

CHARTER MANAGEMENT COMPANY & HIGHLY SUCCESSFUL CHARTER SCHOOL OPERATOR SUPPLEMENT

14 Del. C. §§ 512 (1), (6), (8), (9), (10) and (11)

If the applicant has experience operating one or more charter schools and/or plans to contract with a Charter Management Company that has experience operating a charter school, the applicant must complete the Charter Management Company and Highly Successful Charter School Operator Supplement in addition to the application narrative. Other applicants need not respond to this supplement. If an applicant group is unsure whether this supplement applies to them, they should contact the DDOE for guidance.

Note: As used in this application, a school “**network**” may refer either to an *existing* network of multiple schools operated by the applicant or partner organization, or to an *emerging* network of two or more schools (which may result from the addition of the proposed school). Thus, a school or organization that is applying to replicate a highly successful charter school for the first time should answer “network”-related questions applicable to the emerging or nascent network.

The term “**organization**” applies to any applicant or partnership among groups applying to replicate a school model in Delaware. Thus, it may include an existing school or group of schools proposing to replicate; an existing school network or Charter Management Company applying directly for a charter; a governing board proposing to contract with a Charter Management Company; or other entities and arrangements. *In the case of an applicant proposing to contract with a service provider, applicants should provide requested information for both entities if applicable.*

MISSION & VISION

14 Del. C. § 512 (1)

Describe how this school’s mission aligns with the mission of the organization. What is the vision of the organization? Discuss how this charter application advances the strategic vision of the network.

Innovative Schools is a non-profit support organization for Delaware public schools. The organization’s mission is to empower educators and communities to adopt modern school models proven to inspire passionate teaching and learning. Innovative Schools’ CMO work is designed to build the capacity of the schools with which we partner to operate a healthy, high achieving charter school independently by the time of their first charter renewal. In this way, Innovative Schools’ mission and the structure of our CMO work is perfectly aligned with and supportive of the mission of First State Military Academy. Through the common focus of our two organizations, this CMO arrangement will allow the Board of First State Military Academy to fulfill their school’s mission: to provide an educational experience that focuses on developing intellectual, physical and emotional growth of its cadets. Through an environment of academic

rigor, military discipline, citizenship, leadership and the application of moral values, graduates will develop respect for themselves, their peers, their subordinates and their superiors thus ensuring successful entry into post-high school life.

Similarly, the Board of First State Military Academy, like all new charter applicants that Innovative Schools supports, are committed to offering Delaware families truly unique learning options by implementing a deeper learning school model. Founding Board members of First State Military Academy join a growing network of other educators across the state who are also deeper learning academic programs, which include New Tech, Big Picture Learning Expeditionary Learning, and EdWorks Early College. Currently, there are eight public schools in Delaware participating in this network, The Alliance of Model Schools. Current members include Delaware New Tech Academy (Seaford School District), Sussex Academy of Arts and Sciences (charter), Positive Outcomes (charter), Academia Antonia Alonso (charter), Early College High School at DSU (charter), Kuumba Academy (charter), First State Military Academy (proposed charter), and The Delaware Met (proposed charter). By establishing partnerships with more communities, Innovative Schools hopes to grow the Alliance to include an additional 17 schools by 2016.

SCHOOL MANAGEMENT CONTRACTS

14 Del. C. §§ 512 (1), (6), (8) and (9)

If the proposed school intends to contract with a Charter Management Company that has experience operating a charter school, provide the following information (and provide the requested documentation as Attachment 23):

- a. An explanation of how and why the Charter Management Company was selected;**

Innovative Schools was contacted by the First State Military Academy Board to support the development of the group's charter application for resubmission to the Delaware Department of Education in January 2013. The group was specifically interested in enhancing the instructional design of the school. As part of these early discussions, Innovative Schools' introduced First State Military Academy to the New Tech School Model as a match with the school's JROTC focus and with the anticipated student population. The combination of the New Tech instructional design, with the precision, values and principles of the JROTC school model will offer students a uniquely exceptional high school option for students in Kent County. The alignment of the mission and goals of the JROTC and NTN programs compliments and reinforces common threads of rigor, respect, leadership and discipline. An 'Alignment of Mission and Goals to Academic and Cultural Programming' for FSMA may be found in Appendix A-3.

As a public school support organization that provides a comprehensive suite of services to support Delaware public schools with the development and operation of 21st Century academic programs, Innovative Schools is uniquely positioned to serve as the school's CMO until the first charter renewal, specifically as it relates to replication of the New Tech academic program. As a

comprehensive center for school innovation, Innovative Schools' programs cover three key areas, allowing it to work with community groups to provide an integrated and holistic approach to school development:

- Through partnerships with national school design organizations, it replicates unique, non-traditional **Innovative School Models** that introduce modern ways of teaching and learning and have a proven record of success.
 - Through the Delaware Talent Management and Delaware Leadership Project initiatives, it provides **Innovative School Staffing**, a reliable source of high quality leaders and teachers trained to lead and inspire modern schooling.
 - Through Back Office Support, it implements **Innovative School Solutions** that streamline administrative services to allow more dollars to be directed to the classroom.
- b. A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources to be provided by the Charter Management Company; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider; financial controls and oversight; methods of management contract oversight and enforcement; service goals; investment disclosure; and conditions for renewal and termination of the contract;**

For the full contract, including terms, roles and responsibilities, intended scope of services, performance evaluation measures, compensation, financial controls, contract management, service goals, investment disclosure, and conditions for renewal and termination of the contract, see Attachment 23-B. Following the approval of the schools charter, the Board will finalize the scope of work with the CMO (Innovative Schools).

- c. A draft of the proposed management contract detailing all of the above terms;**

For drafts of the proposed CMO contract and itemized scope of work, see Attachment 23-B.

- d. Explanation of the relationship between the school governing board and the Charter Management Company, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations;**

The First State Military Academy Board will have a contractual relationship with Innovative Schools as the Charter Management Organization, as shown in Attachment 23-B, and will directly involve its Charter Management Organization (CMO), as part of its reporting structure. Per the intended contractual relationship outlined in the draft CMO agreement in Attachment 23-B, First State Military Academy will contract with Innovative Schools to manage the business and academic services of the school during the planning year and the school's first four years of

operation. It is understood by both parties that at all times, Innovative Schools remains accountable to, and subject to the oversight of, the First State Military Academy Governing Board, the Authorizer, and State authorities. The Governing Board will also receive direct reports from the Commandant.

The Commandant and CMO will work collaboratively to establish a strong school, and will report directly to the Governing Board at monthly board meetings on the school's financial health, academic standing, parent and community involvement, and any other topics relative to the school's success measures outlined in the school's charter and the Performance Agreement with the Department of Education.

The Governing Board will be responsible for evaluating the performance of the CMO quarterly against key performance benchmarks. For an example of a CMO evaluation form for the planning year benchmarks, see Attachment 23-D. The Governing Board will have the power to fire the CMO if the school is not meeting the terms of its contract as stipulated in Attachment 23-B.

- e. Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and**

There are no known conflicts of interest between Innovative schools and First State Military Academy.

- f. Evidence that the service provider is authorized to do business in Delaware.**

A copy of Innovative Schools' business license is included in Attachment 23-C.

NETWORK MANAGEMENT

14 Del. C. §§ (1), (6), (8) and (9)

- 1. Identify the network organization's leadership team and their specific roles and responsibilities. Explain the network-level positions that will provide services and support to the school. (The organization chart requested in the application narrative should clearly illustrate these positions and how they relate to the proposed school.)**

Innovative Schools' leadership team includes the following people, who oversee and support the organizations CMO strategy. For the purposes of its CMO work, Innovative Schools also partners with The New Tech Network. For a copy of the Innovative Schools' organizational chart, as well as bios and resumes Innovative Schools' leadership team, see Attachments 23-E, F and G, respectively.

During the planning year, the leadership team will be comprised of the school's Board of Director's, the CMO staff listed below, and, once hired, the school leader. The Planning Year leadership team will work together through a series of regular check-in meetings with

the Board's four planning year committees: (1) Academic, (2) Personnel, (3) Finance and Facilities, and (4) Marketing and Student Recruitment. Each committee will be co-led by Innovative Schools' staff members listed below, and the school leader once hired, with expertise on that particular school start-up topic. Board members will be assigned to each of the committees based on their areas of professional experience. Together, this team of Board, CMO, and school leader, along with personnel from the CMO's subcontractor, NTN, will provide a range of experience/expertise to successfully launch the school.

The following individuals play a key role in the organization during the planning year:

- Don Liberati, Director of Finance and Operations
 - Responsible for the development of the school's finance and operations infrastructure and for helping the school to identify and secure a facility. Coordinates all back office support services provided by Innovative Schools once the school is operational. Supports CMO contract development and evaluation.
- Katie Gallup – Director of the Innovative School Model Initiative
 - Responsible for coordinating and overseeing Innovative Schools' CMO strategy. Coordinate all CMO work plans for planning and operating years as well as CMO contract development. Serve as liaison with each school's Board of Directors. Hire and train CMO project managers assigned to the school once the school is operational. Support all marketing and student recruitment and fundraising efforts for the schools during the planning year.
- Zahava Stadler – Program Specialist, Human Capital Initiatives
 - Responsible for coordinating Innovative School's staffing services to support the recruitment and hiring of the school leader and school staff.
- Dawn Downes – Director of Curriculum and Instruction
 - Responsible for the development of the school's education plan including the development of curriculum. Coordinates implementation of the school's proposed academic program in collaboration with the New Tech Network
- Sharon Oldham – New Tech Network – Director of New School Development
 - Responsible for coordinating all services provided by the New Tech Network to ensure a successful replication of the New Tech model, in collaboration with Dawn Downes from Innovative Schools.

2. Explain any shared or centralized support services the network organization will provide. Describe the structure, the services to be provided, the cost of those services, how costs will be allocated, and specific service goals. How will the organization know whether it is successfully delivering these services?

All services provided to First State Military Academy will be building level specific and coordinated by the onsite CMO project manager, as stipulated in the CMO contract. The evaluation tool included in Attachment 23-D will be the mechanism by which the Board will communicate with the CMO about successful delivery of services. This tool will be used quarterly. A full list of CMO services can be found in the accompanying contract and intended scope of work in Attachment 23-B.

3. Using the table below, define school- and organization-level decision-making authority as it relates to key functions in the areas of academics, operations, and finances.

Function	Network/Management Organization Decision-Making	School Decision-Making
Academic		
Academic Performance Goals	Dawn Downes, Innovative Schools Director of Instruction Sharon Oldham, New Tech Network	Commandant Board of Directors
Curriculum	Dawn Downes, Innovative Schools Director of Instruction Sharon Oldham, New Tech Network	Commandant
Professional Development	Dawn Downes, Innovative Schools Director of Instruction Sharon Oldham, New Tech Network	Commandant
Data Management and Interim Assessments	Dawn Downes, Innovative Schools Director of Instruction Sharon Oldham, New Tech Network	Commandant
Promotion Criteria	Dawn Downes, Innovative Schools Director of Instruction Sharon Oldham, New Tech Network	Commandant
Culture	Dawn Downes, Innovative Schools Director of Instruction Sharon Oldham, New Tech Network	Commandant
Operational		
Operational Performance Goals	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant, Board of Directors
Student Recruitment	Katie Gallup, Director of Innovative School Model Initiative	Commandant
School Staff Recruitment and Hiring	Zahava Stadler, Program Specialist for Human Capital Initiatives	Commandant, Board of Directors
H/R Services (payroll, benefits, etc.)	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant
Community Relations	Katie Gallup, Director of Innovative School Model initiative	Commandant, Board of Directors

Information Technology	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant
Facilities Management	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant
Vendor Management / Procurement	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant
Other operational services, if applicable	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant
Financial		
Financial Performance Goals	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant, Board of Directors
Budgeting, Finance, and Accounting	Don Liberati, Innovative Schools Director of Finance and Operations	Commandant
Fundraising/development	Katie Gallup, Director of the Innovative School Model Initiative	Commandant, Board of Directors

HIGHLY SUCCESSFUL CHARTER SCHOOL OPERATER CAPACITY

14 Del. C. § 512 (1) and (6)

Note: Pursuant to 14 DE Admin. Code 275 DDOE defines a “Highly Successful Charter School Operator” as a charter school with sustained high levels of student achievement and sustained financial stewardship. A highly successful charter school is one which has been in operation for at least three years and which, during the three years prior to filing a charter application in Delaware, has a combined student performance which exceeds the statewide average student performance in the state in which the highly successful charter school is located based upon that state’s performance score or measure on its statewide assessment for purposes of the Elementary and Secondary Education Act of 1965 (ESEA) or any reauthorization thereof. In addition, during the same three year period the school must have had no adverse financial findings and successfully completed any required financial audits in the state in which it is located, and be able to demonstrate that it will be economically viable.

Provide the following information about the organization’s capacity to carry out the proposed school replication with quality and integrity.

1. Describe the organization’s current and planned portfolio, including:

- **The number and locations (city, state) of charter schools currently managed by the organization, including any opening in Fall 2012 or planned to open in Fall 2013 or 2014;**

Innovative Schools currently serves as the Charter Management Organization for two charter schools, both of which are in their planning year and will open for students in the Fall of 2014. These schools include Academia Antonia Alonso, which will be located in Wilmington,

Delaware, and Early College High School at Delaware State University which will be located in Dover, Delaware.

- **Whether you envision applying for additional schools in Delaware in the future (*Your response to this question implies no commitment; the question is simply intended to understand your present vision and the broader context for this application.*); and**

Innovative Schools is contacted by new community groups each year to support them through the charter application process, and will therefore most likely apply for future charter schools.

- **Any other jurisdictions or markets (in Delaware or other states) where you are currently operating, developing, planning, or planning to apply for a charter school.**

If the organization's existing portfolio or growth plan includes schools in other states, explain how Delaware fits into the larger growth plan and how the organization will support and ensure quality in the proposed school. If you have a business plan, provide as **Attachment 24.**

Innovative Schools does not support public schools outside of the state of Delaware. Innovative Schools does not currently have a business plan relating to its CMO services.

2. Summarize the organization's capacity to support and ensure the quality and long-term success of the new school proposed. Outline specific tasks and timelines for building or deploying organizational capacity to support the proposed school.

Innovative Schools has been supporting Delaware public schools for eleven years in a variety of capacities, and has expanded its team in alignment with our expansion of services. Over the past three years, our team has grown to now include 10 full time staff members, and 7 part-time staff members as well as 17 different consultants who support projects on an as-needed basis.

In Innovative Schools' new role as CMO, we will not be adding additional programming, but more so coordinating programming (academic, human capital, and administrative) that is already in place and established in a more targeted way.

As described earlier in this section, during the planning year, the leadership team will be comprised of the school's Board of Directors, Innovative School's leadership team, and, once hired, the school leader. The Planning Year leadership team will work together through a series of regular check-in meetings with the Board's four planning year committees: (1) Academic, (2) Personnel, (3) Finance and Facilities, and (4) Marketing and Student Recruitment. Each committee will be co-led by Innovative Schools' staff members, and the school leader once hired, with expertise on that particular school start-up topic. Board members will be assigned

to each of the committees based on their areas of professional experience. Together, this team of Board, CMO, and school leader, along with personnel from the CMO's subcontractor, Big Picture Learning, will provide a range of experience and expertise to successfully launch the school.

Once the school opens, Innovative Schools would hire a CMO project manager for each new school for which we serve as CMO to coordinate Innovative Schools resource's in the building and monitor and evaluate for fidelity of implementation.

