their average salary, based on the school salary schedules and the number of years of educational experience required will be \$50,000 per position. Each Consortium school will contribute an additional 1 master teacher (one per school) as a cost-share to this project. These positions have a <sup>(b)</sup><sub>(4)</sub> annual cost-of-living increase from Years 2-5. TAP master teachers receive an annual salary augmentation to compensate for their additional roles and responsibilities in their school. An additional 3 master teacher positions will be included in Year 1 at <sup>(b)</sup><sub>(4)</sub> in Year 1 for the new schools that will join the Consortium during the Year 1 of this project. In Years 2-5 a total of 7 master teacher positions are funded through this grant. The total cost in Year 1 is \$587,500 increasing to \$1,069,233 in Year 5.

- Augmentations for master teachers: This grant will pay for the salary augmentation of the Master Teachers hired at each school site. Each master teacher regardless of base salary will receive \$9,000 in salary augmentation to help ease the burden of staffing in hard-to-staff schools. The total cost in Year 1 is \$148,500 increasing to \$234,000 in Years 2-5.

**Mentor Teachers:** TAP mentor teachers receive an annual salary augmentation to compensate for their additional roles and responsibilities in their school.

- Augmentations for mentor teachers: This grant will pay for salary augmentations of the mentor teachers hired at each site. This includes an average of four mentor teacher augmentations for each of the TAP schools, for a total of 16 mentor teacher positions plus an additional 1.75 position for the new schools in Year 1. In Years 2-5, there will be a total of 26 mentor teachers. The mentor teacher salary augmentation is \$4,500, for Year 1 cost of \$79,875 increasing to \$139,500 in Years 2-5.

**Substitutes:** It is expected that teachers may visit other schools or classrooms as part of their professional development process. Consortium teachers will also have the opportunity to participate in the TAP National Conference and other training experiences that might require being out of the classroom. Further, substitute time may occasionally be utilized to ensure adequate time for cluster meetings. In order to accommodate these needs, we have allotted 15 substitute days at each of the TAP schools annually. In Year 1, the allotment for the three additional schools is less than 15 days. The average daily rate for a substitute teacher in the Consortium is \$75. In total, 176.25 days are allocated for substitute time in Year 1 and 285 days in Years 2-5. This totals \$16,523 in Year 1 and \$21,375 in Years 2-5.

**Performance Bonuses:** We will establish a bonus pool for year-end performance awards using funds allocated from the TIF grant and matched funds from each Consortium school. It should be noted that for teachers and administrators the actual performance bonus could range from zero to significantly above the average, since the awards are differentiated based on performance. The project is designed to create the opportunity for the most effective teachers and principals to earn substantial annual performance bonuses.

- Teachers: The performance bonus pool for teachers will be established using an average of \$2,500 per eligible teacher.
- Principals: The award pool for principals will be \$10,000 per principal.
- Assistant Principals: The award pool for assistant principals will be \$5,000.

Performance-based compensation costs are included in Personnel and Fringe Benefits because *they are considered a variable component of an employee's overall compensation and, thus, subject to state and federal tax withholdings.*

## NIET Personnel

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**TIF Project Director (new hire):** NIET will hire a project director (PD) who will dedicate 100% of his/her time to work with the TAP project in the Consortium. The PD will handle administrative and management duties associated with the grant including: oversee all aspects of TAP operation in Consortium schools; assist in aligning TAP implementation and TIF grant objectives to the long-term strategic plan of the Consortium schools; lead annual advisory board meetings; work closely with NIET senior management and Consortium school administration to select, train and supervise the new positions under this grant; provide onsite technical assistance as needed; provide training on the TLT Observation Rubric to TAP Consortium leaders; and work with Consortium schools to attract high caliber teachers and principals.

**Consortium Executive Master Teacher (new hire):** NIET will hire a Consortium executive master teacher (CEMT) who will be solely responsible for the onsite school-level technical assistance of the different TAP processes. The CEMT will be based in the Minneapolis-St. Paul area and spend 100% of time at the school sites working directly with master and mentor teachers. NIET, with the assistance of the Consortium school leadership, will seek applicants with at least five years of classroom teaching experience, preferably with experience as a master teacher in a TAP school and a master's degree in education. The position will also require demonstrated expertise in curriculum development, test analysis, mentoring and leading professional development and the ability to work with faculty from an array of schools. The salary for the EMT is \$70,000 with an annual 3% cost-of-living increase.

**Grant Manager (new hire):** NIET will hire a grant manager to support this TIF grant project. The grant manager will work with the project director on all requirements of the grant including: daily grant operations; monitoring expenditures on current awards; communicating regularly with each Consortium school's business office; and serving as administrator of the grant. NIET will seek out applicants who have a Bachelor's Degree in Business Administration or an equivalent combination of training and experience; strong computer and organizational skills; and previous experience with grant administration. This position will devote 25% of their time to this project, which will be adequate to carry out the responsibilities outlined above.

**Senior Research Associate:** Lydia Kim, senior research associate, will be responsible for working with Consortium schools to ensure that all data are collected and processed properly. Ms. Kim has previously worked in school districts and research centers managing and maintaining research databases. Ms. Kim will dedicate 25% of her time to the project.

**Senior Vice President, School Services:** The Senior Vice President for School Services oversees all training aspects of TAP. Jason Culbertson works closely with NIET senior management to support all aspects of school operations including TAP trainings, school reviews and evaluation, and other school services. He was previously the Project Director for a South Carolina TAP Teacher Incentive Fund grant. Mr. Culbertson will spend 10% of his time to provide leadership and oversight assistance for the project director.

