

MINNEAPOLIS DISTRICT-CHARTER COLLABORATION COMPACT

(12/6/10)

Signatories Committed to Date:

As of November 19, 2010, the following organizations and individuals have committed to signing the Minneapolis District Charter Collaboration Compact:

Minneapolis Public Schools (Superintendent Bernadeia Johnson)
Harvest Preparatory (Eric Mahmoud)
Higher Ground Academy (Bill Wilson)
Minneapolis College Prep (two schools) (Russell Mosley; Pablo Sierra, Noble Pritzker)
Minnesota School of Science (Murat Ergen; Salim Ucan, Concept Schools)
Southside Family Academy (Eliza Goodwin)
TiZA (Asad Zaman, Wendy Swanson-Choi)
Minneapolis Mayor R.T. Rybak
Minneapolis Foundation (CEO Sandy Vargas) (Compact Convener)
Nonprofits Assistance Fund (Executive Director Kate Barr)
AchieveMpls (CEO Pam Costain)
Charter School Partners (Executive Director Al Fan)
Center for School Change (Director Joe Nathan)
Northside Achievement Zone (CEO Sondra Samuels)
Students Today Leaders Forever (Executive Director Josh Reimnitz)
Former Minneapolis Mayor Don Fraser

**The charter schools represented here are high-performing (based on an analysis of 2010 state test data) schools serving large numbers of low-income Minneapolis children or are newly MPS-authorized Minneapolis replications of high-performing charter networks. Other potential Compact signatories not listed here are currently awaiting the approval of their boards or require additional decision-making time.*

Minneapolis Compact

This Minneapolis District/Charter Collaboration Compact (the “Compact”) commits district and public charter leaders in Minneapolis to improve the ways they will work together and influence each other for the benefit of all students in the city, and to ensure that all children have access to high-quality public schools. The commitments in this Compact include and build upon current work by Minneapolis Public Schools (MPS), charter school leaders, and local civic leaders, as well as statewide efforts over the past twenty years to create and improve Minnesota’s pioneering charter law.

Context: The Minneapolis Achievement Crisis

Minneapolis continues to have among the nation’s widest gaps and lowest levels of achievement for children of color, English language learners, and children living in poverty, according to recent National Assessment of Educational Progress (NAEP) and state test

results. Minnesota's black and Latino students results were among the nation's lowest on the 2009 NAEP reading exam, with the largest 4th-grade black-white gap of any state. On state reading and math tests, nearly 50 percentage points separate Minneapolis district black and Latino children from their white peers. As a whole, the city's 36 operating charter schools—serving over 20% of public K-12 students citywide—post similar results. Unlike many other states, Minnesota's charter schools have not yet been recognized nationally for achieving stellar performance with Latino or non-immigrant black children, for example.

Nevertheless, there are many signs of progress. MPS is beginning to realize significant improvement in key areas, including 10th grade reading performance, graduation rates, and college prep course-taking. Over the past year, consistent with its 2007-2012 Strategic Plan, MPS has rapidly implemented its new schools strategy by creating a high-capacity Office of New Schools, winning charter authorizer status from the State of Minnesota (the only district authorizer), and approving four new autonomous schools (three charter replications of high-performing networks and the state's first "self-governed" school).

In addition, a cadre of high-achieving charter schools serving Minneapolis children is emerging, including Harvest Preparatory, Higher Ground, TiZA, and others. As part of the Minneapolis District-Charter Collaboration Compact, MPS is joining forces with these high-achieving charter schools, the approved network replication schools, Minneapolis Mayor R.T. Rybak, the Minneapolis Foundation, and other respected civic and education leaders to transform education in Minneapolis by dramatically accelerating the achievement of all Minneapolis children.

Overall Compact Goals

- Dramatically accelerate the achievement of all Minneapolis children in math, science, and reading, with a special emphasis on K-3 literacy
- Dramatically improve 4-year high school graduation and college completion rates
- Dramatically accelerate college readiness through increasing participation and success in advanced coursework such as AP, IB, Post Secondary Enrollment Options (PSEO), and College in the Schools (CIS).

Specific Compact Objectives

- I. Build an Education Leader Talent Incubator that will systematically identify, recruit, train, and support great school leaders, including mid-level leaders, for both the public charter and district school sectors. The Incubator will also generate, harvest and share proven practices of high-performing schools locally and around the nation with all public schools serving Minneapolis children.