To recruit the CMO Project Managers for each building, Innovative Schools will utilize our local networks as well as reach out to a broader network through our connections with national school design organizations to target high quality CMO Project Managers who may already have expertise with the deeper learning school designs being implemented. Through our partnerships with several national school design organizations, we feel fortunate that we have the ability to reach out to a broad based of experts who could serve as local CMO project managers.

3. Provide, as Attachment 25, a detailed 5-year budget for the operator at the network level (no template is provided).

A copy of Innovative Schools' 5-year CMO budget is included as Attachment 25.

4. Include, as Attachment 26 a detailed budget narrative that provides a high-level summary of the budget and how the budget reflects the mission, vision, education plan, and strategic development of the schools and network as a whole.

A copy of Innovative Schools' budget narrative is included in Attachment 26.

5. How will the organization reach its fundraising goals over the next 5 years? Provide a development plan including staffing needs.

Innovative Schools' CMO work is a fee for service program, and does not rely on fundraising dollars.

PORTFOLIO REVIEW & PERFORMANCE RECORD
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<i>14 Del. C. §§ 512 (1), (6), (9), (10) and (11)</i>

The DDOE will base approval decisions, in substantial part, on the organization's past performance. Provide the following information about schools operated by the organization. The DDOE retains discretion to request additional information from applicants at any time during the review process, including possible site visits.

Note: The term "organization" applies to any applicant or partnership among groups applying to replicate a school model in Delaware. Thus, it may include an existing school or group of

schools proposing to replicate; an existing school network or Charter Management Company (e.g. Charter Management Organization or Education Management Organization) applying directly for a charter; a governing board proposing to contract with a Charter Management Company; or other entities and arrangements. *In the case of an applicant proposing to contract with a service provider, applicants should provide requested information for both entities if applicable.*

1. **Using the Portfolio Summary Template provided by the DDOE, provide, as Attachment 27, a detailed summary of all of the schools in the operator's portfolio**

Innovative Schools' Portfolio Summary Template is included as Attachment 27.

2. **Select one or more of the consistently high-performing schools that the organization operates and discuss the school's performance.**

The two schools that Innovative Schools' currently supports as a CMO are both in their planning year; data on performance is not currently available.

3. **Select one or more of the organization's schools whose performance is relatively low or not satisfactory and discuss the school's performance.**

The two schools that Innovative Schools' currently supports as a CMO are both in their planning year; data on performance is not currently available.

4. ***For any and all schools operating in the state of Delaware, provide, as Attachment 28, the most recent performance/evaluation/renewal reports produced by any authorizer(s) other than the DDOE (or by a third-party evaluator, if applicable).***

The two schools that Innovative Schools' currently supports as a CMO are both in their planning year; data on performance is not currently available.

5. ***For any and all schools operating in the state of Delaware, provide the following as Attachment 29: (a) the last three years of audited financial statements for the school; and (b) the most recent internal financial statements, including balance sheets and income statements (at least through the end of June 2012) for the organization and any related business entities.***

The two schools that Innovative Schools' currently supports as a CMO are both in their planning year; data on performance is not currently available.

6. **For the organization as a whole and any related business entities, provide the following as Attachment 30: (a) the last three years of audited financial statements and management letters; and (b) the most recent internal financial statements, including balance sheets and income statements (at least through the end of June 2012). Be sure**

that the Charter Management Company/network level and the overall operations are distinctly represented.

Copies of Innovative Schools' last three audits and financial statements are included as Attachment 30.

- 7. List any contracts with charter schools that have been terminated by either the organization or the school, including the reason(s) for such termination and whether the termination was for "material breach."**

Innovative Schools has not had any CMO contracts terminated.

- 8. List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the organization, and explain what caused these actions.**

The two schools that Innovative Schools' currently supports as a CMO are both in their planning year; both charters are in good standing with the Delaware Department of Education.

- 9. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the organization in the last three years, and how such deficiencies or violations were resolved.**

The two schools that Innovative Schools' currently supports as a CMO are both in their planning year; both charters are in good standing with the Delaware Department of Education.

- 10. Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. Provide the following as Attachment 31: (a) the demand, (b) any response to the demand, and (c) the results of the arbitration or litigation.**

Innovative Schools has not been involved in litigations.

CHARTER MANAGEMENT ORGANIZATION SERVICES AGREEMENT

By and Between

**Innovative Schools Development Corporation and
First State Military Academy Charter School**

This Charter Management Organization Services Agreement (the “Agreement”) is made and entered into as of Date (the “Effective Date”) by and between Innovative Schools Development Corporation, a Delaware non-profit organization (“IS”), and First State Military Academy Charter School, a Local Education Agency (the “School,” and the School together with IS, each a “Party” and collectively the “Parties”).

WHEREAS, IS is a charter management organization;

WHEREAS, on the Effective Date the Authorizer (as defined below) granted the School authority to operate a charter school;

WHEREAS, it is the Parties’ intention to create a relationship based on trust, common educational objectives, and clear accountability, through which they will work together to bring educational excellence to the School;

WHEREAS, the Parties desire to enter into a written agreement to set forth the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS

“Agreement” has the meaning set forth in the recitals.

“Arbitration Rules” has the meaning set forth in Section 11.2.

“Authorizer” shall mean either a local public school district or the Delaware Department of Education (DDOE) with the approval of the State Board of Education.

“Charter Contract” means the School’s contract with the Authorizer, which authorizes the School and IS to organize and operate the School, and which includes the final charter application.

“Charter School Law” means the laws permitting the creation of charter schools in Delaware as defined in Title 14, Chapter 5 of the Delaware Code and its implementing regulations.

“Claims” has the meaning set forth in Section 9.2.

“Confidential Information” means (i) any business or technical information of a Party that is not generally known or publicly available; (ii) any information that a Party maintains as confidential, proprietary, restricted, or otherwise as not to be disclosed generally; (iii) any information disclosed to or known by a Party that is not generally known or publicly available and that in any way relates to either Party’s products; services; techniques or know-how; trade secrets; ideas; processes; computer programs; documents; materials; business information; marketing materials (including costs, pricing, and customer lists); and (iv) the Marks and Proprietary Information. Notwithstanding any other provision of this Agreement to the contrary, Confidential Information shall not include any information that is required to be disclosed by a order from a court or governmental agency (provided that the Party making such disclosure provides prior notice to the other Party if allowed by the court or agency).

“Deductible” has the meaning set forth in Section 9.4.

“Dispute” has the meaning set forth in Section 11.2.

“Effective Date” has the meaning set forth in the recitals.

“Facility” means a building or other structure, of sufficient size to house the Minimum Enrollment Level, suitable for use by the School and meeting all applicable building codes, zoning ordinances and laws, environmental laws and regulations, and all other laws and regulations applicable to the operation of a School.

“Facility Contract” means the lease or other contract for the use of a Facility under an agreement with the leasing party, if applicable.

“FERPA” has the meaning set forth in Section 6.7.

“Indemnified Claims” has the meaning set forth in Section 9.2.

“Indemnified Party” has the meaning set forth in Section 9.6(a).

“Indemnifying Party” has the meaning set forth in Section 9.6(a).

“Initial Term” has the meaning set forth in Section 10.1.

“Marks” means all trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to IS. Such materials shall include, but are not limited to, “Innovative Schools,” “Innovative Schools: The Center for School Innovative, Inc.,” and “Innovative Schools Development Corporation.”

“Minimum Enrollment Levels” are the levels set forth in Section 6.3. The Minimum Enrollment Levels shall be calculated based on the actual student enrollment of the School as calculated by September 30th during each year of the contract.

“Opening Date” has the meaning set forth in Section 6.3.

“Operating Board” means the Operating Board of the Charter School.

“Party” and “Parties” has the meaning set forth in the recitals.

“Principal” means the person in charge of the day-to-day operation of the School.

“Proprietary Information” means all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by IS, its employees, agents or subcontractors.

“Regulatory Authority” means any United States federal, State or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body.

“Renewal Term” has the meaning set forth in Section 10.1.

“School” has the meaning set forth in the recitals.

“Operations Manager” means the senior-most School employee who manages non-instructional operations.

“School Indemnified Persons” has the meaning set forth in Section 9.2.

“Service Fee” has the meaning set forth in Section 7.4.

“State” means the State of Delaware.

“Term” has the meaning set forth in Section 10.1.

“Termination Assistance Period” has the meaning set forth in Section 10.7.

“Termination Notice” has the meaning set forth in Section 10.2(b).

“Third Party Claim” has the meaning set forth in Section 9.6.

“IS” has the meaning set forth in the recitals.

“School Model” means the educational model based on the chosen school design’s curriculum and school model, described in the Charter Contract.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of IS.

IS represents and warrants as follows:

- (a) Organization. IS is a non-stock, non-profit organization duly organized under the laws of the state of Delaware, with the legal ability to contract to provide educational management services. IS shall notify the School of any change in its corporate status, and will make no change that materially alters this Agreement.
- (b) Authority. IS is authorized to do business in the State. IS has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of IS, enforceable against IS in accordance with its terms.
- (c) Full Disclosure. No representation or warranty of IS herein and no statement, information or certificate furnished or to be furnished by IS pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will intentionally omit a material fact which renders the representation misleading.
- (d) Litigation. There is no suit, claim, action or proceeding now pending or, to the knowledge of IS, threatened before any Regulatory Authority which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse affect upon this Agreement. No such judgment, order, decree or award has been entered against IS which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of IS, threatened before any Regulatory Authority involving IS which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.
- (e) Conduct of IS. IS has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to IS, which include, but are not limited to the Internal Revenue Code, the Delaware Corporation Law and the Charter Schools Law.

2.2 Representations and Warranties of the School.

The School represents and warrants as follows:

- (a) Organization and Tax Exempt Status. The School is, and at all times during the Term will be, a corporation duly organized under the laws of Delaware, with the purpose and legal ability to contract to operate a charter school and to contract for charter management services. The School shall apply for federal tax-exempt status no later than one year following the execution of the Charter Contract. Should the Internal Revenue Service require changes to this Agreement in conjunction with the School's application for or continuation of tax exempt status, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.
- (b) Authority. Subject to the last two sentences of clause (a) above, the School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Agreement constitutes a valid and binding obligation of the School, enforceable against the School in accordance with its respective terms.
- (c) Litigation. There is no suit, claim, action or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority to which the School is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the School. No such judgment, order, decree or award has been entered against the School which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority involving the School which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.
- (d) Full Disclosure. No representation or warranty of the School herein and no statement, information or certificate furnished or to be furnished by the School pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit a material fact that renders the disclosure misleading.
- (e) Conduct of the School and the Operating Board. The School has complied, and at all times during the Term will comply, in all material respects with all local, State and federal laws and regulations that are applicable to the School, which include, but are not limited to the Internal Revenue Code, the Delaware Corporation Law, the open records and meetings laws of Delaware, and the Charter Schools Law. The School has maintained and will maintain adequate records of the activities and decisions of the School to ensure and document compliance with all such laws and regulations. The School agrees to provide IS with copies of all such records, and to allow IS to, at IS' discretion, assist with the preparation and retention of such records.
- (f) Due Authorization. The Operating Board is duly authorized to organize and operate the School and is vested by the Authorizer with all powers necessary to carry out the

educational program outlined in the Charter Contract. **Regardless of the delegation of any duties to IS, the School shall at all times retain all rights, responsibilities, and ultimate accountability under the Charter Contract.**

3. AUTHORITY

3.1 Delegation of Authority to IS

The School hereby authorizes IS to undertake the functions specified in this Agreement in regards to the business and academic services of the School on behalf of the School, it being understood that, at all times, IS remains accountable and subject to the oversight of the School, the Authorizer and State authorities, as provided for in this Agreement and by law. The School also authorizes IS to take such other actions that may not be expressly set forth in this Agreement, but which are necessary in IS' good faith and reasonable judgment to properly and efficiently manage or operate the School, provided such actions are consistent with the Charter Contract, applicable laws and the annual School budget approved by the Operating Board, and that IS provides prior notice to the School if any such other material action is to be taken by IS.

3.2 IS Authority to Subcontract.

Except to the extent prohibited by law or this Agreement, IS may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract permitted hereunder shall relieve or discharge IS from any obligation or liability under this Agreement. IS shall, upon the request of the Operating Board, provide an annual list indicating the functions or services it expects to subcontract the following fiscal year that it is obligated to provide hereunder.

3.3 State Board of Education Authority

Nothing in this Agreement shall be construed in any way to limit the authority of the Delaware State Board of Education, including, but not limited to, the authority to take and enforce action pursuant to **Title 14, Chapter 5, §515 of the Delaware Code.**

3.4 Conflict with Charter

Subject to Section 11.14, to the extent there are any conflicts between the terms of the Charter Contract and the terms of this Agreement, the terms of the Charter Contract shall control.

4. DUTIES AND OBLIGATIONS OF IS

In exchange for the Service Fee described in Section 7.4 and paid by the School to IS, IS will provide the following services as and to the extent more specifically described in the balance of this Article 4 (which more specific descriptions shall control):

- (a) Providing comprehensive program design through the School Model, including curriculum development and implementation, instructional oversight, the development,

administration, and analysis of diagnostic assessments, and the oversight, measurement, and management of school quality;

- (b) Recruiting the Principal, teachers, and administrators;
- (c) Training and evaluating the Principal;
- (d) Providing professional development for teachers;
- (e) Preparing a budget and monthly financial statements;
- (f) Providing payroll and bookkeeping services;
- (g) Researching and recommending an auditor to the Operating Board and serving as a liaison with the auditor;
- (h) Coordinating purchasing;
- (i) Selecting and managing benefits plans for School employees;
- (j) Maintaining human resource files for School employees;
- (k) Facilitating the School's purchase and procurement of information technology equipment and services, and providing certain computer and information technology support to the school, including troubleshooting, website and network design, and completion of the E-Rate application;
- (l) Completing required foundation and government reports, including, but not limited to the School's annual report;
- (m) Develop and execute plan for student recruitment, including development of recruitment materials;
- (n) Providing marketing and advocacy for the School; and

- (o) Conducting a school accountability inspection every year.

IS may, but is not obligated to, provide additional services for additional compensation. IS may perform functions off-site, except as prohibited by State law. IS may utilize web-based systems to provide support and counsel to the School. IS shall, upon the request of the Operating Board, provide an quarterly report indicating the services IS has provided to the school, as contemplated by this Agreement.

4.1 Curriculum.

IS shall support the School in implementing the School Model and curriculum in a manner that is consistent with all applicable laws, including requirements regarding content and subjects of instruction, unless such requirement has been waived by the relevant authorities, and such waiver has been approved by the Operating Board. IS will provide the School with information and systems for implementing the program and the curriculum. The curriculum will include scope and sequence, an assessment system, a daily schedule and a variety of curriculum materials and related documents.

4.2 Student Evaluation.

IS shall implement student performance evaluation systems, which permit evaluation of the educational progress of each student at the School in accordance with the goals set forth in the Charter Contract and any additional guidelines set forth by the Authorizer. The School shall, with IS' assistance, ensure that the students take all State required standardized tests in accordance with State laws and regulations. The School, with IS' assistance, shall maintain detailed statistical information on the performance of (i) the School as a whole, (ii) each individual student, and (iii) each grade. IS and the School shall cooperate in good faith to identify other measures of and goals for student and School performance, including but not limited to parent, teacher, and student satisfaction.

4.3 Annual Audit.

IS shall cooperate and provide all reasonably requested information, to the extent such information is in possession or under the control of IS, needed to complete an annual audit of the School.