**Senior Vice President, Policy and Development:** Kristan Van Hook develops and implements strategies to build support for NIET's education initiatives, and will also take on this role for the TIF grant by developing and executing strategies to communicate results of the project to policy makers, practitioners and the public. Ms. Van Hook brings over 20 years of experience in government and public policy, and will contribute 10% of her time to provide communications management for this grant, which is adequate to fulfill the project's communication efforts.

**Program Manager, Business Operations:** Debbie White will be responsible for the financial aspects of this grant's administration as well as audit preparation. In addition, her salary reflects her experience with financial record keeping for NIET, including reviewing expense reports, invoices and general expenses before submitting them to accounting for processing. Ms. White will dedicate 10% of her time supporting TIF grant activities.

**Program Manager, School Services:** Allison Ellison will provide administrative and logistical support for NIET's School Services trainers. She will dedicate 20% of her time on TIF activities.

**Administrative Assistant:** Jessica Doshna will provide administrative support for NIET project staff. She will dedicate 50% of her time on this TIF project.

**Director of Learning Technology:** Anissa Rodriguez, Ph.D., director of learning technology, is responsible for managing NIET's web-based training content (such as the TAP System Training Portal), developing new training materials and providing technical assistance to TAP schools on the use of our online training resources. Dr. Rodriguez will dedicate 10% of her time to this TIF project.

**Director of Research (vacant):** NIET's director of research is responsible for carrying our internal research activities for NIET and TAP including oversight of data collection for the TIF grant and systems. He will act as a liaison between the grant's external evaluator and provide oversight of the evaluation. The director of research will spend 10% of his time to carry out these responsibilities. NIET is currently interviewing applicants for this position.

**Director of Communications (vacant):** NIET's director of communications will work with our partner to develop and implement communications strategies and products, such as flyers, fact sheets, publications and posters for internal and external audiences; and assist partner staff with their sustainability planning. The director of communications will devote 10% of his time to TIF activities. NIET is currently interviewing applicants for this position.

**PERSONNEL**

**PERSONNEL**

<b>PERSONNEL (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Consortium-level Position	Avg. Salary	# FTE	Total Cost								
Consortium Executive Master Teacher	\$70,000	1	1	1	1	1	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786
Total Consortium-level Salaries (Partner)							\$70,000	\$72,100	\$74,263	\$76,491	\$78,786

<b>PERSONNEL (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
School-level Position	Avg. Salary	# FTE	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost				
Master Teachers	(b)(4)										
		#	#	#	#	#					
Master Augmentations	(b)(4)										
Mentor Augmentations	(b)(4)										
		# days									
Subs (15 days/school/year)	\$75	176.25	285	285	285	285	\$16,523	\$21,375	\$21,375	\$21,375	\$21,375
							<b>TIF SHARE OF PERFORMANCE BONUSES</b>				
<b>Performance Bonuses</b>	Pool	# teachers	100%	90%	80%	70%	60%				
Teachers	\$2,500	164	287	288	289	290	\$410,000	\$645,750	\$576,000	\$505,750	\$435,000

							TIF SHARE OF PERFORMANCE BONUSES				
		# adminis- trators	# adminis- trators	# adminis- trators	# adminis- trators	# adminis- trators	100%	90%	80%	70%	60%
<u>School Administrators</u>	Pool										
Principals	\$10,000	6	10	10	10	10	\$60,000	\$90,000	\$80,000	\$70,000	\$60,000
Total School-level Salaries (Partner)							\$1,302,398	\$2,109,125	\$2,058,730	\$2,008,716	\$1,959,108

<b>PERSONNEL (NIET)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Position	Avg. Salary	# FTE	Total Cost								
TIF Project Director	\$90,000	1	1	1	1	1	\$90,000	\$92,700	\$95,481	\$98,345	\$101,296
Consortium Executive Master Teacher	\$70,000	1	1	1	1	1	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786
Grant Manager	(b)(4)										
Senior Research Associate											
SVP, School Services											
SVP, Policy & Development											
Program Manager, Business Operations											
Program Manager, School Services											
Administrative Assistant											
Director of Learning Technology											
Director of Research											
Director of Communications											
Total Personnel (NIET)											

**TOTAL PERSONNEL** **\$1,636,798   \$2,453,557   \$2,413,495   \$2,374,124   \$2,335,479**

## FRINGE

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### Consortium of Minnesota Charter Schools Fringe

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The rates of fringe for Consortium school personnel vary by school. The ranges are noted below and will be taken into account in the Consortium budget.

- Personnel: (b)(4)
- Performance bonuses: (b)(4)

The rates for Consortium fringe benefits include: social security; state retirement for certified and full-time employees; medical insurance for full-time employees; and life insurance for full-time employees.

### NIET Fringe

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The rates of fringe for NIET personnel are as follows:

- (b)(4) in Year 1, increasing (b)(4) each subsequent year

NIET personnel rates of fringe include: employer payroll taxes (FICA, Medicare, SUI); employee medical, dental, life and accidental death and disability insurance; worker's compensation insurance; 403(b) plan match; and employee parking.

## FRINGE

### FRINGE

<b>FRINGE (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
	(b)(4)										
District-level Position											
Executive Master Teacher											
Total District-level Fringe (Partner)											
<b>FRINGE (PARTNER)</b>											
School-level Position											
Master Teachers											
Master Augmentations											
Mentor Augmentations											
Substitutes											
<b>Performance Bonuses</b>											
Teachers											
Principals											
Total School-level Fringe (Partner)											

<b>FRINGE (NIET)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
	(b)(4)										
Position											
TIF Project Director											
Consortium Executive Master Teacher											
Grant Manager											
Data Specialist											
SVP, School Services											
SVP, Policy & Development											
Program Manager, Business Operations											
Program Manager, School Services											
Administrative Assistant											
Director of Learning Technology											
Director of Research											
Director of Communications											
Total Fringe (NIET)											

**TOTAL FRINGE**

**\$385,700    \$613,739    \$626,752    \$639,136    \$650,923**

## TRAVEL

For most calculations, we have allocated \$600 for airfare, \$125 per night for hotel and \$71 per diem in large cities, and \$55 per diem everywhere else. Ground transportation varies by activity.