- II. Build a “Minneapolis Achievement Fund” to remove financial barriers to the success, expansion and replication of high performing public charter schools serving Minneapolis children.

I. General Compact Terms

Joint Commitments

The Compact signatories agree that they have a collective obligation to ensure that *all* students in the city graduate from high school prepared to succeed in college, work, and life. The children living within Minneapolis do not belong to a particular district school or to a particular charter school – we all have a responsibility to provide all children a great public school.

The Compact signatories accept a mutual obligation to pursue accountability across all schools in the city, including by working to close, reconstitute, or by other means immediately address persistently low-performing schools, whether district or charter.

The Compact signatories agree to participate in an annual policy meeting to conduct collaborative discussions regarding legislation of mutual interest to high performing schools regardless of type, to facilitate information sharing and deeper understanding of various legislative priorities, whether or not areas of agreement are possible. Specific areas of discussion will include work toward strengthening Minnesota law to encourage district-charter collaboration, work toward the equitable distribution of resources for public schools regardless of type, and work toward ensuring that high performing public schools, regardless of type, are not disproportionately harmed because of Minnesota’s fiscal challenges (e.g., state holdback). *The Compact signatories understand that the governing boards of each Compact signatory must determine its specific legislative agenda.*

The Compact signatories embrace and will act enthusiastically to help the most effective schools expand and replicate, whether those schools are district or charter schools, in order to extend quality offerings to larger numbers of students.

Commitment from MPS Superintendent

Support the success of high performing or high potential charter schools in Minneapolis by:

Making available, where possible, the benefits of school district expertise and economies of scale and facilities, at the option of public charter schools (e.g., contracts for purchasing supplies, products and services), to increase their efficiency and effectiveness

- Actively share demonstrated MPS best practices with all public charter schools to scale up what works and build capacity of public charter schools, where appropriate.

- Support the cross-departmental work already underway within MPS led by the MPS Office of New Schools to identify innovative ways of making MPS services available, including transportation, special education, professional development, and other areas to achieve economies of scale in implementation of the Compact to the greatest extent possible, with at least one specific MPS service to be newly offered for purchase by charters by July 2011 and at least two more by July 2012.
- Continue to provide MPS facilities for high performing and high potential public charter schools (with preference for district-authorized schools), subject to availability.
- Led by the Office of New Schools, continue to identify and remove any obstacles and barriers that hinder the success of high performing and highly promising Minneapolis public charter schools or that thwart their expansion and replication.
- Continue to serve as an active and ongoing authorizer of high performing and high potential Minneapolis public charter schools, upholding the National Association of Charter School Authorizers' (NACSA) Principles and Standards of Quality Charter School Authorizing.
- Protect the autonomies of public charter schools and honoring state public charter school statutes, including public charter school principles of independent governance, operations and open enrollment.

Commitment from Charter School Leaders

Support the success of Minneapolis Public Schools and fulfill their roles as laboratories for innovation and as providers of high-quality education options in Minneapolis by:

- Serving all types of students in the city, including redoubling efforts to recruit, serve and retain students in the following categories:
 - Students requiring special education services
 - Students who are English Language Learners
 - Students in other underserved and at-risk populations
- Communicate and collaborate with MPS to coordinate recruitment and retention strategies

While responding to parent demand, also working with the district to locate new schools in highest-need areas, and connected to MPS feeder patterns

- Communicate and collaborate with MPS to coordinate location of schools in highest-need areas

Ensuring transparency regarding student mobility and achievement, particularly K-3 literacy acquisition and college readiness, including publicly tracking and reporting these data through participation in data interfaces that make such data easier to access than the current Minnesota Department of Education site provides

- Participate in a data interface, building on the Minnesota Department of Education school report card site, that makes data easier to access and understand,

Operating and positioning public charter schools as partners in the city-wide effort to provide an excellent education for all students, and fostering a cooperative and collaborative relationship between Minneapolis Public Schools and public charter schools

- Collaboratively promote and participate in the sharing of proven practices, including a web-based forum and the Accelerated Learning Summit.

Actively sharing demonstrated best practices, and participating in communities of practice with the Minneapolis Public Schools to scale up what works and build capacity of public district schools, where appropriate

- Collaboratively promote and participate in school leadership training and exchange facilitated through a Minneapolis talent incubator
- Participate actively in the Compact activities in this agreement.