4.4 Budget and Financial Statements.

On or before May 1 of each year, IS will work closely with the School to provide the School with a projected budget for the next fiscal year, for review and approval by the Operating Board. The annual budget for the School shall provide for payment of all operating expenses related to the operation or opening of the School, including, but not limited to: disbursement to IS of certain expenses including IS' Service Fee; compensation for School employees, including salary and benefit costs; debt payments owing and owed to IS by the School; marketing and public relations costs; supplies; maintenance; staff development; curriculum materials; assessment materials and consulting fees; other third party consulting expenses; transportation and travel; printing and duplicating; postage; legal fees; and accounting fees. With respect to these items, IS may act as the disbursement agent on behalf of the School to timely pay all such agreed upon budget expenditures out of funds available therefore from the School bank accounts, from which the School shall give IS authority to remit payments. The

School shall be the lawful owner of all real and personal property purchased with such funds, except for property covered by Article 8, which property shall be the sole and exclusive property of IS, subject to the provisions of Article 8. IS shall have no responsibility to make any purchases on behalf of the School or to act as disbursement agent for the School unless and until the funds for such expenditures are in the School bank accounts to which IS has access. The budget shall grant certain levels of discretion to the Principal, within parameters established by the Operating Board.

IS, working closely with the Operations Manager, shall also:

- (a) prepare monthly financial statements for review and approval by the Operating Board;
- (b) Prepare and provide unaudited monthly financial information in conformance with state regulations;
- (c) record and track income and expenses related to all contracts and grants;
- (d) process all cash receipts and accounts payable in accordance with Department of Finance, Division of Accounting regulations;
- (e) prepare and input information for checks through FSF system;
- (f) reconcile the checking accounts each month;
- (g) provide payroll service and maintain payroll records;
- (h) provide state reports and checking account reconciliations;
- (i) provide IT support services

4.5 Principal.

Because the accountability of IS to the School is an essential foundation of this relationship, and because the responsibility of the Principal of the School is critical to its success, the School delegates to IS the authority and responsibility, consistent with State law, to recruit, supervise, and make hiring and firing recommendations regarding the Principal and to hold him or her accountable for the success of the School, subject to the provisions herein.

IS shall have the right to determine initial selection criteria for the Principal, select and interview final round candidates, make a hiring recommendation to the School, and present the proposed terms of the Principal's employment to the Operating Board, including therein the duties and compensation of the Principal. The Board of Trustees may interview the Principal candidate recommended by IS. Within two weeks of said recommendation, the School shall

follow IS' hiring recommendation unless at least 80% of seated non-IS-affiliated board members vote to reject said recommendation.

The Principal shall be an employee of the School, but the Principal work closely with IS and coordinate the management of the School with IS. IS shall have the right to make the recommendation to the School to fire the Principal. Within two weeks of said recommendation, the School shall follow IS' firing recommendation unless at least 80% of seated non-IS-affiliated board members vote to reject said recommendation. IS will (a) provide an intensive leadership training program for the Principal, (b) conduct a Principal evaluation once per year, using a comprehensive performance assessment model and (c) provide ongoing coaching and training for the Principal.

4.6 Teachers and Other School Personnel.

IS shall have the responsibility to recruit teachers and non-teaching administrators and personnel for the School. The Principal shall have the final authority to hire such teachers and other personnel. The Principal shall have the final authority to terminate the employment of School employees, although IS may recommend termination of a School employee. The Principal shall have the authority to determine the compensation of all School employees, within the constraints of the budget adopted by the Operating Board.

IS, in conjunction with the Principal, shall perform the following personnel functions:

- (a) determining staffing levels and compensation ladder;
- (b) determining staff responsibilities;
- (c) providing counsel as to evaluation and discipline of personnel;
- (d) initial training in the chosen school model to be employed by the School, curriculum, program, and technology to all teaching personnel;
- (e) training all non-teaching personnel as IS determines is necessary.

Over time, IS will assist the School (specifically the Principal) in developing the internal capacity to deliver teacher training, especially the initial teacher training covering the basics of the chosen School Model methodology. IS will continue to work closely with the Principal to jointly plan and deliver ongoing teacher training. Should there be a change in Principal at the School, IS will again become involved more directly in initial teacher training until the new Principal is able to run this training independently.

4.7 Equipment and Information Technology.

IS will manage the School's start-up process, and facilitate the purchase, at the School's expense, of desks and other furnishings, equipment, library and media materials, and other similar materials and furnishings integral to the operation of a school.

IS will facilitate the School's purchase and procurement of information technology equipment and services. All technology software and equipment will be paid for by the School, unless otherwise specified by IS.

4.8 School Inspection.

IS will conduct a thorough school inspection and evaluation every year.

5. DUTIES AND OBLIGATIONS OF THE SCHOOL

In addition to the duties and obligations expressly set forth in Article 4, the School (and IS) shall have the following duties and obligations:

5.1 Annual Audit.

The School shall pay for an annual audit of the School to be conducted in compliance with State law and regulations, and identifying the manner in which funds are spent at the School. The annual audit shall be performed by a certified public accountant selected by the Operating Board. IS shall help to identify and recommend the certified public accountant.

5.2 Legal Services.

The School shall arrange and, if necessary, pay for its own legal services. IS shall help identify and recommend a legal service provider.

5.3 Accounting, Bookkeeping, Procurement, and other Financial Functions.

The School shall be responsible and accountable for the following financial functions:

- (a) payment of School expenditures with School funds;
- (b) maintenance of adequate cash balances to cover payroll and payments to vendors;
- (c) payroll, in accordance with Section 5.5;
- (d) transfer to IS of all relevant financial information;
- (e) coding of all vendor invoices and deposits before sending the information to IS;
- (f) delivery of all vendor invoices and contract and grant information to IS in a timely fashion;
- (g) availability for consultation with IS staff during normal business hours.

IS shall provide initial training to the Operations Manager in the use of the financial management software selected by IS, and shall provide support and oversight as may pertain to the functions

listed above. IS shall also work closely with the Operations Director to ensure accurate and timely financial reporting to the Operating Board and funding agencies, including but not limited to the Delaware Department of Education and the Delaware State Board of Education.

5.4 Payroll, Employee Salaries and Benefits.

The School shall be responsible and accountable for the funding of the salaries, fringe benefits, and State and federal payroll taxes for all individuals employed at the School. All such payments will be made through the state's automated payroll system.

5.5 Power and Authority.

The School shall ensure that IS has the requisite power and authority necessary to carry out the duties of IS under this Agreement.

5.6 State and Federal Waivers.

Subject to prior notice to the Operating Board, the School shall, with IS' assistance, timely apply for and support the waiver of any federal or State rules or regulations that interfere with the School Model, except as required for the ordinary operation of the school.

5.7 Evaluation of IS

The Operating Board will offer an annual written evaluation of IS' performance on a quarterly basis using an evaluation tool agreed upon by IS and the Operating Board.

6. OPERATION OF THE SCHOOL

6.1 Students with Special Needs.

The School recognizes its obligation to provide an appropriate education to all students enrolled in the School, regardless of special need, in accordance with the requirements of the *Individuals with Disabilities Act* and Section 504 of the *Rehabilitation Act of 1973*. As required by law, the School shall be open to individuals with handicapping conditions and other special needs. IS may, on behalf of the School, subcontract as necessary and appropriate to a municipal, public or private contractor or otherwise for the provision of special education services, subject to approval by the School, which shall not be unreasonably withheld.

6.2 Recruitment and Admission.

IS and the School shall be jointly responsible for the recruitment of students in accordance with the Charter School Law, but IS' involvement in recruitment of students shall not give rise to any liability of IS, including, without limitation, liability for the failure of enrollment to support the School's budget, and shall not limit IS' right to terminate this Agreement pursuant to Section 6.4. Application to the school shall be in accordance with Title 14, Chapter 5, §504A (9). Admission shall be open to all individuals who reside within Delaware on a space-available basis without regard to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language, academic achievement, or any other basis that would be illegal if used by a public school district. If there are more applications for enrollment in the School than there are spaces available,

students shall be selected to attend using a random selection process. Preference criteria for admission shall be in accordance with those defined in Title 14, Chapter 5, §506.

6.3 Minimum Enrollment Levels.

The School will first open on or about August 2014 (the “Opening Date”) with 264 students. Should the School fail to achieve the Minimum Enrollment Level prior to the Opening Date, this Agreement may be terminated by IS upon 15 days written notice to the School. The Minimum Enrollment Level for each year of this Agreement shall be:

Year 1 – School year beginning in 2013 TBD

Year 2 – School year beginning in 2014 TBD

Year 3 – School year beginning in 2015 TBD

Year 4 – School year beginning in 2016 TBD

Year 5 – School year beginning in 2017 TBD

6.4 School Day and Year for Students.

The normal school day shall be approximately 7 hours. The normal school year will consist of approximately 190 days of regular instruction for students. The School’s calendar shall be developed annually by the Principal in consultation with IS, and shall extend from on or about August 20, 2014 to on or about June 12, 2015 with scheduled vacations.

6.5 School Policies

The School and IS are committed to the success of the educational program set forth in the School Model and related documents, which are part of the Charter Contract, and which are incorporated by reference herein. Consequently, IS shall make reasonable recommendations to the School concerning calendar, policies, rules, regulations, procedures, personnel, and budget, to enable the School to implement the School Model; and the School shall exercise good faith in considering and adopting IS’ recommendations, so that the School Model may be properly implemented.

6.6 Due Process.

With regard to student disciplinary matters, the School shall act in accordance with State and federal law. The School shall provide students due process hearings in conformity with the requirements of State and federal law regarding discipline, special education, confidentiality and access to records.

6.7 Family Educational Rights and Privacy Act.

The School hereby designates employees of IS as agents of the School having a legitimate educational interest such that they are entitled access to education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). IS, its officers and employees shall comply with FERPA at all times.

7. FINANCIAL ARRANGEMENTS

7.1 Funding Eligibility.

The Principal shall be responsible for complying with applicable requirements for the purpose of receiving or maintaining the School's eligibility to receive from Delaware the per pupil allowance which the School is entitled under applicable law. The School shall apply for all State aid or other monies it is eligible to receive from the Authorizer. IS shall provide such assistance to the School in the preparation or review of State aid applications and reports as the School may request. The School shall permit IS to review any such applications and reports prior to their submission, and IS shall have the right to assume control of the application and report process if and to the extent it reasonably deems it appropriate to do so.

7.2 Donations and Grants.

Both the School and IS may solicit and receive grants and donations consistent with the mission of the School.

7.3 Extracurricular Fees.

Consistent with local practice and as allowed by law, the School may charge fees to students for extra services such as summer activities, extracurricular clubs and after school athletics.

7.4 Service Fee.

For the 12-month period beginning on July 1, 2013 (FY14), the School shall pay IS a total Planning Year Service Fee of \$175,679 which will be divided into 4 equal monthly installments to be invoiced on a quarterly basis. IS shall invoice the school on October 1st, January 1st, April 1st, and June 30th. Each invoice covers the following months of rendered services.

October 1st: July 2013-September 2013
January 1st: October 2013- December 2013
April 1st: January 2014- March 2014
June 30th: April 2014- June 2014

All invoices are due upon receipt. If invoices are not paid within 1 month of receipt then a late fee of 1% of the outstanding amount. This late fee will continue to be charged upon the original principal amount for subsequent outstanding month the invoice is not paid.

For the 12-month period beginning on July 1, 2014 (FY 2015), the School shall pay IS a total Operating Year 1 Service Fee of \$276,822 which will be divided into 4 equal monthly installments of \$72,625 to be invoiced on a quarterly basis. IS shall invoice the school on October 1st, January 1st, April 1st, and June 30th. Each invoice covers the following months of rendered services.

October 1st: July 2014-September 2014
January 1st: October 2014- December 2014
April 1st: January 2015- March 2015
June 30th: April 2015- June 2015

All invoices are due upon receipt. If invoices are not paid within 1 month of receipt then a late fee of 1% of the outstanding amount. This late fee will continue to be charged upon the original principal amount for subsequent outstanding month the invoice is not paid.

For the 12-month period beginning on July 1, 2015 (FY 2016), the School shall pay IS a total Operating Year 2 Service Fee of \$291,060 which will be divided into 4 equal monthly installments of \$72,765 to be invoiced on a quarterly basis. IS shall invoice the school on October 1st, January 1st, April 1st, and June 30th. Each invoice covers the following months of rendered services.

October 1st: July 2015-September 2015
January 1st: October 2015- December 2015
April 1st: January 2016- March 2016
June 30th: April 2016- June 2016

All invoices are due upon receipt. If invoices are not paid within 1 month of receipt then a late fee of 1% of the outstanding amount. This late fee will continue to be charged upon the original principal amount for subsequent outstanding month the invoice is not paid.

For the 12-month period beginning on July 1, 2016 (FY 2017), the School shall pay IS a total Operating Year 3 Service Fee of 302,417 which will be divided into 4 equal monthly installments of \$72,604.25 to be invoiced on a quarterly basis. IS shall invoice the school on October 1st, January 1st, April 1st, and June 30th. Each invoice covers the following months of rendered services.

October 1st: July 2016-September 2016
January 1st: October 2016- December 2016
April 1st: January 2017- March 2017
June 30th: April 2017- June 2017

All invoices are due upon receipt. If invoices are not paid within 1 month of receipt then a late fee of 1% of the outstanding amount. This late fee will continue to be charged upon the original principal amount for subsequent outstanding month the invoice is not paid.

For the 12-month period beginning on July 1, 2017 (FY 2018), the School shall pay IS a total Service Fee of \$322,373 which will be divided into 4 equal monthly installments of \$80,593.25 to be invoiced on a quarterly basis. IS shall invoice the school on October 1st, January 1st, April 1st, and June 30th. Each invoice covers the following months of rendered services.

October 1st: July 2017-September 2017
January 1st: October 2017- December 2017
April 1st: January 2018- March 2018
June 30th: April 2018- June 2018

All invoices are due upon receipt. If invoices are not paid within 1 month of receipt then a late fee of 1% of the outstanding amount. This late fee will continue to be charged upon the original principal amount for subsequent outstanding month the invoice is not paid.

Any additional services requested by the school and rendered by IS not covered in services outline in this contract will require an addendum to the contract wherein any additional payment terms will be outlined and mutually agreed upon by both parties.

7.5 IS Not Required to Make Loans or Advances.

IS shall have no obligation to advance or loan any funds to the School.

8. PROPRIETARY INFORMATION AND CONFIDENTIAL INFORMATION

8.1 Marks and Proprietary Information.

The School agrees that to the extent permitted by law, IS and all associated sub-contractors shall own all Marks and all Proprietary Information, provided that the School shall have the non-exclusive, perpetual, and royalty-free license to use the Proprietary Information for the purpose of operating the School (the "License"). IS and all associated subcontractors shall have the sole and exclusive right to license such materials for use by other school districts or customers or to modify and/or sell such material to other school districts and customers. During the Term, IS and associated sub-contractors may disclose such Proprietary Information, including that which is currently in existence as well as that which may be created in the future. The School shall not disclose, publish, copy, transmit, modify, alter or utilize such Proprietary Information during the Term or at any time after the expiration of this Agreement other than to the extent necessary for implementation of this Agreement or the operation of the School. The School shall use such efforts as may be reasonably requested by IS to assure that no School personnel or agents disclose, publish, copy, transmit, modify, alter or utilize IS' Proprietary Information without IS' prior written consent, except as required for the operation of the school.