### Consortium of Minnesota Charter Schools Travel

**Site visits to existing TAP locations:** As part of Year 1 only, NIET and Consortium will setup site visits for the teachers in the schools that are in the process of being identified for full implementation in Year 2. Potential schools will see implementation in other states and engage teachers with the experiences of other TAP practitioners. These brief two day, one night trips will be critical to building awareness and increasing teacher buy-in. The trip will cost approximately \$875 per person based on \$600 for airfare; \$125 per night for hotel; \$40 for ground transportation and \$55 per diem. We have allocated funds for approximately five teachers to attend each visit from each school, totally 30 teachers. The total non-recurring cost for Year 1 is \$26,250.

**National TAP Conference and Training:** The Annual TAP Conference and Training is a three day, three night opportunity for career, mentor and master teachers, along with building and school administrators, to receive advanced training from national experts across TAP implementation sites, as well as policy updates, and to network with colleagues to share common experiences and advice. The location of the TAP conference is traditionally held in a major U.S. city. The total cost is \$1,464 per person is based on estimated costs of \$600 for airfare; \$150 per night for lodging; \$50 for airline baggage fees; \$40 for ground transportation; \$40 for parking and a \$71 per diem. We have budgeted for the TLT from each school as well as additional school leadership (e.g., board members) to attend. A total of \$106,872 has been allocated for 73 teachers and principals in both the current and additional TAP schools. This is an annual reoccurring cost.

**National TAP Summer Institute:** The TAP Summer Institute is a four-day/three-night annual training opportunity for TAP Leadership Team members. We have budgeted for all TLT members to attend the TSI annually. The total cost is \$1,464 per person is based on estimated costs of \$600 for airfare; \$150 per night for lodging; \$50 for airline baggage fees; \$40 for ground transportation; \$40 for parking and a \$71 per diem. A total of \$99,552 has been allocated for 68 teachers and principals in both the current and additional TAP schools. This is an annual reoccurring cost.

### NIET Travel

**Consortium Executive Master Teacher Training:** NIET provides training for district level TAP personnel. The District Executive Master Teacher will need to shadow other successful TAP locations during the planning period. Each trip (3 days/2 nights) is \$1,193 based on \$600 for airfare; \$150 per night for hotel; \$40 for ground transportation; \$40 for parking; and a \$71 per diem. Year 1 includes three trainings; Years 2-5 have one training. Total in Year 1 is \$3,579 with a reoccurring cost in Years 2-5 of \$1,193.

**In-Consortium Mileage:** The executive master teacher will travel approximately 5,000 miles annually for intra-Consortium travel to provide support to the schools. The 5,000 mile total adjusted to the 2012 IRS standard mileage rate of 55 cents per mile equals a recurring cost of \$2,750 a year.

**Site visits to existing TAP locations:** As part of Year 1 only, NIET and the three Consortium schools that are in the process of being identified will setup site visits for teachers in these planning schools to see implementation in other states and engage teachers with the experiences of other TAP practitioners. The NIET TAP Project Director, or designee(s), will attend these visits. Two brief two day, one night trips will be critical to building awareness and increasing teacher buy-in. The trip will cost approximately \$875 per person based on \$600 for airfare; \$125 per night for hotel; \$40 for ground transportation and \$55 per diem. \$1,750 is allocated for this activity in Year 1 only.

**NIET School Development Visits:** The Project Director will make onsite visits in preparation for full implementation. These developmental visits may take place before an executive master teacher is hired or may be done along with the executive master teacher as a way to provide training. The activities of these visits will vary based on the needs of the specific schools but could include TAP presentations, faculty meetings, interviewing master and/or mentor teacher candidates, etc. The onsite support consists of six trips during Year 1 at a cost of \$1,135 per trip, or \$7,920 total Year 1. The cost is based on \$600 airfare; \$125 per night for hotel; \$80 for ground transportation; \$40 for parking; and a \$55 per diem.

**NIET Startup Workshop Training (CORE training):** All TAP leadership team members (principal, master and mentor teachers) must participate in TAP CORE trainings which include three three-day workshops focused on the core elements of TAP implementation. Each training is divided into three parts—Overview and Evaluation A consisting of 3 days, Cluster and Leadership Team consisting of 3 days, and Evaluation B consisting of 3 days. During Year 1, the number of initial participants will require two training session, and accordingly travel for two trainer to lead these three sessions is included in this budget. In Years 2 - 5 of the grant, travel for one trainer has been budgeted given that only one training will be necessary new leadership team members from the schools. The airfare for trainers is projected at \$600; \$125 per night for hotel; \$40 per day for ground transportation; \$60 for parking; and a per diem of \$55. The total travel cost of the three day trainings is \$1,320 per person. Year 1 allocation is \$7,920 and Year 2-5 is \$3,960.

**NIET Technical Assistance:** In order to provide technical assistance directly to the schools, the Project Director—or another NIET trainer—will be onsite to support the executive master teacher. The onsite support consists of six three-day, three night trips during Year 1, for a total of \$7,920; and ten visits per year in Years 2-5, for a total of \$13,200 per year. The cost is based on \$600 for airfare; \$125 per night for hotel; \$120 for ground transportation; \$60 for parking; and a \$55 per diem.