II. Specific Minneapolis Compact Objectives

- A) Develop and establish a new **Minneapolis Talent Incubator** that will systematically identify, recruit, train, and support great school leaders, including mid-level leaders, for both the public charter and district school sectors. The Incubator will also generate, harvest and share proven practices of high-performing schools locally and around the nation with all public schools serving Minneapolis children. The Talent Incubator will be led by governance that includes representation from the district, the high performance charter sector, and civic leadership.

Minneapolis Talent Incubator

- A powerful means of recruiting the strongest potential school leaders from across the nation, region, state and other professions in order to create, expand, replicate or transform Minneapolis charter and district schools
- An innovative school leadership preparation program that generates leaders who likely to dramatically improve student learning and close the achievement gap
- A consortium of innovative school leadership programs that research, harvest, analyze and disseminate practices and lessons learned about how leaders can dramatically accelerate student achievement

- Focused on urban schools and improving the achievement of underserved students

Joint Commitments

- Support the creation and implementation of a Minneapolis Talent Incubator to systematically and strategically recruit, train, support, and place great charter and district school leaders (including new school builders, instructional leaders, mid-level leaders, and teacher leaders).
- Actively participate in the design, development, and steering of the Talent Incubator
- Share effective recruitment and selection strategies with the Talent Incubator to continuously improve the incubator's ability to attract and select top talent
- Participate in ongoing strategy sessions with the Talent Incubator to determine priority national and local recruiting sources for top talent, including national partners such as The New Teacher Project and Teach For America
- Research, spotlight, document, share and track the implementation of practices that enable dramatic acceleration of student achievement
- Share successful practices and related materials at an annual Accelerated Learning Summit, via a web-based forum, and other Compact activities
- Conduct regular study visits of MPS, Minneapolis charter and civic leaders to great schools locally and nationally, and bring back proven practices and lessons learned to share with all public schools serving Minneapolis children.
- Host school visits and residencies for Talent Incubator participants.

Measures of Success

- 1) Using Spring 2010 school-level state assessment data (see progress metrics on P. 9) as a baseline, Compact signatory schools (including Minneapolis district schools) will measure and report the extent to which they are making or are on track to making dramatic gains in student achievement by July 2012 and annually thereafter, analyze the results and indicate future action/intervention steps.
- 2) By July 2011, the Talent Incubator will have secured sufficient funding, raised with the support of MPS and other Compact partners, to set up a staffed, independent function (housed within an existing entity or established as a separate entity) to systematically identify, recruit, train and support proven or highly promising leaders for Minneapolis charter and district schools.
- 3) By July 2012, the Talent Incubator will have recruited a minimum of 10 proven or highly promising leaders for Minneapolis district and charter schools.
- 4) By July 2012, the Talent Incubator will disseminate proven or highly promising practices directly correlated with dramatic gains in student achievement to leaders at a minimum of 10 district schools in need of improvement.

B) Build a **Minneapolis Achievement Fund** to remove financial barriers to the success, expansion and replication of high performing public charter schools serving Minneapolis children.

Minneapolis Achievement Fund

- Initiated by the Minneapolis Foundation and the Nonprofits Assistance Fund working in partnership with the District and other Compact signatories, the Fund will directly address the financial barriers and disincentives to the success, replication and expansion of highly promising and high performing charter schools serving Minneapolis children.
 - 1) Address financial barriers created by state policy decisions (for example, the “holdback” of state education revenues, which forces first year charter schools to operate on 70% of state per-student revenue and severely impacts rapidly growing charter schools). The Fund will work with the Minnesota philanthropic and finance sectors to develop innovative solutions to mitigate the impact of the state holdback. Possible solutions include:
 - A revolving low-interest loan fund to provide needed start-up and working capital for new schools otherwise ineligible for conventional financing.
 - Risk-sharing partnerships to enable low-interest working capital loans for existing schools unable to secure such financing.
 - 2) Build a new pool of “growth” capital to invest in the success, expansion and replication of high performing charter schools serving Minneapolis children, including new schools replicating proven models. The Achievement Fund seeks to learn from the experience of the Charter School Growth Fund and other investors in the growth of new high performing schools and school networks.

Access to Achievement Fund resources will be based on and prioritized using objective performance criteria (including student achievement results for existing schools using the progress metrics below). Schools receiving funding will have an additional obligation to share promising practices with other Minneapolis schools.