8.2 Treatment of Confidential Information.

- (a) Confidential Information. The School acknowledges that prior to the Term, IS may have disclosed, and during the Term IS may disclose, Confidential Information to the School. The School agrees that it will not at any time or in any manner, directly or indirectly, use or disclose any trade secrets or other Confidential Information to anyone, and that the School will not use Confidential Information for any purpose other than those provided for herein or the operation of the School.
- (b) Protection of Confidential Information. The School shall preserve and take all reasonable precautions to prevent the disclosure of the Confidential Information to any persons, entities, and/or firms other than those authorized by IS to receive such information, except in connection with the operation of the School.
- (c) Use of Confidential Information. The School agrees that the Confidential Information: (i) shall be used solely in furtherance of this Agreement or the operation of the School, and shall not otherwise be used for the benefit of others; (ii) shall not be copied or reproduced

by the School without the express written permission of IS, except for such copies as may be reasonably required for accomplishment of provisions of this Agreement or the operation of the School; and (iii) shall not be disclosed to any third party without the prior written consent of IS, except in connection with the operation of the School. The School agrees that it will not knowingly infringe upon, or permit any of its employees or agents to infringe upon, any rights of any third party or knowingly violate the patent, copyright, trademark, trade secret, or other proprietary right of any third party in connection with the performance of this Agreement. If the School becomes aware of any infringement or alleged instance of infringement, the School agrees to notify IS promptly in writing.

- (d) **Return of Confidential Information.** The School will promptly deliver to IS any and all Confidential Information, including all written and electronic copies, in the School's possession or control upon termination or expiration of this Agreement or upon request by IS, except in connection with the operation of the School.
- (e) **Rights to Confidential Information.** Except as required for the Parties' performance hereunder or the operation of the School, nothing in this Agreement shall be construed to require IS to provide, or to entitle the School to obtain, any Confidential Information or any rights therein. The School agrees that these confidentiality obligations shall survive the expiration or termination of this Agreement for five years.
- (f) **Specific Performance.** In addition to all of the remedies otherwise available to IS, including, but not limited to, recovery of damages and reasonable attorneys' fees incurred in the enforcement of this Article 8, IS shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Article 8. All of IS' remedies for breach of this Article 8 shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. The School acknowledges and agrees that IS' rights under this Article 8 are special and unique and that any violation of this Article 8 by the School would not be adequately compensated by money damages alone.

9. INDEMNIFICATION

9.1 Survival of Representations and Warranties.

All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

9.2 Indemnification of the School.

IS shall hold the School and its trustees, officers, successors, assigns, and agents (the "School Indemnified Persons") harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs ("Claims"), plus reasonable attorneys' fees and expenses incurred in connection with Claims and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime

lending rate as published in *The Wall Street Journal*, from time to time prevailing (collectively, the “Indemnified Claims”), incurred or to be incurred by any School Indemnified Person resulting from or arising out of, directly or indirectly, any breach or violation of IS representations, warranties, covenants, or agreements contained in this Agreement.

9.3 Indemnification of IS

The School shall hold IS, trustees and affiliates, and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them, harmless and indemnify each of them from and against any and all Indemnified Claims incurred or to be incurred by any of them resulting from or arising out of, directly or indirectly, any breach or violation of the School’s representations, warranties, covenants or agreements contained in this Agreement.

9.4 Limitation on Claims of the School

Notwithstanding anything in this Agreement to the contrary, IS shall have no liability for any Claim and IS shall have no obligations or liabilities pursuant to Section 9.2:

- (a) until the aggregate of the Claims suffered or incurred by the School exceeds Five Thousand Dollars (\$5,000) (the “Deductible”). After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by the School, the amount of any income tax savings actually realized by the School as a result thereof as well as the income tax cost arising out of such indemnity, if any, shall be taken into account;
- (b) to the extent such liabilities exceed the lesser of (i) the Service Fee paid to IS during the academic year in which the action or omission giving rise to the Claim occurred and (ii) the amount of any insurance proceeds received by the School for an insured event under insurance policies referenced in this Agreement; and
- (c) if the claim for indemnification is made pursuant to Section 9.2, to the extent that IS can demonstrate that the School had, prior to the effective date of this Agreement, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached or that the applicable covenant had been breached or was unfulfilled prior to the effective date of this Agreement.

9.5 Limitation on Claims of IS

Notwithstanding anything in this Agreement to the contrary, the School shall have no liability for any Claim and the School shall have no obligations or liabilities pursuant to Section 9.3:

- (a) until the aggregate of the Claims suffered or incurred by IS exceeds the Deductible. After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by IS, the amount of any income tax savings actually realized by IS as a result thereof as well as the income tax cost arising out of such indemnity, if any, shall be taken into account;
- (b) to the extent such liabilities exceed the lesser of (i) the Service Fee paid by the School during the academic year in which the action or omission giving rise to the Claim

occurred and (ii) the amount of any insurance proceeds received by IS for an insured event under insurance policies referenced in this Agreement; and

- (c) if the claim for indemnification is made pursuant to Section 9.3, to the extent that the School can demonstrate that IS had, prior to the effective date of this Agreement, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached prior to the effective date of this Agreement.

9.6 Indemnification of Third-Party Claims

The obligations and liabilities of any Party to indemnify the other under this Article 9 with respect to a Claim relating to or arising from third parties (a “Third Party Claim”) shall be subject to the following terms and conditions:

- (a) Notice and Defense. The Party to be indemnified (the “Indemnified Party”) will give the Party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of any such Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party’s duty or obligations under this Article 9, except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third Party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this Article 9 with respect to such Third Party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third Party Claim. So long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.
- (b) Failure to Defend. If the Indemnifying Party, within thirty (30) days after notice of any such Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Claim and fails to defend such Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s defense, compromise, settlement or consent to judgment therein.
- (c) Indemnified Party’s Rights. Anything in this Article 9 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result

- (d) of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

9.7 Payment

The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 9. Upon judgment, determination, settlement or compromise of any third party claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third party claim.

9.8 Adjustment of Liability

In the event an Indemnifying Party is required to make any payment under this Article 9 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

10. TERM AND TERMINATION

10.1 Term.

This Agreement shall have an initial term commencing on the Effective Date and ending on the anniversary of the Effective Date in the year of the first renewal of the charter (the “Initial Term”) In no event shall any such renewal or renegotiations extend beyond the effective date of any subsequent Charter Contract granted by the Authorizer.

10.2 Termination by the School.

The School may terminate this Agreement in accordance with the following provisions:

- (a) Termination for Cause. Subject to the provisions of subparagraph (b) below, the School may terminate this Agreement for cause at any time during the Term. For purposes of this Section 10.2, the term “for cause” shall mean:

- i. IS becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, makes an assignment for the benefit of creditors, or does not have sufficient financial resources to perform its obligations under this Agreement in the ordinary course;
 - ii. a Regulatory Authority has revoked any license which may be required for IS to carry on its business and perform its obligations and functions under the Charter Contract;
 - iii. IS violates any material provision of law with respect to the School from which the School was not specifically exempted and which results in material adverse consequences to the School;
 - iv. IS materially breaches any of the material terms and conditions of this Agreement, which results in material adverse consequences to the School;
 - v. the School fails to make reasonable progress toward achievement of the goals and objectives outlined in the “Goals and Objectives” section of the Charter application, after a period of at least three years from the Effective Date of this Agreement;
 - vi. the Authorizer notifies either Party of its intention to revoke its Charter Contract with the School, or does so;
 - vii. the State notifies either Party of its intention to revoke the Charter Contract between the Authorizer and the School pursuant to State statute, or does so; or
 - viii. the enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, or court or administrative decision or order finding that this Agreement, the operation of the School in conformity with this Agreement or the School’s Charter Contract with the Authorizer violates the School’s, the Authorizer’s or the State’s responsibilities, duties or obligations under the federal or State constitutions, statutes, laws, rules or regulations, or any contract or agreement.
 - ix. If sufficient funds are not appropriated by the schools, or other appropriate federal or state agency, to sustain in whole or in part the CMO’s performance under this agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance.
- (b) IS Right to Cure. Prior to exercising its right to terminate this Agreement pursuant to Section 10.2(a), the School shall give IS written notice of its basis for terminating the Agreement (a “Termination Notice”). The Termination Notice shall specify the section of this Agreement upon which the School is relying on for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, IS

shall have 60 business days to remedy the breach. If the breach is not corrected within the cure period, the School may immediately terminate the Agreement.

- (c) If the School terminates this Agreement in accordance with Section 10.2(a)(v) the school will owe IS any services rendered, but yet unpaid for up to the last day of services the date and amount of which is to be mutually agreed upon in writing by both parties.

10.3 Termination by IS.

IS may terminate this Agreement in accordance with the following provisions:

- (a) Termination For Cause. Subject to the provisions of subparagraph (b) below, IS may terminate this Agreement for cause at any time during the Term. For purposes of this Section 10.3, the term “for cause” shall mean that:
- i. the School materially breaches any of the material terms and conditions of this Agreement;
 - ii. the School fails to comply with its Certificate of Incorporation or Bylaws and such failure materially and adversely affects the ability of the school to operate as contemplated by this Agreement;
 - iii. the School violates any material provision of law with respect to the School from which the School was not specifically exempted and which results in material adverse consequences to IS or to the School;
 - iv. the School takes any action which materially interferes with the ability of IS to perform under this Agreement;
 - v. the School’s Operating Board overrides IS’ recommendation to terminate the employment of a Principal, or overrides more than two (2) of IS’ hiring recommendations, as described in Section 4.5;
 - vi. the School refuses or willfully fails to follow any direction of IS related to implementation of the School Model;
 - vii. the Authorizer notifies either Party of its intention to revoke its Charter Contract with the School, or does so;
 - viii. the State notifies either Party of its intention to revoke the Charter Contract between the Authorizer and the School pursuant to State statute, or does so; or
 - ix. the enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, or court or administrative decision or order finding that this Agreement, the operation of the School in conformity with this

Agreement or the School's Charter Contract with the Authorizer violates the School's, the Authorizer's or the State's responsibilities, duties or obligations under the federal or State constitutions, statutes, laws, rules or regulations, or any contract or agreement.

- (b) **School Right to Cure.** Prior to exercising its right to terminate this Agreement pursuant to Section 10.2(a), IS shall give the School a Termination Notice specifying the section of this Agreement upon which IS is relying on for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, the School shall have 60 business days to remedy the breach. If the breach is not corrected within the cure period, IS may immediately terminate the Agreement.
- (c) **Inadequate Fee.** IS may terminate this Agreement in the event that the school has insufficient funds to sustain in whole or in part the IS' performance under this agreement; or if funding to the school is reduced such that the amount of the funds are insufficient to sustain said performance.
- (d) If the School terminates this Agreement in accordance with any of the provisions in Section 10.3 the school will owe IS any services rendered, but yet unpaid for up to the last day of services, the date and amount of which is to be mutually agreed upon in writing by both parties.

10.4 Termination Upon Agreement of the Parties.

This Agreement may be terminated upon written agreement of the Parties.

10.5 Avoidance of Disruptions to Students.

Notwithstanding the foregoing provisions of this Article 10, each Party shall use its good faith best efforts to avoid a termination of the Agreement that becomes effective during the school year because of the disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either Party prior to the end of the Term, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year.

10.6 Payment of Service Fee.

Upon termination of this Agreement, the School shall pay IS any previously unpaid portion of the Service Fee for services performed by IS until the time of termination.

10.7 Assistance Following Termination by IS.

In the event of termination of this Agreement by IS, IS shall provide reasonable assistance to the School for the shorter of the remainder of the current School year or 90 days after the effective date of termination of the Agreement (the "Termination Assistance Period"), to assist in the transition to another School management plan. During the Termination Assistance Period, IS will be entitled to receive and the School shall continue to pay IS' Service Fee and shall reimburse IS for all reasonable expenses incurred by IS in providing such transition assistance.

10.8 Marks and Proprietary Information.

Subject to the License, upon termination or expiration of this Agreement, the School will not have any right to make any use whatsoever of the Marks. To the extent that the School's corporate name or documents includes any of the Marks, including but not limited to the IS or any of IS' sub-contractors' name and logo, and unless expressly agreed to in writing by IS, the School shall immediately change such name so that it does not include any of the Marks, or any portion of the Marks, following termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1 Governing Law.

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of Delaware, without giving effect to the principles of conflict of laws thereof; provided, however, that the *Federal Arbitration Act*, to the extent applicable and inconsistent, will supersede the laws of Delaware and shall govern. If any action is brought to enforce an arbitral award rendered pursuant to Section 11.2, venue for such action shall be in the courts of

Delaware located in the School's county or the courts of the United States serving Delaware. The Parties hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

11.2 Alternative Dispute Resolution.

(a) Good Faith Negotiation of Disputes. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes. If, nevertheless, a dispute should arise in connection with this Agreement, either Party may give notice to the other Party of intent to negotiate, and the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (a "Dispute"), except for a claim by IS relating to its intellectual property rights (including under Article 8 or Section 10.9 of this Agreement), is unable to be resolved by the Parties (or if one of the Parties refuses to participate in such negotiations) within twenty days from the notice of intent to negotiate, either Party may give written notice to the other (in accordance with Section 11.10) that the Dispute shall be resolved in accordance with the following alternative dispute resolution procedure.

(b) Binding Arbitration Except With Respect to Intellectual Property. Any Dispute, except for a claim by IS relating to its intellectual property rights (including under Article 8 or Section 10.9 of this Agreement), will be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association (the "Arbitration Rules"), except as stated below in this clause (b). A claim by IS relating to its intellectual property rights (including under Article 8 or Section 10.9 of this Agreement) shall not be subject to arbitration absent further agreement by the parties. Within seven calendar days following the giving by either Party of a written notice to arbitrate, (1) each Party shall designate its panel

representative and (2) the Party giving notice to arbitrate shall also give notice to Delaware Department of Education of such intent to arbitrate, and shall request that such office designate a third representative. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrators shall permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the matters in controversy together with their award. They shall issue their award within 30 days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

(c) Notices. All notices, arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered in the manner described in the Notice provision of this Agreement.

(d) Award, Confirmation. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrators are not empowered to award punitive damages. Any award rendered by the arbitrator(s) may be entered as a judgment or order and confirmed or enforced by either Party in any State or federal court having competent jurisdiction thereof. This Agreement concerns transactions involving commerce among the several states.

(e) Expense Shifting For Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, and except for a claim by IS under Article 8 or Section 10.9, which claim is not subject to arbitration, no Party may seek judicial relief. In the event any Party violates this provision and brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, such Party will be liable to the other Party for, among other things, all of the other Party's costs and expenses (including, without limitation, court costs and attorneys' fees) incurred to stay or dismiss such judicial action and/or remove or remand it to arbitration. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order of dismissal, removal, or remand. In the alternative, such Party may seek an immediate and separate award of such costs and expenses at the outset of the arbitration, which the arbitrators must grant, and the Party may seek immediately to confirm such award of costs and expenses. In addition, if either Party brings any judicial action to vacate or modify any award rendered pursuant to arbitration, or opposes a judicial action to confirm such award, and the Party bringing or opposing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses (including, without limitation, court costs, arbitrators fees and expenses and attorneys' fees) incurred by the other Party in defending against the action to vacate or modify such award or in pursuing confirmation of such award. The cost-shifting provisions of the preceding sentence shall apply equally to appeals of judicial decisions to which the preceding sentence applies. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order dealing with confirmation, vacation, or modification of an award, or any order on an appeal to which the preceding sentence applies.

(f) Waiver of Jury Trial. The Parties knowingly and willingly waive the right to a jury trial of any Dispute, whether or not subject to this arbitration provision and including any

Dispute included within this arbitration provision but found not to be subject to arbitration for any reason.