**Annual Advisory Board Meeting:** Two NIET employees—the NIET President (or designee) and the Project Director—will attend the two day, one night Annual Advisory Board Meeting in the Minneapolis-St. Paul area. The cost is recurring from Years 1-5 and totals \$915 per NIET

employee for a total of \$1,830 per year. The cost is based on \$600 for airfare; \$125 per night for hotel; \$80 for ground transportation; and a \$55 per diem.

**Grant Monitoring:** As fiscal agent for the TIF project, the Grant Manager will visit the Consortium schools each year on a quarterly basis to ensure proper oversight of the grant. These will be two day, one night visits. The cost is recurring from Years 1-5 and totals \$915 per trip for a total of \$3,660 per year. The cost is based on \$600 for airfare; \$125 per night for hotel; \$80 for ground transportation; and a \$55 per diem.

**TIF Grantee Meetings:** The required annual TIF grantee meetings will be attended by the Project Director and two additional key personnel. The cost is based on \$600 for airfare; \$183 per night for hotel (General Services Administration [GSA] schedule for DC); \$40 for ground transportation; \$40 for parking; and \$71 per diem (GSA schedule). We have budgeted \$1,259 for each of the attendees.

**TIF Topical Meetings:** The required annual TIF topical meetings will be attended by the Project Director and one additional participant. The cost is based on \$600 for airfare; \$183 per night for hotel (GSA schedule for a major US city); \$40 for ground transportation; \$40 for parking; and \$71 per diem (GSA schedule). We have budgeted \$1,259 for each of the attendees.

**SLO Training:** The NIET TIF project director, or designee, will attend the SLO training with our partner. In Year 1, we are budgeting for approximately nine days of intensive training: 5 days in the fall, 4 days in the spring. In years 2-3, we are budgeting for approximately four days of follow up training: two days each in the fall and spring. The cost is based on \$600 for airfare; \$125 per night for hotel; \$40/day for ground transportation; and a \$55 per diem.

## TRAVEL

<b>TRAVEL (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# People	Total Cost								
Site visits to existing TAP locations. 2 days/1 night (Hotel: \$125; Airfare: \$600; Ground transportation: \$40; \$55 per diem x 2 days = \$110. \$875/person)	\$875	30	0	0	0	0	\$26,250	\$0	\$0	\$0	\$0
National TAP Conference. 4 days/3 nights (Hotel: \$150/night x 3 nights = \$450; Airfare: \$600; Baggage fees: \$50; Ground transportation: \$40; Parking: \$40; \$71 per diem x 4 days = \$284. \$1,464/person)	\$1,464	73	73	73	73	73	\$106,872	\$106,872	\$106,872	\$106,872	\$106,872
National TAP Summer Institute (TSI). 4 days/3 nights (Hotel: \$150/night x 3 nights = \$450; Airfare: \$600; Baggage fees: \$50; Ground transportation: \$40; Parking: \$40; \$71 per diem x 4 days = \$284. \$1,464/person)	\$1,464	68	68	68	68	68	\$99,552	\$99,552	\$99,552	\$99,552	\$99,552
<b>Total Travel (Partner)</b>							<b>\$232,674</b>	<b>\$206,424</b>	<b>\$206,424</b>	<b>\$206,424</b>	<b>\$206,424</b>

<b>TRAVEL (NIET)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Trips	Total Cost								
Site visits to existing TAP locations. 2 days/1 night (Hotel: \$125; Airfare: \$600; Ground transportation: \$40; \$55 per diem x 2 days = \$110. \$875/person)	\$875	2	0	0	0	0	\$1,750	\$0	\$0	\$0	\$0
NIET School Development. 3 days/3 nights (Hotel: \$125/night x 3 nights = \$375; Airfare: \$600; Ground transportation: \$120; Parking: \$20/day x 3 days = \$60; \$55 per diem x 3 days = \$165. \$1,320/person)	\$1,320	6	0	0	0	0	\$7,920	\$0	\$0	\$0	\$0
NIET Startup Workshop Training #1 (CORE training). 3 days/3 nights (Hotel: \$125/night x 3 nights = \$375; Airfare: \$600; Ground transportation: \$40/day x 3 days = \$120; Parking: \$60; \$55 per diem x 3 days = \$165. \$1,320/person)	\$1,320	2	1	1	1	1	\$2,640	\$1,320	\$1,320	\$1,320	\$1,320
NIET Startup Workshop Training #2 (CORE training)	\$1,320	2	1	1	1	1	\$2,640	\$1,320	\$1,320	\$1,320	\$1,320
NIET Startup Workshop Training #3 (CORE training)	\$1,320	2	1	1	1	1	\$2,640	\$1,320	\$1,320	\$1,320	\$1,320

NIET Technical Assistance. 3 days/3 nights (Hotel: \$125/night x 3 nights = \$375; Airfare: \$600; Ground transportation: \$40/day x 3 days = \$120; Parking: \$60; \$55 per diem x 3 days = \$165. \$1,320/person)	\$1,320	6	10	10	10	10	\$7,920	\$13,200	\$13,200	\$13,200	\$13,200
Advisory Board Meeting. 2 days/1 night (Hotel: \$125; Airfare: \$600; Ground transportation: \$80; \$55 per diem x 2 days = \$110. \$915/person)	\$915	2	2	2	2	2	\$1,830	\$1,830	\$1,830	\$1,830	\$1,830
NIET Grant Monitoring. 2 days/1 night (Hotel: \$125; Airfare: \$600; Ground transportation: \$80; \$55 per diem x 2 days = \$110. \$915/person)	\$915	4	4	4	4	4	\$3,660	\$3,660	\$3,660	\$3,660	\$3,660
TIF Grantee Meeting in Washington, DC. 3 days/2 nights (Hotel: \$183/night x 2 nights = \$366; Airfare: \$600; Ground transportation: \$40; Parking: \$40; \$71 per diem x 3 days = \$213. \$1,259/person)	\$1,259	3	3	3	3	3	\$3,777	\$3,777	\$3,777	\$3,777	\$3,777
TIF Topical Meeting. 3 days/2 nights (Hotel: \$183/night x 2 nights = \$366; Airfare: \$600; Ground transportation: \$40; Parking: \$40; \$71 per diem x 3 days = \$213. \$1,259/person)	\$1,259	2	2	2	2	2	\$2,518	\$2,518	\$2,518	\$2,518	\$2,518

