

# ACADEMIC AND BUSINESS SERVICES AGREEMENT

By and Between

ACHIEVEMENT FIRST, INC. and

ACHIEVEMENT FIRST RHODE ISLAND, INC.  
A/K/A ACHIEVEMENT FIRST MAYORAL ACADEMIES

This Academic and Business Services Agreement (the "Agreement") is made and entered into as of November 29, 2012 (the "Effective Date") by and between Achievement First, Inc., a Connecticut not for profit corporation ("AF") and Achievement First Rhode Island, Inc., a/k/a Achievement First Mayoral Academies, a Rhode Island nonprofit corporation (the "School" and the School together with AF, each a "Party" and collectively the "Parties").

**WHEREAS**, AF is a charter school management organization;

**WHEREAS**, the School has been granted the authority to establish a charter school by joint application of AF and RIMA (as defined herein) to the Board of Regents of the Rhode Island Department of Elementary and Secondary Education;

**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; and

**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

"Academies" means divisions of the School.

"AF" has the meaning set forth in the recitals.

"AF School Model" means the School model based on the AF curriculum, described in the AF School Model Agreement, which is attached as Exhibit A hereto.

"Agreement" has the meaning set forth in the recitals.

"Ancillary Service Fee" has the meaning set forth in Section 7.6.

"Ancillary Services" means, but is not limited to, the following services:

- **Bookkeeping:** AF will execute accounts payable, accounts receivable and payroll processing on behalf of the School, while also providing a quality control function in identifying and fixing errors in financial information.
- **Facilities acquisition and management support:** Subject to any agreement between the School and RIMA related to facilities acquisition and management support, AF will identify, secure and, if necessary, improve a facility suitable for the use of the School, with the School's approval. AF will design and implement systems for facility management for use by the School. AF will be a resource for the School in facility management expertise.
- **Special education delivery support:** AF will provide oversight, implement systems and processes, and be a resource for the School in serving all students with special needs at a level of quality consistent with the AF educational program. AF will also assist the School in ensuring it receives all public special education funding for which it is eligible.
- **Data analysis and management support:** AF will assist the School in analyzing student and staff data so that it becomes an integral part of the School's planning processes. AF will also design and implement systems and processes so that data can be captured, analyzed, shared and acted upon as efficiently and quickly as possible.
- **Tutoring program support:** AF will assist the School in the design, implementation, recruiting and management of a Saturday tutoring program.

**"Approved Per Pupil Operating Expense"** means the annual per pupil amount of State funds granted to the School, calculated pursuant to Sections 16-7-20 and 16-77.4-5 of the Rhode Island General Laws.

**"Arbitration Rules"** has the meaning set forth in Section 11.2(b).

**"Authorizer"** means the Rhode Island Department of Elementary and Secondary Education.

**"Board of Trustees"** means the Board of Trustees of the School.

**"Charter Contract"** means the School's contract with the Authorizer, which authorizes the School to organize and operate the School, and which includes the final charter application.

**"Charter School Laws"** means chapter 77.4 of the Rhode Island General Laws.

**"Claims"** has the meaning set forth in Section 9.2.

**"Confidential Information"** has the meaning set forth in Section 8.1.

**"Cure Period"** has the meaning set forth in Section 10.2(b).

"Derivatives" has the meaning set forth in Section 8.2.

"Director of School Operations" means the senior-most School employee who manages non-instructional operations.

"Dispute" has the meaning set forth in Section 11.2(a).

"Effective Date" has the meaning set forth in the recitals.

"E-Rate Funding" means the funding and discounts provided to the School under the Schools and Libraries Program of the Universal Service Fund, administered by the Universal Services Administration Company under the direction of the Federal Communications Commission.

"Facility" means any buildings or other structures, of sufficient size to house the student enrollment, 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.

"FERPA" has the meaning set forth in Section 6.6.

"Host District" means the Cities of Providence, Warwick, Cranston and North Providence.

"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).

"IT" has the meaning set forth in Section 4.7.

"Initial Term" has the meaning set forth in Section 10.1.

"Marks" has the meaning set forth in Section 8.3.

"Master Teacher" means a teacher who has mastered the skills appropriate to an enhanced level of teaching competence as described in the AF School Model.

"AF Network" means AF and all schools that AF manages pursuant to academic and business services agreements substantially similar to this Agreement.

"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.

**“Public Revenue”** means, with respect to any school year, an amount equal to the sum of: (i) the average number of students enrolled during such school year multiplied by the Approved Per Pupil Operating Expense, *plus* (ii) Title Funds, *plus* (iii) E-Rate Funding, *plus* (iv) Special Education Funding *plus* (v) all other public entitlement funding from a Public Source, excluding in-kind contributions (e.g., transportation services, food services), start-up funding (e.g., Federal Public Charter School Program Planning and Implementation Grant), funding for School meals and funding for competitive grants.