11.3 Breach and Waiver.

No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

11.4 No Third Party Beneficiary Rights.

With the exception of the Authorizer, no third party, whether a constituent of the School, a member of the community, a student or parent of a student of the School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the School or IS in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

11.5 Negligent, Wrongful or Unlawful Acts of a Party.

Nothing in this Agreement shall affect or alter in any way responsibility of either Party of this Agreement for the negligent, wrongful or unlawful act of that Party's employees, agents or contractors

11.6 Delegation of Authority.

Nothing in this Agreement shall be construed as delegating to IS any of the powers or authority of the School or the Operating Board, which are not subject to delegation by the School or the Operating Board under applicable State law or under the Charter Contract.

11.7 Compliance with Laws.

Unless specifically waived by appropriate governmental authority, IS shall comply with all applicable laws, rules, regulations, ordinances, orders or other requirements of Delaware and any governmental authority relating to its delivery of the goods or services specified in this Agreement.

11.8 Incorporation of Recitals and Appendices.

The recitals to this Agreement and any appendices referred to in this Agreement are hereby incorporated herein as an integral part of this Agreement.

11.9 Inspection and Access to Records.

Upon reasonable notice, the Parties shall make available to each other and to the Authorizer for inspection and copying, all books, records, and documents relating to the Parties' obligations and performance under this Agreement.

11.10 Notices.

All notices, demands, consents or other communications (“notices”) which either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the Parties as follows:

If to Innovative Schools:

Attn: Debbie Doordan
Innovative Schools
100 W. 10th Street Suite 403
Wilmington, DE 19801
Tel: (302) 656-4737 ext 33
Fax: (302) 656-4738

If to the School:

Attn: C. Scott Kidner
First State Military Academy
School Address: TBD
Tel: TBD
Fax: TBD

Any Party may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a Party shall be deemed delivered when so received.

11.11 Defined Terms and Use of Terms.

All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Agreement.

11.12 Section Headings.

The headings in this Agreement are for the convenience of the parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.

11.13 Exhibits and Schedules.

Each exhibit and each schedule to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part thereof. In the event of a

conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibits or schedules, the terms and provisions of this Agreement shall control.

11.14 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded hereby.

11.15 Modifications and Amendments; No Parol Evidence.

\ This Agreement (including any exhibits and schedules to this Agreement) is the entire agreement between the Parties, and may be altered, changed, added to, deleted from or modified only by agreement in writing approved by the Operating Board and by IS' Board of Directors. Accordingly, no course of conduct or custom shall constitute an amendment or modification of this Agreement, and any attempt to amend or modify this Agreement orally, or in a writing not so approved, shall be void. This Agreement may not be modified, supplemented, explained, or waived by parol evidence.

11.16 Assignment.

This Agreement, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntary or involuntary, without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the name of such Party's successors and assigns to the extent necessary to carry out the intent of this Agreement.

11.17 Counterparts.

This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

11.18 No Partnership.

This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

11.19 Further Assurances.

The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents, including but not limited to a License in customary form, and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

11.20 Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable

provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

11.21 Survival.

The provisions of Articles 2, 8 and 9, Sections 3.3, 3.4, 10.6, 10.7, 10.8, 10.9, 11.1, 11.2, 11.4, 11.5, 11.6, 11.8, [11.9], 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.20, 11.21, this Section 11.21, and any other sections or exhibits to this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement; provided that any provisions that is stated to extend for a specified period of time shall survive only for such specified period of time.

11.22 Negotiated Agreement.

The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

- SIGNATURES ARE ON THE FOLLOWING PAGE –

IN WITNESS WHEREOF, the Parties have read, understood all terms and provisions in this agreement and executed and delivered this Agreement as of the date first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES INNOVATIVE SCHOOLS DEVELOPMENT CORPORATION.

Debbie Doordan
Executive Director, Innovative Schools

Date

C. Scott Kidner
Board Chair, First State Military Academy

Date

FIRST STATE MILITARY ACADEMY

Scope of Work Planning Year		
Category	Deliverables Description	Fee
Welfare Grant Refund	Partial payment for Welfare Foundation funds used during the school' application year. School has paid \$8K to date. \$25K/year will be repaid during the planning year. The additional \$25K will be repaid during the 1 st Year of operation.	\$25,000
Planning Year Work Plan	Provide critical knowledge about topics, tasks, and expectations to be addressed during the Planning Phase to ensure that the Operating Board is meeting the requirements for an operating public charter school, and will be ready to open for its first year of operation. Provide detailed work plan to ensure that school completes identified tasks relative to state-mandated deadlines and conditions of approval.	Cost included as part of project management
Project Management / Phase 2 Curriculum Alignment/	<p>Establish the following working committees with the Board to drive forward work outlined in the planning year work plan – Academic, Marketing and Student Recruitment, Finance and Facilities, and Personnel. Weekly check-in meeting with Board Chair to discuss program of key deliverables. Provide technical assistance support from each of the topics outlined in the Planning Year work plan including but not limited to topics such as Site Selection and Facilities Consulting; Academic Program; Financial Management (budget support); Information Technology*; Other Contracted Services (transportation, food service, etc.); Operations and Infrastructure; Governance and Accountability; Data Collection and Analysis, Community Engagement; procurement. The Operating Board can use the consulting/technical assistance hours of support based on their needs. Attendance and report out at monthly board meetings.</p> <p>This deliverable includes support from 5 IS staff members on each of the different topics list above to run committees and complete deliverables outlined in the work plan.</p>	\$66,434

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	*Support with design and installation of network infrastructure, security system, bell systems, and intercom systems is available at an additional cost.	
Phase II Curriculum Alignment	Completion of three fully developed units of instruction per grade cluster served by the school per required content area. Units should be of quality and academic rigor to score a 3 or 4 on the Department of Education's School Unit Review Rubric.	Included in project management cost
Student Recruitment and Community Outreach	<u>Development of communications strategy and materials</u> <ul style="list-style-type: none"> Content development and graphic design support including logo development, website, student recruitment brochures, school banners, etc. Develop and execute plan for student recruitment Provide advocacy support for the school <u>Community Engagement Meetings</u> <ul style="list-style-type: none"> Assist with developing parent presentations consistent with the communications strategy 	\$30,000
Board Training	Series of two workshops to build capacity of board to successfully oversee charter school	\$5,000
School Staff Recruitment	<ul style="list-style-type: none"> Recruit and provide hiring recommendations to the Operating Board on school leader, teachers, and administrative staff for the school. The board will approve all hires prior to any offers being made. Staff hiring recommendations will be done in conjunction with the principal. Provide support the principal in determining staff responsibilities, staffing levels, and compensation ladder for school staff Provide access to pool of national candidates who have been pre-screened through Delaware Talent Management 	\$5,000
School Design Implementation and Training – New Tech	<ul style="list-style-type: none"> Provide comprehensive support from The New Tech Network to replicate the New Tech Program. Services relating to the school design include: <ul style="list-style-type: none"> Echo™ Learning Environment Planning and Implementation support Principals Residency 	\$37,040

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	<ul style="list-style-type: none"> ○ Teacher Shadowing ○ 5 day New Schools Institute ○ On site training ○ 1:1 virtual coaching support (email/ video conference) ○ Network Webinars ○ Leadership Support ○ Meeting of the Minds ○ Annual Conference 	
Overhead	IS overhead for providing CMO services	\$7,205
Total Planning Year Cost		\$175,679

Scope of Work		
Operating Year 1 - 4		
Category	Deliverable Description	Cost
Welfare Grant Refund	<ul style="list-style-type: none"> • Partial payment for Welfare Foundation funds used during the school' application year. 	\$25,000 in Operating Year 1
School Design implementation and training – New Tech	<ul style="list-style-type: none"> • Ongoing support for deliverables listed in planning year. • Conduct a yearly evaluation, as well as ongoing training and coaching support to the principal • Continue to provide professional development and coaching for teachers, and also provide initial training for any new staff • Make recommendations and provide assistance to the school concerning calendar, policies, rules, regulations, procedures, and personnel (including evaluation and discipline) to enable the school to implement the school 	\$38,404 in Operating Year 1 \$115,750 in Operating Year 2 \$126,830 in Operating Year 3 \$144,976 in Operating Year 4

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	<ul style="list-style-type: none"> model efficiently and with fidelity Implement student performance systems and assist in maintaining detailed statistical information of the performance of the school, each student, and each grade Conduct yearly school accountability inspections Assist school to ensure that the students take all State required standardized tests in accordance with State laws and regulations. Build the school's internal capacity to implement the chosen school design model 	
Student and Staff recruitment	<ul style="list-style-type: none"> Continued support in student recruitment and staff recruiting and talent management through DTM Annual survey for teaching staff on instructional culture and areas requiring improvement Coaching for school leader on retaining high quality talent and making improvements in the building based on feedback from instructional culture survey. 	\$9,500/year
CMO Project Manager and Technical Assistante	<ul style="list-style-type: none"> Full time staff member assigned to the school site Work with school leader to establish strong academic and operational infrastructure. Oversee coordination of all Innovative Schools services in the building outlined in proposed Scope of Work Fill in staffing gaps at school level as needed Provide quarterly report to the operating board indicating services provided to the school, along with summary of school progress, performance, and issues to be addressed Attendance at all monthly board meetings to provide CMO report 3 hrs/week of additional technical support (additional PBL coaching for struggling teachers, oversight by CMO Director, admin support, etc) 	\$119,800/year
Back Office and Operations Support	<ul style="list-style-type: none"> Conduct school inspection and evaluation yearly Provide initial/continued training to operation manager and non-teaching personnel as determined necessary 	\$60,000/year

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Services	<ul style="list-style-type: none"> • Identify and recommend an auditor as well as legal service provider for the school • Assist in completing the required foundation and government reports, including, but not limited to the school's annual report (many of these reports are completed as part of the back office support services described below) • Provide all reasonably requested information so to complete an annual audit of the School • Recommend and ensure the effective implementation of a data back-up plan • Build the school's internal capacity to oversee and manage all operational and business needs of the school 	
Back Office and Operations Support Services	<p><u>PHRST</u></p> <ul style="list-style-type: none"> • Manage the Components of PHRST: HR, Payroll and Benefits Administration • Ensure accurate and timely entry of employees into PHRST system to include HR, Payroll and Benefits Administration • Update Employee Records as Needed • Review PHRST records after mass updates to Ensure Accuracy • Data Cleanup as mandated by State <p><u>Human Resources</u></p> <ul style="list-style-type: none"> • Assist with Formation of HR Policies Necessary Prior to Entering Employees in PHRST • Work with School Leadership to Determine Number of FTEs within Budget • Monitor FTEs in PHRST to ensure Compliance with Hiring Plan • Ensure Correct Coding and FTE for Employee Entered in PHRST • Pre-employment Meeting with Each New Hire (employer forms and 	Included in Back Office Service quote above

FIRST STATE MILITARY ACADEMY

	<p>benefits overview)</p> <ul style="list-style-type: none">• Pension Counseling and Processing• Personnel File Audit• New Employee Orientation• Manage the HR module of PHSTR <p><u>Payroll</u></p> <ul style="list-style-type: none">• Assist School Leadership in Formation of Employee Schedules, Leave Policies, Earnings Codes Prior to Loading Employees into PHSTR• Load Earnings Codes, Employee Schedules and other necessary data into PHSTR prior to loading employees• Calculate Mid-Year Adjustments to Salaries• Ensure Pay Deductions are Correctly Entered• Calculate and Properly Code Short-term Disability Pay for Approved Employees• Development of electronic pay card that can be sent to preparer. <p><u>Benefits Administration</u></p> <ul style="list-style-type: none">• Meet with New Employees, Explain Benefit Options• Enroll Employees in Correct Benefit Plan• Ensure Employee Benefit Selections are Correctly entered in PHSTR• Ensure all Required Documents are obtained from Employee and Processed• Enter mid-year adjustments for Life Changes• Perform Reconciliation of Insurance Billings• Monitor FMLA Schedules; advise employees when Paid Benefit Period will End• Work with Employees on Short-term Disability for Benefits Coverage	
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FIRST STATE MILITARY ACADEMY

	<ul style="list-style-type: none"> • COBRA <p><u>Training</u> Conduct school leadership training session to include FLSA; FMLA; HIPPA; Employment Costs to include taxes, health insurance and OECs</p>	
Back Office and Operations Support Services	<p>FSF</p> <ul style="list-style-type: none"> • Accounts Payable – Data Entry (FSF) • Monitoring of FSF Accounts • Monthly reconciliation of accounts • Ensure Transactions Successfully Process Through FSF (all transactions would include cash receipts and other transactions besides purchase orders and payment vouchers) • Monitor Purchase Orders for Completion, Change Orders for adequate Balances • Ensure Timely Payments • Monitor End Dates of Appropriations to Ensure Funds are Utilized 	Cost included in Back Office Fee above.
Back Office and Operations Support Services	<p>Financial Reporting</p> <ul style="list-style-type: none"> • Budget Planning – technical assistance provided on maximizing existing funds to create an effective budget(reporting) • Local Billing Support • Monthly Reconciliation of Accounts • Monitor Open-end Purchase Order Balances to ensure adequate funding is available for ongoing obligations • Determine adequate funds are available for intended purposes • Preparation and Dissemination of Monthly Board and Web Reports • Preparation of Annual GAAP Report • Attendance at Board meetings to discuss financial reports as needed 	Cost included in Back Office Fee above.

FIRST STATE MILITARY ACADEMY

	<ul style="list-style-type: none"> • Effective Records Management • Review All Funding Sources to include State, Federal and Local Tax Funding as well as Donations and Other Sources on Income • Assistance in Preparation of Consolidated Grant Application • Consolidated Grant Annual and Final Financial Reports • Bi-annual Food Service Reporting • School Audit Assistance • Financial training for the Board of Directors and Head of School to understand how to interpret the school's financial statements • Notification of all pertinent trainings offered through the DDOE • Completing all required foundation and government reporting including but not limited to the school's annual report • Record and track income and expenses related to all contract and grants 	
Back Office and Operations Support Services	Licensing and Credentialing <ul style="list-style-type: none"> • Personnel File Audit <ul style="list-style-type: none"> ○ Periodic review of personnel files for audit preparation • Licensing and Certification Assessment <ul style="list-style-type: none"> ○ Assessment to determine the licensing and certification status of each teacher. ○ Training for teachers and administrators on how to navigate the Delaware Educator Data System (DEEDS). School leaders receive a report on status of all professional staff. ○ Recommendations for proceeding from one license level to the next ○ Assistance in the Continuing License renewal process ○ Information and support for teachers who need to attain certification in current or additional capacity areas. 	Cost included in Back Office Fee above.

FIRST STATE MILITARY ACADEMY

	<ul style="list-style-type: none"> ○ Support for non-certified, emergency certified, or ARTC candidates who must to take the Highly Qualified Survey or Praxis II ○ Support for para-educators who must take the Para Pro tests ○ Assistance for administrators who need to navigate obstacles to teachers attaining their Highly Qualified status. 	
Overhead	IS overhead for providing CMO services	\$7,205/year
Total Operating Year 1 Cost		\$276,822
Total Operating Year 2 Cost		\$291,060
Total Operating Year 3 Cost		\$302,417
Total Operating Year 4 Cost		\$332,373

LICENSE NO. 2003104464 DORBL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/12 - 12/31/12
NOT TRANSFERABLE

DLN: 12 98026 84

BUSINESS CODE 099
GROUP CODE 007

PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 01/04/12

VALIDATED

2012

LICENSE FEE: \$ 75.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

#BWNKHP5
#493X EUW0 1LM0 V0Q6#
INNOVATIVE SCHOOLS DEVELOPMENT
100 W 10TH ST STE 403
WILMINGTON DE 19801-1643



INNOVATIVE SCHOOLS DEVELOPMENT
100 W 10TH ST STE 403
WILMINGTON DE 19801-1643

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE
APPLICATION DUTY FILED PURSUANT TO TITLE 30, DEL. CODE.