Consortium Executive Master Training. 3 days/2 nights (Hotel: \$150/night x 2 nights = \$300; Airfare: \$600; Ground transportation: \$40; Parking: \$40; \$71 per diem x 3 days = \$213. \$1,193/person)	\$1,193	3	1	1	1	1	\$3,579	\$1,193	\$1,193	\$1,193	\$1,193
In-consortium mileage (# people = # of miles) (EMT)	\$0.55	5000	5000	5000	5000	5000	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750
SLO Training (Fall, Year 1). 6 days/5 nights. (Hotel: \$125/night x 5 nights = \$625; Airfare: \$600; Ground transportation: \$40/day x 6 days = \$240; Per diem: \$55/day x 6 days = \$330).	\$1,795	1	0	0	0	0	\$1,795	\$0	\$0	\$0	\$0
SLO Training (Spring, Year 1). 5 days/4 nights. (Hotel: \$125/night x 4 nights = \$500; Airfare: \$600; Ground transportation: \$40/day x 5 days = \$200; Per diem: \$55/day x 5 days = \$275).	\$1,575	1	0	0	0	0	\$1,575	\$0	\$0	\$0	\$0
SLO Training (Years 2 & 3) 3 days/2 nights. (Hotel: \$125/night x 2 nights = \$250; Airfare: \$600; Ground transportation: \$40/day x 3 days = \$120; Per diem: \$55/day x 3 days = \$165).	\$1,135	0	2	2	0	0	\$0	\$2,270	\$2,270	\$0	\$0
Total Travel (NIET)							\$46,994	\$35,158	\$35,158	\$32,888	\$32,888
<b>TOTAL TRAVEL</b>							<b>\$279,668</b>	<b>\$241,582</b>	<b>\$241,582</b>	<b>\$239,312</b>	<b>\$239,312</b>

## EQUIPMENT

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No equipment is being purchased with TIF monies.

## SUPPLIES

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### Consortium of Minnesota Charter Schools Supplies

**Laptop Computers:** All new positions will receive computers; these include the Consortium executive master teacher and the master teachers funded by the TIF grant and those provided by the Consortium schools as a match to the project. Laptops will be purchased, as opposed to desktop computers, so that the executive master teacher can use them on school sites and so that the master teachers can use them in various parts of the school such as during cluster meetings and classroom observations. We have budgeted \$2,000 for the cost of each computer. This amount reflects the typical cost of a laptop for business use and is reasonable for our budget. This purchase will be a Year 1 expense for all seven schools in the Consortium.

**Computer Printers:** All new positions will also receive a printer for office use; these include the executive master teacher and the master teachers. We have budgeted at \$750 per printer. This amount is reasonable for an individual use laser printer. This purchase will be a Year 1 expense for all seven schools in the Consortium.

**iPads:** Every TAP Leadership Team member in the TIF grant plus the executive master teacher will be supplied with a 32GB iPad to use for classroom observations, cluster meetings and TAP Leadership Team meetings. In addition, iPads will allow members of the TAP Leadership Team to instantly upload results of classroom observations to CODE Plus. This will enable schools to access and analyze evaluation data, which will decrease the amount of time it takes to make personnel decisions based on the evaluation data.

**TAP Observer App:** All iPads used by TLT members will be loaded with the tapObserver scripting application. This app enhances the TAP system evaluation process by helping evaluators (principals, master and mentor teachers) to more efficiently and accurately collect evidence during a classroom observation.

## NIET Supplies

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**Laptop Computers:** The project director will receive a laptop computer. A laptop will be purchased, as opposed to a desktop computer, so that the project director can use it on school sites, during cluster meetings and presentations. We have budgeted \$2,000 for the computer. This amount reflects the typical cost of a laptop for business use and is reasonable for our budget. This purchase will be a Year 1 expense only.

**Computer Printers:** The project director will also receive a printer for office use. We have budgeted at \$750 for the printer which is reasonable for an individual use laser printer. This purchase will be Year 1 expense only.

**iPad:** The grant project director will be supplied with a 32GB iPad to use for classroom observations, cluster meetings, TAP Leadership Team meetings and to train school staff on how to use the tapObserver scripting application.

## SUPPLIES

<b>SUPPLIES (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Units	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost				
Laptop computer (master teachers & executive master teacher)	\$2,000	26	0	0	0	0	\$52,000	\$0	\$0	\$0	\$0
Printers (master teachers & executive master teacher)	\$750	26	0	0	0	0	\$19,500	\$0	\$0	\$0	\$0
32GB iPads (TLT members & executive master teacher)	\$600	68	0	0	0	0	\$40,800	\$0	\$0	\$0	\$0
tapObserver App	\$55	68	0	0	0	0	\$3,740	\$0	\$0	\$0	\$0
<b>Total Supplies (Partner)</b>							<b>\$116,040</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>SUPPLIES (NIET)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Units	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost				
Laptop (project director)	\$2,000	1	0	0	0	0	\$2,000	\$0	\$0	\$0	\$0
Printer (project director)	\$750	1	0	0	0	0	\$750	\$0	\$0	\$0	\$0
32 GB iPad (project director)	\$600	1	0	0	0	0	\$600	\$0	\$0	\$0	\$0
<b>Total Supplies (NIET)</b>							<b>\$3,350</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**TOTAL SUPPLIES**