Minneapolis Foundation and Nonprofit Assistance Fund Commitments

- The Minneapolis Foundation and Nonprofits Assistance Fund commit to administering and managing the Minneapolis Achievement Fund, in consultation with the other Compact partners. The Nonprofits Assistance Fund has a long track record of charter school and nonprofit financing, and has agreed to take the lead in developing the Achievement Fund, including the creation of a clear application and selection process.

- The Minneapolis Foundation and Nonprofits Assistance Fund will work to secure initial investments (for example, through securing Program Related Investments), to secure capital in order to make loans and provide financial management assistance.

Joint Commitments

- Signatories agree to secure capital or otherwise support the Achievement Fund if possible. An initial goal is \$1,000,000 secured by July 2012.

Measures of Success

- 1) By July 2011, the Achievement Fund will be established, with clearly articulated application, selection and other procedures in place, and in a position to begin securing significant capital.
- 2) By July 2012, the Achievement Fund will have secured at least \$1,000,000 in capital, and will have awarded or secured financing, start-up or growth capital to/for at least five highly promising or high performing Minneapolis charter schools, thereby contributing to dramatically improved student achievement in Minneapolis.

The Minneapolis Foundation will manage Compact funds received, convene the Compact signatories, and monitor and validate district and charter performance in executing Compact commitments, including publishing annual reports regarding progress and challenges in implementation.

Progress Metrics for Evaluating Dramatic Improvement in Student Achievement

The progress of Minneapolis Compact schools will be compared against the following 2010 baseline indicators:

- % of students proficient or advanced in reading by end of 3rd grade vs. state average
- % of students proficient or advanced in math by end of 3rd grade vs. state average
- % of 8th grade students who have passed linear Algebra
- 4-year high school graduation rate
- % of students scoring 17 or above on ACT PLAN
- % of students passing at least 1 advanced academic course (IB, AP, CIS, PSEO)
- % of AB and IB students earning 3 or above on AP test or 4 or above on IB subject tests
- % of students proficient or advanced in reading at all tested grades vs. state average
- % of students proficient or advanced in math at all tested grades vs. state average
- % of students proficient or advanced in science at all tested grades vs. state average
- % of students achieving “High Growth” in reading (all grades)
- % of students achieving “High Growth” in math (all grades)
- % of students of color proficient or advanced vs. state average in reading
- % of students of color proficient or advanced vs. state average in math
- % of students of color proficient or advanced vs. state average in science
- % of students of color achieving “High Growth” in reading
- % of students of color achieving “High Growth” in math

any of its obligations under this Agreement, the District may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement in accordance with Section 7.

Payment will be made by the District for any Services provided hereunder within thirty (30) days of its receipt of Partner's invoice therefore in accordance with this Section. The District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. If either Party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

Notwithstanding anything to the contrary, and without limitation, the District has not promised or guaranteed any minimum amount of work, and Partner understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

6.3 Final Accounting. In the event that this Agreement is not renewed or is otherwise terminated in accordance with Section 7, the Partner shall submit a final invoice within thirty (30) days of the Expiration Date or Termination Date, whichever occurs first.

SECTION 7. RENEWAL, NONRENEWAL, AND/OR TERMINATION FOR CAUSE.

7.1 The Parties may renew this Agreement for up to two (2) years if mutually agreed.

7.2 Voluntary Non-Renewal. In the event that the Parties to this Agreement do not desire to renew the Agreement, the Parties shall fulfill their respective obligations hereunder to the end of the term of this Agreement. Nothing herein shall obligate the District or the Partner to renew this Agreement.

7.3 Termination with or without Cause. Either Party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party.

7.4 Non-renewal of Partner. If the Partner's school is not renewed by its authorizer, this Agreement shall be deemed terminated immediately upon written notice.

SECTION 8. GENERAL TERMS

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

8.2 District Authority. Except as otherwise provided by this Agreement or Applicable Law, the District has no authority, control, power, administrative or financial responsibility over the Partner. This provision does not prohibit the Parties from contracting for any services deemed appropriate in the future.

8.3 Indemnification. The District and the Partner both agree to release, defend, indemnify and hold harmless the other party, its board, officers, students, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with either party's breach of this agreement. Neither Party shall settle or compromise any claim in which the other party has been named and for which such party is obligated to indemnify without a signed agreement. The Parties agree that Minnesota law limits liability in certain circumstances, governed by the Municipal Tort Liability Act, Minnesota Statutes, Section 3.376 and other applicable laws.