PATRICK T. CARTER

DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION



Charter Management Organization Evaluation Instrument
December 3, 2012

Components

The following Charter Management Organization Evaluation Instrument is comprised of two sections, which provide a mechanism for Academia Antonia Alonso and Innovative Schools to ensure a strong working relationship by identifying strengths and opportunities for improvement relative to Innovative Schools' CMO services.

Section 1 outlines work completed by Innovative Schools as outlined in Academia Antonia Alonso's planning year work plan, including: Board of Directors, Communications with the Department of Education, Academics, Marketing and Student Recruitment, Facility and Facility, and Personnel. Members of the Academia Antonia Alonso Board are asked to rate Innovative Schools on each of the identified services. A rubric describing the rating system is provided as an appendix to this document.

Section 2 is a form that Innovative Schools will use to provide a response and feedback to Academia Antonia Alonso on their evaluation.

Recommended Process

We recommend the following process by which to implement the instrument:

1. Academia Antonia Alonso should designate an evaluation committee or individual.
2. Academia Antonia Alonso's committee or designated individual will review, edit, and approve evaluation tool before beginning evaluation.
3. Section 1 will be completed by the appropriate committee or individuals, compiled into a single document, and distributed back to Innovative Schools.
6. Innovative Schools will complete Section 2 and return to Academia Antonia Alonso's committee or designated individual.
7. The committee or individual designated by Academia Antonia Alonso will have a meeting with Innovative Schools to discuss the overall report.



Charter Management Organization Evaluation Instrument
December 3, 2012

Section 1

Reviewer Name & Title _____ Date of Review _____

Criteria	Rating (see Appendix)	Rating (see Appendix)	Comments
<u>Board</u>			
Develop planning year work plan	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	
Develop Board handbook	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	
Establish schedule for Board trainings during planning year	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	
Weekly check-in with Board Chair and attendance at monthly board trainings	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	
<u>DDOE Communications</u>			



Charter Management Organization Evaluation Instrument
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Develop responses for all conditions of approval by the designated timelines. To date, conditions of approval that have been completed include: <ul style="list-style-type: none"> • Adequate liability insurance • Curriculum • Board roster and board member background checks • Attendance policies • School safety and the reporting of school crimes • Transportation • Procurement process • Delayed opening to September 2014 	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Academics		
Curriculum: Develop instructional units and Scope and Sequence for all grade clusters	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Coordinate support with Expeditionary Learning	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Development of school calendars and schedules	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Conduct regular meetings with the Academic Committee of the Board	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory



Charter Management Organization Evaluation Instrument
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	<input type="checkbox"/> Non-compliant <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Marketing and Recruitment	
Develop interactive parent info session format	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Identify enrollment period and process	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Develop application related materials	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Development of the Student/Parent Handbook (Code of Conduct)	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Development of website, logo, and marketing materials	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Conduct regular meetings with the Marketing and Student Recruitment Committee of the Board.	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Finance and Facility	
Provide guidance on RFP process for contracts over \$50K	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory



Charter Management Organization Evaluation Instrument
December 3, 2012

	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Apply for 501c3 status	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Complete grant applications to secure start-up funding	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Purchase necessary insurances	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Identify potential site locations	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Complete application for the Community Education Building	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Develop budget	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory
Establish line of credit	<input type="checkbox"/> In compliance	<input type="checkbox"/> Exceeds expectations
	<input type="checkbox"/> Probationary	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Non-compliant	<input type="checkbox"/> Needs improvement
		<input type="checkbox"/> Unsatisfactory



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Establish fiscal policies	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Conduct regular meetings with the Finance and Facilities Committee of the Board	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
<u>Personnel</u>		
Develop school leader job description	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Post job description and manage communications with all applicants	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Develop rigorous interview process	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Develop employee handbook	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
Conduct regular meetings with Personnel Committee of the Board	<input type="checkbox"/> In compliance <input type="checkbox"/> Probationary <input type="checkbox"/> Non-compliant	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory



Charter Management Organization Evaluation Instrument
December 3, 2012

Section 2

CMO Comment and Feedback

The section of the CMO Evaluation Instrument will be used by Innovative Schools to respond to Sections 1 above, and also provide general constructive feedback to the Academia Antonia Alonso Board.

Comments on Section 1
General Comments & Feedback from Innovative Schools



Charter Management Organization Evaluation Instrument
December 3, 2012

Appendix

Rating Rubric

Rating	Description
Compliant	Innovative Schools meets the contract requirement all or substantially all the time.
Probationary	Innovative Schools has failed to meet the contract requirement on one or several occasions, but Academia Antonia Alonso has not received any notice of non-compliance from the Delaware Department of Education, and Innovative Schools has been made aware of the deficiency and taken action to address the deficiency.
Non-compliant	Innovative Schools has consistently failed to comply with the contract requirements, and/or a notice of non-compliance has been received by Academia Antonia Alonso from the Delaware Department of Education.

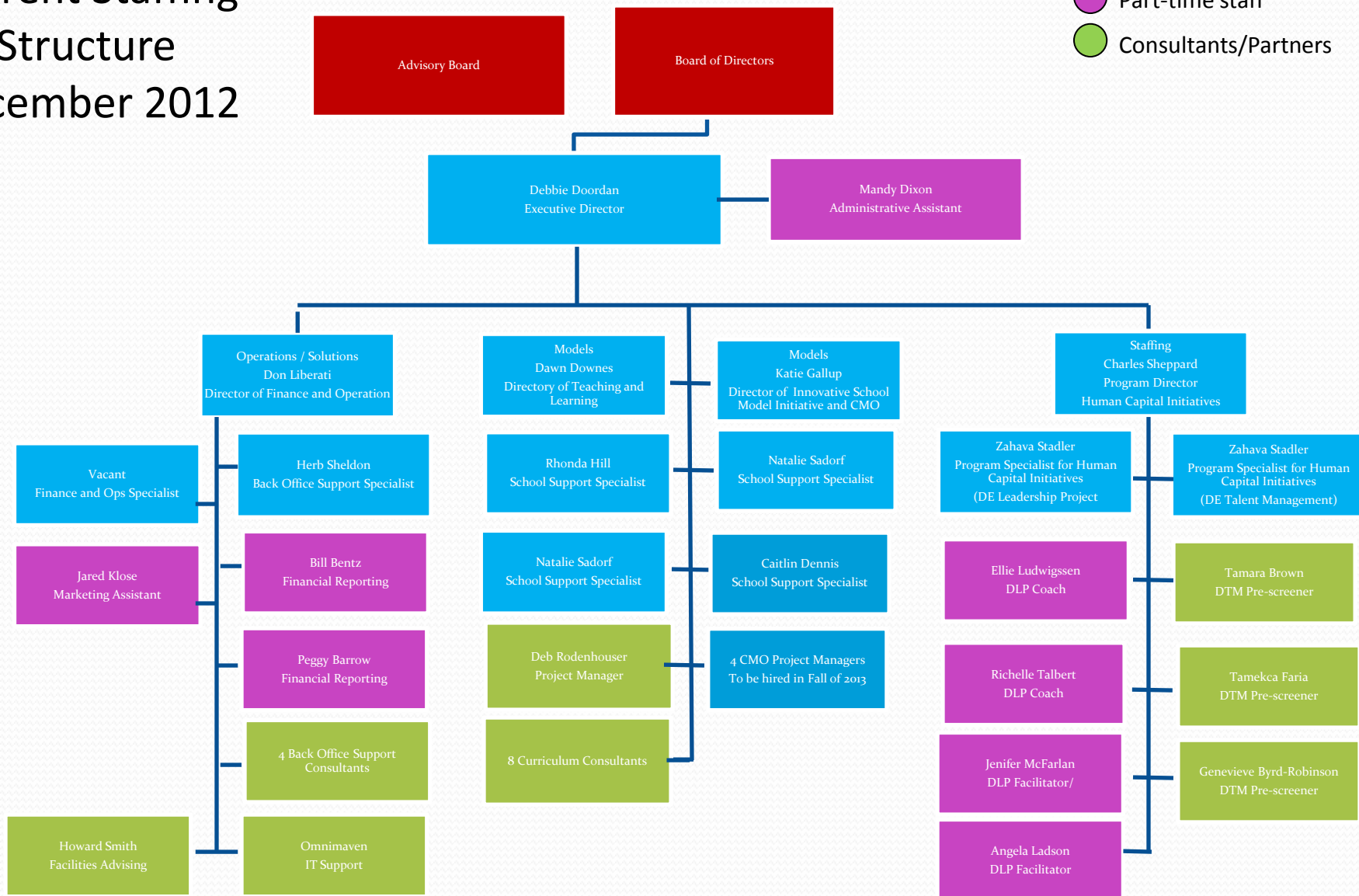
Rating	Description
Exceeds Expectations	Innovative Schools exceeds the expectations of Academia Antonia Alonso by providing an excellent level of service, e.g., producing reports ahead of schedule, anticipating problems and responding immediately to urgent requests, working extraordinarily flexible hours to meet Academia Antonia Alonso's needs, or providing supplementary detail or support "beyond the call of duty". Innovative Schools consistently advances Academia Antonia Alonso's mission.
Satisfactory	Innovative Schools consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare event of failing to meet expectations, Innovative Schools acknowledges the deficiency and takes clear and decisive action to address it.
Needs Improvement	Innovative Schools has occasionally failed to meet Academia Antonia Alonso's expectations, or has made a material error but otherwise has performed satisfactorily. In response to such failure, Innovative Schools is slow to respond or challenges the facts rather than focusing on solving the problem proactively.
Unsatisfactory	Innovative Schools consistently fails to meet Academia Antonia Alonso's expectations, is inflexible when urgent or ad hoc requests are made, does not respond quickly to calls or emails, subverts Academia Antonia Alonso's mission by its actions and behaviors, and does not embody the values of Academia Antonia Alonso.



Charter Management Organization Evaluation Instrument
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Current Staffing Structure December 2012

- Full-time staff
- Part-time staff
- Consultants/Partners



Innovative Schools Leadership Team

Deborah L. Doordan, Ed.D.

Dr. Deborah L. Doordan is Innovative Schools' Executive Director. Since joining the organization in February 2008, her leadership has provided direction through major restructuring; transforming and reframing the organization as the Center for School Innovation, and has poised it to play an intrinsic role in modernizing public education in Delaware.

Debbie professionally dedicated more than 20 years serving public education in the Christina School District. As a teacher, her work in special education helped to move students with disabilities out of isolated special schools and into their age-appropriate home schools. As an urban school principal in Wilmington, Debbie's team significantly raised the academic performance of students at-risk for failure and narrowed the achievement gap among disaggregate student groups. And as a district administrator, her experiences broadened to include extensive work in curriculum and instruction, professional development, and secondary education reform.

Among her many leadership abilities, Debbie's commitment to innovative school reform, dedication to cultivating effective partnerships, and capacity to foster collaborative teamwork have strengthened the organization's potential to promote outstanding student achievement in Delaware by developing excellent schools.

Debbie earned her B.S. in Special Education from Lynchburg College, and her M.Ed, and Ed.D. in Educational Leadership from the University of Delaware.

Dawn Downes, Ed.D.

Dr. Dawn Downes is the Director of Teaching and Learning at Innovative Schools. In addition to earning a doctorate degree in Curriculum and Instruction with a literacy specialization, Dawn holds a Master's degree in administration and has extensive experience within the field of curriculum, instruction, assessment, and professional development.

While working in public schools, Dawn held the position of middle and high school English Language Arts teacher, Coordinating Lead Teacher, and Literacy Instructional Coach. At the University of Delaware, Dawn supported the Delaware Reading and Writing Project as the Program Coordinator for secondary partnership schools and taught undergraduate and graduate courses. Dawn has presented at local, regional, and national conferences, served as an evaluator for the Struggling Readers federal grant and a reviewer for several professional books, and worked on numerous Delaware Department of Education committees, including assessment development and DCAS alignment studies. She has

developed and aligned curriculum for several successful charter school applications as well as customized and implemented the Learning Focused Strategies (LFS) professional development model.

Katherine Gallup, M.S.

Katie Gallup joined Innovative Schools July 2007. In her role as Director of the Innovative School Model Initiative, Katie oversees a number of projects designed to support members of the community with replicating new school models. Projects she oversee include The Innovative School Model Initiative, a competitive grant competition run through a partnership with the United Way of Delaware to provide public schools with up to \$210,000 to replicate new school models, and the Alliance of Model schools, a networking resource for educators replicating deeper learning school models. Most recently, Katie has also been responsible for overseeing and coordinating Innovative Schools' newest business strategy to serve as a Charter Management organization for start-up charter schools in Delaware. Katie also has extensive experience with grant writing and marketing.

Katie holds a Bachelor of Arts Degree in Art History from Gettysburg College and a Master of Science in non-profit administration from Drexel University.

Don Liberati

Don Liberati is the Director of Finance and Operations at Innovative Schools. Don spent nearly 20 years in the private sector in various roles, which focused on creating and executing strategic plans to operate and scale new initiatives and programs, as well as overseeing the day-to-day operations related to Finance, Human Resources, and Talent Management. Most recently, Don served as the Chief of Staff for AMC Theatres, focused on developing the infrastructure to operate a new business line and deploy the concept throughout the United States. He led the efforts of cross-functional working teams to develop standard operating procedures related to service delivery, financial reporting & systems, marketing, human resources, administration, and information technology. Don volunteers regularly at various organizations and is a member of the ReStore Advisory Committee for Habitat for Humanity Philadelphia. Don received a B.S. in Organizational Dynamics from Immaculata University and is currently pursuing the Master of Public Administration at the Fels Institute of Government at the University of Pennsylvania.

Charles W. Sheppard Jr., M.Ed.

Charles joined Innovative Schools in June of 2012 as a Program Director. He has over 17 years of experience in the education field. Charles' last 9 years have been spent as a Principal at two different Elementary Schools within the Appoquinimink School District. Prior to that, he was an Assistant Principal in the Christina School District. A former Teacher of the Year, he taught 5th and 6th grade at Stubbs Elementary School, also in the Christina School District.

Charles is a native of Delaware, but graduated high school at Hamilton High School East in New Jersey. He returned to Delaware to attend college where he has earned a Bachelor's from the University of Delaware and now holds a Masters and Administration Certification from Wilmington University.

Zahava Stadler

Zahava Stadler joined Innovative Schools in September 2011 after graduating from Princeton University with a degree in political science. Her background includes internships in the United States Senate and the National Foundation for Women Legislators. She is passionate about education policy and is glad to be supporting the Innovative Schools team in its Human Capital initiatives.

Dawn M. Downes

Wilmington, Delaware
302.656.4737
ddownes@innovativeschools.org

EDUCATION AND CERTIFICATION

Doctor of Education, Curriculum and Instruction in Literacy, December 2006

Designing Evaluation Tools for the Differentiated Instruction Staff Development Initiative

University of Delaware, Newark, Delaware

Master of Education, School Leadership, December 1999

Wilmington College, Wilmington, Delaware

Bachelor of Arts in English Education, *Cum Laude*, May 1993

University of Delaware, Newark, Delaware

Delaware Teacher of English Continuing License

Effective July 1, 2008 – June 30, 2013

PROFESSIONAL EXPERIENCE

March 2011-
Present

Director of Teaching and Learning

Innovative Schools, Wilmington, Delaware

Research successful and replicable models of comprehensive school design to replicate in Delaware schools. Work with district and school leaders around planning and school redesign for model implementation in existing schools. Develop the academic and educational programs sections for new, renewal, and expansion charter applications. Creatively problem-solve how innovative instructional practices impact school operations. Interface with Delaware Department of Education around innovative elements of instruction in the models. Supervise the professional development, curriculum development and alignment team. Provide professional development to local charter schools.