**\$119,390      \$0      \$0      \$0      \$0**

## CONTRACTUAL

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### Consortium of Minnesota Charter Schools Contractual

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**TAP Startup Workshop (CORE) Training:** All TAP leadership team members are required to participate in CORE trainings which provide essential information needed for the successful implementation of TAP in a school. Master and mentor teachers and school administrators are required to undergo intensive trainings focused on the essential elements of TAP implementation. This CORE TAP training consists of three separate workshops focusing on three core topics: (1) the TAP rubric; (2) TAP clusters; and (3) TAP leadership development. There are nine total days of TAP CORE startup training subdivided into three three-day sessions. Certified NIET trainers will provide CORE for all TAP leadership team members. The daily rate for these trainers is \$1,200. The number of new mentor teachers, master teachers and administrators in Year 1 will require two trainers for a total of 18 total days of training at a cost of \$21,600. In Years 2-5, CORE training will be conducted with a smaller group of teachers and administrators over nine days of training, requiring one trainer, for a total of \$10,800.

**Annual Access to TAP Training Portal:** The TAP System Training Portal contains teacher and student strategies, over one hundred hours of TAP lessons with accompanying documentation, and training modules connected to the TAP rubrics. The annual membership to the TAP Training Portal is \$1,000 per school, for a recurring cost of \$7,000 annually.

**CODE:** The CODE system houses all the teacher evaluation data and provides metrics for bonus calculations. Additionally, CODE is used by Leadership Team members to monitor the evaluation process and help ensure a high degree of inter-rater reliability. The annual cost of CODE is \$2,000 per school for a total annually recurring cost of \$14,000. In the final year of the grant, schools will pay for a two-year access to CODE. This is critical, as data from evaluation measures will not be available to process until after the conclusion of the grant project. Schools must maintain access to the database to accurately calculate their final performance-based compensation or variable salary compensation under the TIF grant. Thus, in Year 5, the cost of CODE will be \$4,000 per school for an annual cost of \$28,000.

**NIET School Developmental Visits:** NIET will provide 18 days of service onsite to prepare the new schools for TAP implementation. These meetings will focus on clearly communicating the TAP model and expectations for faculty. The daily rate for NIET staff onsite is \$1,200 per day. There are 18 days total of developmental meetings in Year 1, for a total of \$21,600. There are no days scheduled in Years 2-5 for school development work.

**NIET School Review:** The NIET School Review measures the fidelity of TAP implementation onsite. The school review fee is \$750 per school. This cost covers the time to produce a detailed, specific report which is generated for each site based on an in-person visit. The first year cost is \$3,000. In Years 2-5, the cost will be \$5,250.

**NIET Technical Assistance:** The technical assistance provided by NIET will involve onsite training for the Executive Master Teacher and Leadership Team members. This will include

formal trainings, site visits, coach the coach sessions and planning sessions. In Year 1, six visits three-day visits of technical assistance will be provided at \$1,200 per day, totally \$21,600. In Years 2-5, there will be 10 three day visits for technical assistance totaling \$36,000.

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### NIET Contractual

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**Communications:** The communications plan will ensure the results of TAP in the proposed grant sites, and the impact of the TIF grant, will reach the larger community. The communications plan will contain items targeted at our internal audience and external public audiences at an annually recurring cost of approximately \$70,000.

**Grant Evaluation:** NIET will accept proposals for an external evaluator to assess progress towards the goals and objectives set forth in this proposal. The evaluation plan is described in the project narrative. We budgeted \$70,000 to be paid annually in Years 1-5.

**Audit:** We budgeted \$10,000 annually for the cost of conducting an audit through an outside firm.

**Principal Evaluation/360-degree Tool:** Each year as part of the principal and assistant principal evaluation component, the Consortium schools will utilize a valid and reliable, research-based 360-degree observational tool. The cost of the evaluation tool will be \$250 per administrator. The Year 1 fee is \$1,500 to administer the tool across the initial four schools, with costs increasing to a reoccurring annual fee of \$2,500 in Year 2-5.

**Value-Added Calculations (student and teacher data):** NIET will contract with a reputable vendor that is able to calculate school-wide and individual value-added results. Value-added calculations need to occur at the student and teacher level and are budgeted as such. The grant will cover the cost of the Consortium schools as well as comparison schools. The cost of these calculations is estimated at \$2 per student-level report and \$25 per teacher-level report. Costs from Year 1 to Year 5 account for expected enrollment increases in the schools during the course of the TIF project.

**Enhancements to CODE for HCMS:** NIET will make enhancements to the CODE system in order to capture and process all of the data necessary for the Consortium schools' HCMS. Enhancements will include (1) the ability for CODE to process principal evaluation data in the same manner as teacher evaluation data (i.e., storage of principal evaluation scores, creation of analyses, etc.); (2) the ability to generate an educator's overall evaluation rating; (3) an explicit link to professional development (e.g., based on data from educator observation scores, CODE will be able to suggest specific instructional videos to review on the TAP Training Portal); (4) the ability to capture student survey data when applicable; and (5) improving the overall user experience through better charts, a streamlined user interface, and making the information and the reports more actionable. \$80,000 is allocated in Year 1 for these enhancements.