8.4 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

8.5 Non-assignment. Neither party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, and any attempted unpermitted assignment shall be null and void and without further effect; provided, however, that, upon the sale or transfer of all or substantially all of the assets of the Partner, or upon the merger by the Partner into or the combination with another entity, or upon the liquidation or dissolution of the Partner, this Agreement will inure to the benefit of and be binding upon the person, firm or entity purchasing such assets, or the entity surviving such merger or consolidation, or the shareholder effecting such liquidation or dissolution, as the case may be .

8.6 General Compliance and Assurances. The District and the Partner agree to comply with all Applicable Laws including, but not limited to, the Charter Law.

8.7 Choice of Law and Forum Selection. This Agreement shall be governed by, subject to and construed under the laws of the State without regard to its conflicts of laws provisions. For this purpose, the Parties specifically consent to jurisdiction in Minnesota.

8.8 Entire Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the District and the Partner or its representative(s), to include the Contract for Services dated January 14, 2014. Any amendments to this Agreement shall be in writing and executed by the same parties who executed the original Agreement, or their successors in office.

8.9 Background Checks. Partner is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are

appropriate persons to conduct such work. Partner will conduct criminal background checks in accordance with state and federal law for all agents and employees who will have direct contact with students.

**SPECIAL SCHOOL DISTRICT NO. 1,
MINNEAPOLIS PUBLIC SCHOOLS**

HIAWATHA ACADEMIES, PARTNER

By: 
(Signature)

Bernadeia H. Johnson
(Print Name)

Superintendent, Minneapolis Public
(Title & Organization)

Schools

September 18, 2014
(Date)

By: 
(Signature)

Elias Kramer
(Print Name)

Executive Director, Hiawatha Academies
(Title & Organization)

09/18/2014
(Date)

CHARTER SCHOOL COLLABORATION AGREEMENT: LIST OF EXHIBITS

A. Professional Development - SCOPE OF SERVICES, 2014-2015

EXHIBIT A

Professional Development - SCOPE OF SERVICES, 2013-2015 Agency Information Form

Name of Agency: Hiawatha Academies
Address: 3810 East 56th Street
City: Minneapolis State: MN Zip Code: 55417
Phone: 612-987-5688 Fax: 612-825-4777
Primary Contact(s): Eli Kramer
Phone Number(s): 612-987-5688
Email: ekramer@hiawathaacademies.org

Description of Services:

The Partner shall provide professional development services to District Schools, as defined in Section 2.5 of this Agreement, in support of improving instructional practices, student and family engagement.

Services to be Provided:

1. Prior to delivering any professional development services, the Partner shall collaboratively work with the District Schools to create a Workplan, which will include:
 - a. The date, time, and intended participants for each professional development activity.
 - b. The learning objectives for each professional development activity and how attainment of these objectives shall be measured.
 - c. The specific work products that shall be generated by each professional development activity.
2. The Workplan created and submitted by the Partner and the District Schools must be approved by the District prior to professional development activities commencing. The District may request clarifications and revisions to the Workplan to ensure the effectiveness of activities and the rigor of student achievement goals. Professional development activities conducted prior to District approval of the Workplan are not eligible for compensation.
3. The professional development activities included in the Workplan may generally be:

- a. Conducting facilitated professional development workshops and trainings with 5 or more participants.
- b. Topics may include:
 - o STEP administration and instructional implications for teachersSchool Culture
 - o Parent Engagement
 - o Supporting English Language Learners
 - o Additional topics as agreed upon in the Workplan.

Compensation:

Hourly rates of compensation are established for the activities included in this Agreement as detailed in Exhibit A as follows; conducting facilitated professional development workshops and trainings, \$200.00 per hour. The total compensation allowed under this Agreement over the full two-year term for professional development activities in Exhibit A is \$50,000, or the total compensation for the activities in the District-approved Workplan, whichever is less. The frequency and duration of activities to be delivered under this Agreement will be based on the District-approved Workplan.

Reporting and Accountability

1. On a quarterly basis, or as an attachment to each invoice submitted pursuant to this agreement, the Partner must submit documentation on the professional development activities conducted during the previous quarter, including:
 - a. The attendees for each activity.
 - b. Evidence showing attainment of each activity's objectives as stated in the District-approved Workplan.
 - c. Any work product arising out of each professional development activity as stated in the District-approved Workplan.
2. On an annual basis, using the timeline and format created by the District, the Partner must collaborate with the District Schools to create and submit a report on the District Schools' progress toward attainment of the student achievement goals in reading from the District-approved Workplan.