July 2010-
March 2011

Instructional Support Specialist

Innovative Schools, Wilmington, Delaware

Provided instructional coaching for charter schools around best practices of instruction, specializing in literacy. Contributed to the academic sections of charter applications and collaborated on curriculum development and alignment. Researched innovative school models with proven track records for success.

August 2008-
June 2010

Delaware Reading and Writing Project Program Coordinator

Delaware Center for Teacher Education, University of Delaware, Newark, Delaware

Coordinated professional development literacy initiatives in secondary partnership schools across Delaware. Facilitated school data analysis, planning for instruction, and continued formative and summative assessments. Researched and presented workshops and conducted classroom coaching for reading, English, special education, and content area teachers. Developed special sessions on struggling readers and literacy in urban settings for Delaware's literacy coaches. Collaborated with faculty to provide coaching for University graduate students. Wrote grant applications.

August 2008-
June 2010

Curriculum Specialist

Innovative Schools Development Corporation, Wilmington, Delaware

Designed curriculum scope and sequences and instructional units for English Language Arts and social studies, grades 9-12, and for English Language Arts, math, music, and Spanish, grade 5, for charter school applications to Delaware Department of Education. Conducted standards alignment for all design areas. Provided literacy consulting services to new charter schools through their incubation period and existing charter schools wishing to provide better literacy instruction and interventions.

July 2000 -
Present

Teacher Consultant

Delaware Reading and Writing Project, University of Delaware, Newark, Delaware

Design and present workshops for teachers of grades 4-12 in both public and private school settings on a variety of topics related to reading and writing in English classrooms and across the content areas. Receive consistently high scores on all areas of workshop evaluation.

May 2007-
April 2008

Professional Development Consultant

Penn-Delco School District, Aston, Pennsylvania

Collaborated with district supervisors and secondary school principals to develop a year-long staff development plan to sustain teachers' learning and implementation of differentiated instruction and literacy across the content areas. Customized opportunities to address teachers' learning needs through whole, small group, and individualized sessions.

September 1999-
June 2008

High School English Language Arts Instructional Coach

Christina School District, Newark, Delaware

Researched, designed, and executed staff development including presentations, study groups, demonstration lessons, and individual coaching sessions on a wide range of topics in literacy, differentiated instruction, inclusive practices, and assessment for K-12 administrators and teachers. Developed a remedial reading program for struggling secondary readers. Lead district teams in writing the high school English pacing guide, completing curriculum alignment, and creating common mid-term and final assessments for grades 9-12. Consulted with school leadership teams in data analysis and writing school improvement plans. Contributed to walkthrough protocols and trained district administrators.

September 2000- January 2009	Delaware Student Testing Program (DSTP) Reading Assessment Development Committee <i>Department of Education, Dover, Delaware</i> Identified passages and wrote test questions and rubrics for the 10 th grade DSTP reading and writing statewide assessments. Assisted in the selection of passages and questions to be included on the 10 th grade DSTP reading assessment. Attended benchmarking sessions to anchor rubrics to student work.
February 2002- December 2003	Adjunct Literacy Professor <i>University of Delaware, Newark, Delaware</i> Taught several sections each of Teaching Reading and Writing in the Middle Grades, Reading and Writing in the Content Areas, and Problems of Diagnosis of Struggling Readers.
September 1996 - June 2000	Coordinating Lead Teacher <i>Christina School District, Newark, Delaware</i> Facilitated discussion and decision making for a major grant initiative to develop standards-based school reform in a K-12 vertical alignment. Organized professional development for grant leadership. Composed the district annual report for the Pew Charitable Trusts.
September 1996 - June 1999	Lead Teacher <i>Glasgow High School, Christina School District, Newark, Delaware</i> Advocated systemic standards-based school reform in support of the district grant. Conducted teacher training. Facilitated peer visitations and coaching.
November 1994 - June 1999	English Teacher <i>Glasgow High School, Christina School District, Newark, Delaware</i> Planned and implemented a progressive and integrated language arts program for regular and special needs students in grades 9-11. Worked with colleagues on an innovative interdisciplinary team with a scientific focus.
September 1993 - June 1994	English Teacher <i>George Read Middle School, Christina School District, Newark, Delaware</i> Planned and implemented Writer's Workshop as part of a comprehensive writing program for 8 th graders. Contributed to and supported cross curricular team projects.

PROFESSIONAL HIGHLIGHTS

October 2012	Presenter at the Statewide Vision 2015 Conference on 21st Century Teaching and Learning Newark, Delaware
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August 2012	Thomas A. Edison Charter School Renewal Charter Application, Lead Writer & Project Manager Approved by the Delaware Board of Education
May 2012	Academia Antonia Alonso New Charter School Application, Lead Writer, Curriculum Developer Approved by the Delaware Board of Education
May 2012	Early College High School New Charter School Application, Lead Writer, Curriculum Developer Approved by the Delaware Board of Education
October 2011	Academy of Dover Renewal Charter Application, Lead Writer, Curriculum Developer Approved by the Delaware Board of Education
April 2010	Delaware Academy of Public Safety and Security New Charter School Application, Lead Writer, Curriculum Developer Approved by the Delaware Board of Education
April 2010	Odyssey Charter School Expansion Charter School Application, Lead Writer, Curriculum Developer Approved by the Delaware Board of Education
November 2008	Presenter at the National Writing Project's Fall Conference <i>San Antonio, Texas</i>
September 2007 - May 2008	Consultant Training in Professional Learning Communities <i>Christina School District, Newark, Delaware</i>
January 2005 - May 2006	Consultant Training in Differentiated Instruction <i>Christina School District, Newark, Delaware</i> <i>Delaware Department of Education, Dover, Delaware</i>
March 2005 - May 2005	Co-Writer for the Success for Struggling Secondary Readers Part II (IMPACT): Motivation Module <i>Delaware Department of Education, Dover, Delaware</i>
March 2005	Consultant Training in LETRS – Modules 10, 11, 12 (Adolescent Literacy) <i>Delaware Department of Education, Dover, Delaware</i>
September 2004	Consultant Training in Success for Struggling Secondary Readers <i>Delaware Department of Education, Dover, Delaware</i>
July 2004	National Project CRISS Certification Training <i>Kalispell, Montana</i>

July 2004	Consultant Training in <i>Understanding by Design</i> with Grant Wiggins <i>Delaware Department of Education, Dover, Delaware</i>
May 2002	Induction into the Delaware Chapter of <i>Phi Delta Kappa International</i> <i>Dover, Delaware</i>
November 2001	Presenter at the National Council of Teachers of English Fall Conference <i>Baltimore, Maryland</i>
August 2001	Presenter at the Summer Conference on the Teaching of English <i>Delaware Association of Teachers of English, Dover, Delaware</i>
May 2001	Superstars in Education Winner for Program Development <i>Wilmington, Delaware</i>
October 2000	Presenter at the Diamond State Reading Association Conference <i>Dover, Delaware</i>
March 2000	Presenter at the Conference on the Teaching of Writing <i>Delaware Writing Project, University of Delaware, Newark, Delaware</i>
August 1998	Executive Committee to Write High School Performance Indicators for English Language Arts <i>Delaware Department of Education, Dover, Delaware</i>

Katherine C. Gallup, MS

November 24, 2012

847 North Uber Street
Philadelphia, PA 19130
570-956-4358
kgallup03@yahoo.com

PROFESSIONAL EXPERIENCE

Director, Innovative School Model Initiative, Innovative Schools

7/2007 – Present

(Hired as Grant Writer in 2007, Promoted to Marketing and Development Specialist in July 2008, Promoted to Director of Marketing and Development in July 2010, Promoted to Director, Innovative School Model Initiative in June 2012)

Establish and build relationships with Delaware press outlets to ensure positive image for Innovative Schools' programs and increase awareness of the organization's goals toward public education reform. Write press releases and coordinate interviews with reporters for Innovative Schools' staff and schools we support. Manage crisis communications including advising Executive Director on strategy, interacting with press, developing and disseminating communications to Innovative Schools' Board, staff, and clients to minimize negative impact.

Launch a new grant competition, The Innovative School Model Initiative, to support 25 Delaware public schools with multi-year gifts of up to \$210,000 to cover the costs of replicating new school designs between 2012 and 2016. Recruit grant committee consisting of Delaware stakeholders and experts from across the country on new school models to evaluate applications. Establish working partnership with United Way of Delaware to manage fund and increase investment from Delawareans to \$4 million dollars by 2016.

Oversee and coordinate Innovative Schools' newest business strategy to serve as a Charter Management Organization (CMO) for start-up charter schools. Serve as Project Manager for two newly approved charter schools to ensure a successful launch in September 2013. Coordinate efforts of Academic, Finance and Facility, Marketing, and Personnel Committees of each school's Board. Work directly with each school's Board Chair to ensure progress on key start-up deliverables with the Delaware Department of Education. Oversee brand development and fundraising strategy for both schools. Develop content for website, brochures, and press releases. Coordinate parent information sessions to increase awareness of schools and secure applications for enrollment. Write and submit grant applications on each school's behalf to cover planning year expenses.

Coordinate the Alliance of Model Schools, a networking resource for Delaware public school's replicating 21st century school designs, and expand membership to 25 schools by 2016. Organize learning walks, professional learning communities, business partnership networking events, career fair, and more for the eight current member schools to facilitate best practice sharing and strengthen implementation.

Contribute to the development of new charter applications. Write sections related to Governance Structure, Charter Management Organization, Feasibility Study, Marketing and Student Recruitment, and Fundraising.

Supervise two School Support Specialists who support the work listed above.

Work with Operations Manager to develop contracts and monitor budgets related to the Innovative School Model Initiative and CMO work.

Grant Writer, The Wilma Theater

07/2006-07/2007

(Hired as a part-time employee in July 2006, promoted to a full-time employee in October 2006)

Developed proposals for over 50 foundation, corporation, and government sources, seeking support for the theater's general operating expenses, artistic projects, and educational programs

Collaborated with the Managing Director, Development Director, Artistic Directors, Dramaturg/Literary Manager, and Education Director to produce documents requested by the various funding sources

Generated boilerplates for future applications

Researched potential foundation and corporate giving sources using Foundation Search and Big Online to expand the theater's contributed income base

Archivist, The Historical Society of Pennsylvania

04/2003-06/2006

Processed 12 "Documentary Family" manuscript collections, totaling over 550 linear feet of records

Authored 12 on-line finding aids to increase access and usability of the collections for researchers

Described potential impact to 30+ potential donors brought on "behind-the-scenes" tours

Organized two day staff retreat and one day board retreat as a member of the Retreat Planning Committee

SKILLS

Strategic Planning, Project Management, Grant Writing, Public Relations, Research, Microsoft Office Suite, QuarkXPress, Microsoft Publisher, Constant Contact, Facebook, LinkedIn, Survey Monkey, Adobe Photoshop

EDUCATION

Drexel University, Philadelphia, PA

Master of Science – Arts Administration

Gettysburg College, Gettysburg, PA

Bachelor of Arts – Art History/History Minor

Magna Cum Laude, Phi Beta Kappa

DONALD E. LIBERATI

Ridley Park, PA 19078 | C: (610) 909-6297 | donlibjr@me.com | <http://www.linkedin.com/in/donliberati>

SUMMARY Accomplished leader with an exemplary track record of achievement and success in driving organizational performance through building strong coalitions and collaborating with a diverse group of stakeholders. Highly credible individual with a demonstrated ability to influence and motivate partners at all levels of the organization to gain consensus and effect change. Energetic and thoughtful decision maker known for the ability to apply an understanding of business, economic, and cultural factors. Exceptional capacity to empower, motivate, and develop teams and employees who are successful in achieving the mission. Selected twice to fill newly created positions based on a track record of initiative, good judgment, flexibility, and the ability to assimilate quickly.

SKILLS	STRATEGIC PLANNING	BUSINESS OPERATIONS	HUMAN RESOURCE MANAGEMENT
	FINANCIAL REPORTING	CROSS FUNCTIONAL TEAM MANAGEMENT	ADMINISTRATIVE SYSTEMS
	TECHNOLOGY / IT	STAFF TRAINING & DEVELOPMENT	CUSTOMER SERVICE MANAGEMENT
	PROJECT MANAGEMENT	CAPACITY BUILDING	COMMUNICATION STRATEGY

EXECUTIVE PROFILE

EDUCATION

MASTER OF PUBLIC ADMINISTRATION
FELS INSTITUTE OF GOVERNMENT
UNIVERSITY OF PENNSYLVANIA
GRADUATION : MAY 2014

B.S. ORGANIZATIONAL DYNAMICS
IMMACULATA UNIVERSITY

COMMUNITY EXPERIENCE

BROAD STREET MINISTRY
BUSINESS VOLUNTEERS FOR THE ARTS
HABITAT FOR HUMANITY
PA EMENTORING
UNITED WAY

PROFESSIONAL ASSOCIATIONS

ASSOCIATION FOR STRATEGIC PLANNING
(ASP)
NET IMPACT (NI)
SOCIETY FOR HUMAN RESOURCE
MANAGEMENT (SHRM)

PROFESSIONAL EXPERIENCE

Innovative Schools, Wilmington, DE

10/2012-Present

Director of Operations & Finance

Lead the financial and human resources initiatives for the organization. Oversee all aspects of financial reporting including the various administrative, business planning, accounting, and budgeting efforts of the organization. In regards to human resources, manage the performance management systems, benefits and compensation administration, as well as employee development and relations. Focus on the long-term financial and strategic planning for the organization.

AMC Entertainment, Inc., Kansas City, MO

11/1991-04/2011

2.5 billion dollar national movie theatre chain with over 18,000 associates.

Chief of Staff / Director, Dine-In Theatres (2/2010-4/2011)

As the Chief of Staff to the EVP and SVP of US Operations, had direct responsibility for 18 member team to ensure all objectives and deadlines were met. In addition, represented the executive team on high-profile projects and coordinated all communications from the team. Selected to provide operational oversight for a new business line with-in AMC. Concept involved building movie theatres with full service restaurants. Selected accomplishments included:

- As a member of the Dine-In Theatre Executive Steering Committee, created a three year strategic plan for the nationwide expansion of the concept.
- Led the efforts of the cross-functional working teams to develop standard operating procedures related to guest execution, financial reporting & systems, marketing, human resources, administration, and information technology.
- Oversaw the preparation and execution of the annual financial and operating plans as well as managed the quarterly review for the operating theatres that included reconciling the results vs. budget, and determining the deployment strategy for new initiatives.
- Worked with various stakeholders to change maintenance procedures that resulted in a \$2M annual savings while keeping the outcomes produced by the program intact.
- Voluntarily left position to return to hometown of Philadelphia.

Director of Operations (2/2006-1/2010)

As the youngest manager in AMC's company history to serve as Director of Operations, responsibilities included full accountability for portfolio of 33 geographically dispersed theatres, 32 direct reports, 1900 indirect reports, and \$250M in annual revenues. Primary responsibilities included Guest Service Results, Talent Management, and Profitability. Selected accomplishments included:

- Talent Management liaison for the West Division. Represented the Operations team on all talent management initiatives, including theatre structure and compensation models, payroll budgeting, performance evaluation updates, and HR market meetings.
- Developed and executed a capacity-building plan in preparation for the acquisition of a theatre chain that increased the size of the organization by 33%.
- Oversaw a wide variety of strategic-planning and project-management assignments, including many inter-departmental teams to accomplish the following objectives: develop protocols to handle guest issues, improve food & beverage sales tactics, and increase loyalty program membership.