**SLO Training:** NIET will contract with a vendor to provide intensive training, in Years 1-3, in the development and evaluation of Student Learning Objectives. Year 1 assistance centers on the

customized development of an SLO framework and the requirements of the SLO process. Assistance is provided in establishing an SLO analytic ratings rubric, planning key SLO capacities and events for the coming year, providing guidance in developing SLO training materials for various audiences (e.g., teachers, principals, superintendents et al.). Year 2 assistance builds on the structures and processes established in Year 1 to support rollout and implementation. Assistance particularly targets specific issues arising in early implementation, such as assisting with the quality control of SLO approvals, the alignment of district and school systems, and refining the SLO framework and process. Year 3 assistance focuses on capacities needed by the sites to sustain the initiative independently in subsequent years. Therefore, assistance focuses on refining structures, processes, and personnel capacity. Assistance is also provided in developing longer-range plans for systemic implementation and support, to ensure successful implementation in future years. \$100,000 is allocated in Year 1 for the SLO Training. \$50,000 is allocated in Years 2 and 3.

NIET will follow the federal procurement procedures at 2 CFR 215.40-215.48 and 34 CFR 74.40-74.48.

## CONTRACTUAL

<b>CONTRACTUAL (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Units	Total Cost								
TAP Startup Workshop (CORE) Training (Units = # days)	\$1,200	18	9	9	9	9	\$21,600	\$10,800	\$10,800	\$10,800	\$10,800
Annual access to TAP Training Portal	\$1,000	7	7	7	7	7	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Comprehensive Online Data Entry (CODE Plus)	\$2,000	7	7	7	7	14	\$14,000	\$14,000	\$14,000	\$14,000	\$28,000
NIET School Development Visits	\$1,200	18	0	0	0	0	\$21,600	\$0	\$0	\$0	\$0
NIET School Reviews (Units = # schools)	\$750	4	7	7	7	7	\$3,000	\$5,250	\$5,250	\$5,250	\$5,250
NIET Technical Assistance Visits	\$1,200	18	30	30	30	30	\$21,600	\$36,000	\$36,000	\$36,000	\$36,000
<b>Total Contractual (Partner)</b>							<b>\$88,800</b>	<b>\$73,050</b>	<b>\$73,050</b>	<b>\$73,050</b>	<b>\$87,050</b>

<b>CONTRACTUAL (NIET)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Units	Total Cost								
Communications	\$70,000						\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Grant Evaluation	\$70,000						\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Audit	\$10,000						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Principal Evaluation Tool	\$250	6	10	10	10	10	\$1,500	\$2,500	\$2,500	\$2,500	\$2,500
Value Added Calculations - Student data	\$2	2835	2863	2892	2921	2950	\$5,670	\$5,727	\$5,784	\$5,842	\$5,900
Value Added Calculations - Teacher data	\$25	164	287	288	289	290	\$4,100	\$7,175	\$7,200	\$7,225	\$7,250
Value Added Calculations - Student data - Comparison school	\$2	2835	2863	2892	2921	2950	\$5,670	\$5,727	\$5,784	\$5,842	\$5,900
Value Added Calculations - Teacher data - Comparison school	\$25	164	287	288	289	290	\$4,100	\$7,175	\$7,200	\$7,225	\$7,250
Upgrade to CODE for HCMS	\$80,000						\$80,000	\$0	\$0	\$0	\$0
SLO Training							\$100,000	\$50,000	\$50,000	\$0	\$0
<b>Total Contractual (NIET)</b>							<b>\$351,040</b>	<b>\$228,303</b>	<b>\$228,468</b>	<b>\$178,634</b>	<b>\$178,800</b>

**TOTAL CONTRACTUAL**

**\$439,840   \$301,353   \$301,518   \$251,684   \$265,850**

## OTHER

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### Consortium of Minnesota Charter Schools Other

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**TAP Startup Workshops (CORE training) Registration:** Members of the school leadership team are required to undergo intensive TAP CORE trainings on the essential elements of TAP implementation. All TAP leadership team members will attend these sessions. The participation fee per attendee is \$250, which is assessed as a licensing and materials fee for the nine days of trainings. In Year 1 of the grant, we budgeted for 76 participants. In Years 2-5, we anticipate fewer new mentor teachers, master teachers and administrators who will need the CORE training, and have allocated funds for 30 participants.

**National TAP Conference and Training:** The National TAP Conference is an annual professional development opportunity for master and mentor teachers, along with the building administrators to receive role specific training and network with those in similar positions around the nation. The Consortium schools propose to send 73 participants consisting of teachers, and principals to the National TAP Conference and Training. The 2012 National TAP Conference was held in Los Angeles, California. Future locations have not been announced. The cost per attendee covers training materials and cost of most meals. The registration fee for 2013 will be \$400 per person for an annual cost of \$29,200. In Year 3, the registration fee will increase to \$500 per person for an annual cost of \$36,500. NIET anticipates that the cost of attending the Conference will increase as it strives to continually improve training sessions and materials.

**National TAP Summer Institute (TSI):** The TAP Summer Institute is an annual training session targeted to the members of school leadership teams (administrators, master teachers and mentor teachers). The TSI will help provide the leadership team members in the Consortium with advanced training on TAP implementation for clusters, leadership team meetings, the instructional rubrics, and other TAP processes. The registration fee for the TSI is \$400 a person or \$27,200 recurring annually. We have budgeted for 68 attendees from the schools under this grant each year. In Year 3, the registration fee will increase to \$500 per person for an annual cost of \$34,000. NIET anticipates that the cost of attending the TSI will increase as it strives to continually improve training sessions and materials.

**Photocopying and Shipping:** The Consortium schools are required to submit programmatic and fiscal documentation to NIET on a quarterly basis. We budgeted \$300 per year to offset the cost of preparing and submitting TIF documentation.

### NIET Other

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NIET is not claiming Other expenses.

**OTHER**

<b>OTHER (PARTNER)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Attendees	Total Cost								
TAP Startup workshops (CORE training) registration	\$250	76	30	30	30	30	\$19,000	\$7,500	\$7,500	\$7,500	\$7,500
National TAP Conference & Training registration	\$400	73	73	73	73	73	\$29,200	\$29,200	\$36,500	\$36,500	\$36,500
National TAP Summer Institute (TSI) registration	\$400	68	68	68	68	68	\$27,200	\$27,200	\$34,000	\$34,000	\$34,000
Photocopying & Shipping							\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
<b>Total Other (Partner)</b>							<b>\$77,500</b>	<b>\$66,000</b>	<b>\$80,100</b>	<b>\$80,100</b>	<b>\$80,100</b>

<b>OTHER (NIET)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
Expense	Unit Cost	# Units	Total Cost								
<b>Total Other (NIET)</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**TOTAL OTHER**

**\$77,500    \$66,000    \$80,100    \$80,100    \$80,100**

## INDIRECT

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### NIET Indirect

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Our funding for indirect costs of direct expenses—excluding contractual—are as follows based on NIET’s federally approved indirect cost rate of 11.6% (Agreement No. 2011-196).

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Indirect	\$274,896	\$371,237	\$369,812	\$366,594	\$363,639

NIET’s latest indirect cost rate proposal was submitted to the U.S. Department of Education’s Indirect Cost Group in April 2012 (reference: Agreement 2012-177).

## COST-SHARE: NON-FEDERAL & NON-TIF FEDERAL

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### Consortium of Minnesota Charter Schools Cost-Share

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The Consortium of Minnesota Charter Schools will provide an in-kind contribution of one master teacher salary per school, plus fringe, totaling (b)(4) over the life of the grant.

Each Consortium school will assume an increasing share of the costs of the teacher and principal performance bonuses, along with the associated fringe. For the performance based awards, the Consortium will match (b)(4) in Year 2, with an increasing share of (b)(4) each following year. In the final year of the grant, the Consortium schools will assume (b)( ) of the cost.

**CONSORTIUM OF MINNESOTA CHARTER SCHOOLS COST-SHARE: NON-FEDERAL & NON-TIF  
FEDERAL**

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**PARTNER MATCH**

<b>PARTNER MATCH (PERSONNEL)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
	(b)(4)										
School-level Position											
Master Teachers											
<b>Performance Bonuses</b>											
Teachers											
<u>School Administrators</u>											
Principals											
Assistant Principals											
Total School-level Partner Match (Personnel)											
<b>TOTAL PARTNER MATCH (PERSONNEL)</b>											

<b>PARTNER MATCH (FRINGE)</b>		YR 1	YR 2	YR 3	YR 4	YR 5	YR 1	YR 2	YR 3	YR 4	YR 5
School-level Position	(b)(4)										
Master Teachers											
<b>Performance Bonuses</b>											
Teachers											
Principals											
Total School-level Partner Match (Fringe)											

# Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

## Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

## Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

<b>Applicant's (Organization) Name:</b>	National Institute for Excellence in Teaching
<b>Applicant's DUNS Name:</b>	6095211610000
<b>Federal Program:</b>	Office of Elementary and Secondary Education (OESE): Teacher Incentive Fund (TIF):
<b>CFDA Number:</b>	84.374

1. Has the applicant ever received a grant or contract from the Federal government?

Yes       No

2. Is the applicant a faith-based organization?

Yes       No

3. Is the applicant a secular organization?

Yes       No

4. Does the applicant have 501(c)(3) status?

Yes       No

5. Is the applicant a local affiliate of a national organization?

Yes       No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

3 or Fewer       15-50

4-5       51-100

6-14       over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

Less Than \$150,000

\$150,000 - \$299,999

\$300,000 - \$499,999

\$500,000 - \$999,999

\$1,000,000 - \$4,999,999

\$5,000,000 or more

# **Survey Instructions on Ensuring Equal Opportunity for Applicants**

OMB No. 1890-0014 Exp. 2/28/2009

**Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.**

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

## **Paperwork Burden Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is **1890-0014**. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.

**U.S. DEPARTMENT OF EDUCATION  
BUDGET INFORMATION  
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008  
Expiration Date: 02/28/2011

Name of Institution/Organization

National Institute for Excellence in Teaching

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY  
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	1,636,798.00	2,453,557.00	2,413,495.00	2,374,124.00	2,335,479.00	11,213,453.00
2. Fringe Benefits	385,700.00	613,739.00	626,752.00	639,136.00	650,923.00	2,916,250.00
3. Travel	279,668.00	241,582.00	241,582.00	239,312.00	239,312.00	1,241,456.00
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00
5. Supplies	119,390.00	0.00	0.00	0.00	0.00	119,390.00
6. Contractual	439,840.00	301,353.00	301,518.00	251,684.00	265,850.00	1,560,245.00
7. Construction	0.00	0.00	0.00	0.00	0.00	0.00
8. Other	77,500.00	66,000.00	80,100.00	80,100.00	80,100.00	383,800.00
9. Total Direct Costs (lines 1-8)	2,938,896.00	3,676,231.00	3,663,447.00	3,584,356.00	3,571,664.00	17,434,594.00
10. Indirect Costs*	274,896.00	371,237.00	369,812.00	366,594.00	363,639.00	1,746,178.00
11. Training Stipends	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Costs (lines 9-11)	3,213,792.00	4,047,468.00	4,033,259.00	3,950,950.00	3,935,303.00	19,180,772.00

**\*Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government?  Yes  No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: 07/01/2012 To: 09/30/2012 (mm/dd/yyyy)

Approving Federal agency:  ED  Other (please specify):

The Indirect Cost Rate is 11.00 %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or,  Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is %.

Name of Institution/Organization National Institute for Excellence in Teaching	Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.	
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**SECTION B - BUDGET SUMMARY  
NON-FEDERAL FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	(b)(4)					
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

**SECTION C - BUDGET NARRATIVE (see instructions)**