Director, Operations Excellence (5/2005-1/2006)

Monitored, assessed, and analyzed guest feedback scores for each of the companies 220 theatres. Completed case studies on high-performing theatres to determine best practices. Selected accomplishments included:

- Collaborated with individual theatre General Managers to implement best practices to improve service delivery.
- Utilized guest feedback to measure the impact and effectiveness of policies and programs.

General Manager (2000-2005)

Full accountability for theatre results, including guest experience and fiscal responsibility. Additional responsibilities included monitoring and improving guest relations along with the hiring, training, and development of staff.

- Awarded the *Stanley H. Durwood General Manager of the Year* award in: 2003, 2004 and 2005.
- Served at the Market Recruiter in: 2003, 2004, 2005. Led the recruiting efforts for 100 management-level positions in the Phoenix and Los Angeles markets.

Senior Manager, Manager, Staff Supervisor (1991-2000)

Initially hired as Staff Supervisor; quickly produced outstanding results through drive and determination, which resulted in continued promotions and increased responsibility and visibility within the organization.

Charles W. Sheppard Jr.

21 Palmer Dr
Middletown, DE 19709
Home Phone (302) 449-2263

OBJECTIVE: To obtain an educational leadership position at a district office level or similar.

QUALIFICATIONS

Positive experiences throughout my administrative career make me a strong candidate for a district level or similar educational leadership position.

EDUCATION

1998-1999	Administrative Certificate, Wilmington College
1993-1995	Masters of Elementary Education, Wilmington College
1987-1992	Bachelor of Arts, University Of Delaware

EMPLOYMENT

2012-Present Program Director, Human Capital Initiatives, Innovative Schools

- Lead the Delaware Leadership Project, a Principal preparation program and Delaware's only approved alternate route to certification program.
- Oversee Delaware Talent Management, a set of fundamental services that support effective school-level hiring practices and provide guidance on the management techniques that lead to better retention and student outcomes.

2004-2012 Principal, Appoquinimink School District

- Lead administrator for Brick Mill Elementary School and later Townsend Elementary School which included the Townsend Early Childhood Center. Students ranged in grade from Pre K to Grade 5.

2000-2004 Administrative Intern/Assistant Principal, Christina School District

- Assisted the Principal in the daily operation and instructional programs at Bayard Intermediate School. Bayard Intermediate housed students from Pre K to Grade 6.

1995-2000 Teacher/Lead Teacher, Christina School District

- 5th and 6th Grade Teacher Experiences (Inclusion Partner and General Ed)
- Lead Teacher for Afterschool and Summer School Programs that worked with students from ranging from Kindergarten through Grade 6.

RELATED

Former Teacher of the Year (Frederick Douglass Stubbs Elementary)
National Distinguished Principal Nominee
Past President of the Delaware Elementary School Principal's Association (DESPA)

REFERENCES

Available upon request

OTHER RELEVANT INFORMATION

- Positions with Delaware Elementary School Principal Association (DESPA) include County Representative, Treasurer, President Elect, President, and Past President.
- As DESPA President, I worked with Delaware Association of Secondary School Principals (DASSP) to combine the two organizations. The new group now operates as the Delaware Association of School Principals (DASP)
- Board Member for Delaware Association of School Administrators (DASA)
- Met with Delaware Congressional Members on multiple occasions as part of the National Leaders Conference in Washington DC
- Criminal Justice Undergraduate Degree helps with understanding of School Legal Issues.
- Accounting background and prior work with an accountant help with budgeting and related financial matters.
- Helped facilitate Appoquinimink Administrative Retreat based on book "Whole New Mind" by Dan Pink.
- Led district wide implementation of NWEA's MAP test.
- Led bringing Professional Learning Communities (PLC's) to Elementary Schools
- Presenter for Inclusive Schools Conference at Rider College
- Have created numerous schedules incorporating different educational initiatives at both the building and district level.
- Worked with Shuhan Wang to build a foreign language program at Bayard using a FLAP Grant.
- Developed and implemented student recognition programs in all buildings.
- Member of the district mentoring program.
- Served on the Board for the Computers in Education Foundation.
- Attended numerous National Association of Elementary School Principal (NAESP) conventions to network with colleagues from around the world.
- District Level Committees/Teams:
 - Contract Negotiations
 - Parent Business Advisory Council
 - Diversity Committee
 - Skill Builder Classroom Team
 - Redistricting Committee
 - Original Vision 2015 Team
 - Co-Chair District Report Card Committee (Christina)
- Prior Teacher Level Committees/Teams:
 - Chaired School Improvement Team
 - Technology Chair
 - START Team
 - Afterschool Teacher
 - Social Studies Curriculum Development
- Strong technology skills that have served me well in the classroom and as an administrator.
- Continue to grow professional by attending off site and in house trainings. These include, but aren't limited to Learning Focused Strategies (LFS), Professional Learning Communities (PLC's), 6 Traits Writing, The Writing Academy, Assessment for Learning, and The Love and Logic Institute
- Exposure to deeper learning school models from Big Picture, New Tech, Expeditionary Learning, and Early College.
- Work with Charter School Management, specifically the writing of school charter applications.
- Trained in Facilitation and Coaching by New York City Leadership Academy

ZAHAVA STADLER

Email Address: zahava.stadler@gmail.com

Phone: 215 873 1269

Mailing Address: 4045 Baltimore Ave., Apt. A9, Philadelphia, PA 19104

EDUCATION

Princeton University, Princeton, NJ

June 2011

Major: Politics

GPA: 3.62

Graduated cum laude

Senior thesis topic: Drug treatment courts and questions of justice in sentencing

Scholarships: 2006 NJ Star Ledger Scholarship; 2006 Kukin Society Fellowship

FULL-TIME EXPERIENCE

Innovative Schools, Wilmington, DE

Sep. 2011-Present

Program Specialist for Human Capital Initiatives (Jun. 2012-Present)

Administrative Assistant for Human Capital Initiatives (Sept. 2011-May 2012)

- Serving as Program Coordinator and primary client point of contact for Delaware Talent Management, a school-level human capital management program focusing on the improvement of instructional culture and the recruitment, selection, development, and retention of teacher talent
- Providing operational and curriculum support and taking part in strategic planning for the Delaware Leadership Project, an experiential and action-based training program that is Delaware's first and only alternate route to principal certification
- Leading the Personnel Committees of two new charter schools during their planning years, spearheading principal and teacher recruitment and hiring
- Assisting in the writing and editing of four charter school applications to the Delaware Department of Education
- Recruiting, interviewing, and hiring of new team members
- Additional support with organizational communications and marketing

PART-TIME AND INTERNSHIP EXPERIENCE

Manuscript Editor

Shalem Center, Jerusalem

Aug.-Sep. 2012

Hebrew Union College, New York, NY

Aug. 2008-Aug. 2010

- Revised two book manuscripts: one co-written by two contemporary scholars: Dr. David Ellenson, President of Hebrew Union College, and Dr. Daniel Gordis of the Shalem Center in Jerusalem (published in March 2012); and one written by Dr. Gordis alone (published in August 2012)
- Edited for content, strength of argument, cohesiveness, structure, style, and grammar
- Selected by former supervisor from unpaid internship for salaried position

Communications Intern, NJ Democratic State Committee, Trenton, NJ

Jun.-Aug. 2010

- Composed press releases, issue letters to Committee members and activists, and fund-raising letters to past and prospective donors
- Researched legislative issues and political events for Committee staff
- Developed writing and communications skills; worked under frequent deadline pressure

Intern, National Foundation for Women Legislators, Washington, D.C.

Jul.-Aug. 2009

- Provided policy research on issues relevant to state legislators, including healthcare and veterans' affairs, and specifically post-deployment mental health
- Aided in organizing annual policy conference for hundreds of female legislators, which included lectures by issue experts, legislative workshops, and policy roundtables

- Built understanding of the workings of state legislatures
- Policy Intern, Office of Senator Frank Lautenberg***, Washington, D.C. Jun.-Jul. 2009
- Researched in the areas of social and healthcare policy under senior aide to the Senator
 - Supported Senator's staff in constituent relations by writing letters and speaking to constituents on Senator's behalf
 - Strengthened writing and research skills; improved knowledge of federal government
- Publications Intern, Shalem Center***, Jerusalem Jun.-Aug. 2008
- Provided research assistance in politics and history for senior fellow of a Middle East think tank focused on foreign and security policy and education policy
 - Edited manuscript for vice-president of Shalem Center (published in March 2009)
- High-School Program Instructor, Rimom Center***, East Windsor, NJ Feb. 2008- Jan. 2010
- Founding instructor of program in Judaic studies for students ages 14-18
 - Developed curriculum and taught pupils with a variety of religious education backgrounds

RESEARCH EXPERIENCE

- Undergraduate senior thesis on drug treatment courts in America, their relationship to more conventional parts of the justice system, and the question of whether justice is sacrificed in these courts' problem-solving approach to drug crime
- Undergraduate independent work on voter turnout in presidential primaries. Finding, based on state-by-state voter turnout data expressed as a percentage of the voting-eligible population: voter turnout is not related to the importance of a primary election in determining the presidential nominations, nor is voter turnout at the primary stage related to turnout for the general election.
- Undergraduate independent work comparing the right of free speech in the United States and the Netherlands, and in the European Union more broadly

VOLUNTEER AND COMMUNITY ACTIVITIES

- OCP Women's Learning Fellowship***, Post-Graduate Advisor May 2012-Present
- Mentor to two female undergraduate scholars in a program geared towards strengthening a culture of women's study within a University of Pennsylvania religious community
- Community-Led Study Group***, Organizer June-Aug. 2012
- Founded and coordinated a weekly religious study group for a community of University of Pennsylvania students and young professionals during summer break
 - Researched, prepared, and taught classes to members of the university community
- Yavneh House of Princeton***, President Jan. 2009-Jan. 2010
- Leader of a student-run campus religious community
 - Manager of 8-person student board and board representative to rest of student group; coordinated with other religious groups to form an integrated wider religious community
- American/Arab Students' Conference***, Organizer Sept. 2008-Apr. 2008
- Spearheaded unprecedented effort to bring students from the Arab world to Princeton University for a four-day encounter with fifteen Princeton students
 - Directed nine-person fund-raising committee and coordinated U.S. logistics
 - Liaised with university officials to raise funds and gather support

SKILLS

- Proficient in Microsoft Word, Powerpoint, and Excel
- Can speak conversational Hebrew and basic Russian

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Summary of Duties and Experiences as Executive Director – Innovative Schools

Innovative Schools is a non-profit organization with a mission to empower educators and communities to adopt modern school models proven to inspire passionate teaching and learning.

Responsible for interpreting, advancing, and sustaining the mission of Innovative Schools through community outreach and engagement, program development, and sound fiscal management.

Leadership - Assure that the organization has a long range strategy to achieve its mission in a way that benefits the educational community it was established to serve. Provide leadership in developing and monitoring organizational, program, and financial goals. Communicate those goals and important factors influencing the condition of the organization to both the Board of Directors and staff. Carry out the plans and policies authorized by the Board by managing the day-to-day operations of the organization. Establish sound working relationships and cooperative arrangements with Innovative Schools' constituents, educational consultants, community groups and local organizations. Promote active and broad participation by volunteers in all areas of the organization's work.

Development - Continuously monitor Delaware's education and general business climate as well as national trends in education to explore new business opportunities and develop programs that are consistent with larger educational reform efforts. Support and promote the organization's marketing program by communicating Innovative Schools' activities, programs and goals to Delaware schools, other educational support agencies, the philanthropic community, and the general public.

Finance - Develop and maintain sound financial practices and ensure that adequate funds are available to meet operating requirements. Prepare an annual budget in coordination with staff, the Finance Committee, and the Board of Directors and ensure the organization operates within the budget guidelines. Maintain official records and documents, and ensure compliance with federal, state, and local regulations.

Summary of Duties and Experiences as School Administrator – School and District Level

Leadership - Leadership experience that demonstrates skills in communication, human relations, curriculum implementation, staff development, management and organization. Experience as a building administrator in both urban (Reading First) and suburban schools and district office experience during a time of transition and reform.

Curriculum and Instruction – Implementation and oversight of Gifted and Talented Program, Instructional Coaches, Literacy Coaches, Differentiated Instruction, Inclusive Practices, Early Childhood, Curriculum Access, Special Education and Core Instructional Programs. Support for curriculum alignment across all content areas. Demonstrated ability to raise reading scores of low-income, special education and Hispanic students.

School Reform - Involved in school reform efforts including Advanced Placement Initiative, Small Learning Communities, Block Scheduling, Advancement Via Individual Determination (AVID), High School Course Book Alignment, Secondary Literacy, Professional Learning

Communities, Distributed Leadership, Inclusive Practices, Charter School Application Review, Response to Intervention, Cultural Competency, School Improvement Plan Review and Support, School Restructuring, Strategic Planning, Non-Traditional High School and Distance Learning.

Training and Development –Development and implementation of district-wide professional development model to address the knowledge, skills and dispositions of new and tenured teachers, school leaders, district staff, aspiring leaders, school support staff and district succession planning. Set and monitored expectations for data-driven professional development planning aligned with school improvement initiatives at the building and district level. Responsible for development, monitoring and accountability of training and development at all levels of the organization. Provided oversight for the New Teacher Mentoring Program.

Program Management – Provide leadership and oversight for project charters (Accelerated, Advanced, Alternative Learning and Education Options) and web-based professional development management system. Planned and executed Education Expo to showcase school district. District liaison for partnership with Metropolitan Wilmington Urban League Achievement Matters!

Finance - Write and oversee state and federal grants and budgets. Responsible for general and special education unit funding and staffing allocations.

CERTIFICATION

State of Delaware:

- School Leader II
- School Leader I
- Teacher of Exceptional Children

EDUCATION

May 2008	Ed. D., Educational Leadership - Curriculum and Instruction, University of Delaware
May 1995	Administrative Certification, Wilmington University
May 1991	Masters of Instruction, University of Delaware
May 1983	Bachelor of Arts, Lynchburg College

EMPLOYMENT

2008 – Present	Executive Director, Non-profit Education Support Organization Innovative Schools Development Corporation, Wilmington, DE
2006 – 2008	Supervisor, Professional Development, Talent Development Program Christina School District, Wilmington, DE
2005 – 2006	Supervisor, Special Education Services, Early Childhood Programs, Talent Development Program Christina School District, Wilmington, DE
2004 – 2005	Project Facilitator, Christina School District, Wilmington, DE <ul style="list-style-type: none">○ Accelerated, Advanced & Alternative Learning Project Charter, Sarah Pyle Academy Non-Traditional High School, Small Learning Communities○ Expanding Education Options Project Charter
1999 – 2004	Principal, Thomas F. Bayard School Christina School District, Wilmington, DE
1995 – 1999	Assistant Principal, Henry M. Brader Elementary School Christina School District, Newark, DE
1994 – 1995	Administrative Intern, Casimir Pulaski Intermediate School Christina School District, Wilmington, DE
1993 – 1997	Teacher, Casimir Pulaski Intermediate School Christina School District, Wilmington, DE
1988 – 1993	Teacher, Downes Elementary School

1983 – 1988	Christina School District, Newark, DE Teacher, Douglass Special School
1983 – 1984	Christina School District, Wilmington, DE Adult Education Instructor Delaware Elwyn Institute, Wilmington, DE