**“Public Source”** means any federal, State or local government, or political subdivision thereof, or any federal, State or local authority, agency or commission.

**“Reduced Service Fee”** has the meaning set forth in Section 7.4(e).

**“RIMA”** means the Rhode Island Mayoral Academies established pursuant to Chapter 77.4 of Title 16 of the Rhode Island General Laws.

**“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.

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

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

**“Special Education Funding”** means the funding provided by any Public Source to the School for full-time and part-time special education services, including, but not limited to, funds granted to the School pursuant to the Individuals with Disability Education Act of 2004, as amended, and Excess Cost Aid.

**“State”** means the State of Rhode Island.

**“Student Confidential Information”** means all personal and academic information and records pertaining to the students of the School.

**“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.

"Threshold Amount" has the meaning set forth in Section 9.4.

"Title Funds" means the funding granted to the School by the federal government pursuant to the *Elementary and Secondary Education Act of 1965*, as amended.

"Use" means the right to load, execute, store, transmit, display, copy, disseminate, reproduce, maintain, modify, enhance, create derivative works, make and cause to be made.

## **2. REPRESENTATIONS AND WARRANTIES**

### **2.1 Representations and Warranties of AF.**

AF represents and warrants as follows:

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

corporation law of Rhode Island and the Charter School Laws. AF has maintained and will maintain adequate records of the activities and decisions of AF to ensure and document compliance with all such laws and regulations.

## **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 nonprofit corporation duly organized under the laws of Rhode Island, with the purpose and legal ability to contract to operate a charter school and to contract for educational 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.** The School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to 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 to state a material fact necessary in order to make the statements contained herein or therein not misleading.
- (e) **Conduct of the School and the Board of Trustees.** The School has complied, and at all times during the Term will comply, 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 non-profit corporation law of Rhode Island, the

open records and meetings laws of Rhode Island, and the Charter School Laws. 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 AF with copies of all such records and to allow AF to, at AF's discretion, assist with the preparation and retention of such records.

- (f) Due Authorization. The School is 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 AF, the School shall at all times retain all rights and responsibilities under the Charter Contract.

### **3. AUTHORITY**

#### **3.1 Delegation of Authority to AF.**

The School hereby authorizes AF to undertake the functions specified in this Agreement in regards to business and academic services of the School on behalf of the School, it being understood that, at all times, AF 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 AF to take such other actions that may not be expressly set forth in this Agreement, but which are necessary in AF's 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 Board of Trustees.

#### **3.2 AF Authority to Subcontract.**

Except to the extent prohibited by law or this Agreement, AF may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract shall relieve or discharge AF from any obligation or liability under this Agreement.

#### **3.3 Conflict with Charter.**

Subject to Section 13.5, 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 AF**

In exchange for the Service Fee and the Ancillary Service Fee described in Sections 7.4 and 7.6, respectively, and paid by the School to AF, AF will provide the services described in this Article 4. In fulfilling its duties and obligations pursuant to this Article 4, AF shall meet the requirements of the Authorizer, the State and the Charter School Laws. AF may perform functions off-site, except as prohibited by State law. AF may utilize web-based systems to provide support and counsel to the School.

In addition to any duties and obligations expressly attributed to AF as set forth in Article 5,

AF shall have the following duties and obligations:

- (b) Developing a core curriculum and supporting the School's implementation of the curriculum;
- (c) Preparing a budget for recommendation to the Board of Trustees;
- (d) Recruiting the Principal, teachers and other administrators;
- (e) Initial teacher training for all new teachers and a limited amount of ongoing professional development;
- (f) Initial training, ongoing coaching and evaluation of the Principal(s);
- (g) Finding an adequate Facility and coordinating the completion of major repairs/renovations;
- (h) Facilitating the School's purchase and procurement of information technology equipment and services, and providing certain computer and information technology support to the School;
- (i) Managing the start-up process associated with any new Academies;
- (j) Conducting a school inspection and evaluation every three years;
- (k) Fundraising; and
- (l) Marketing and advocacy for the School;

AF may, but is not obligated to, provide additional services to the School upon request. AF and the School agree to negotiate additional compensation for such additional services in good faith. AF may perform functions off-site, except as prohibited by State law. AF may utilize web-based systems to provide support and counsel to the School.

#### **4.1 Curriculum.**

AF shall support the school in implementing the AF 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. AF will provide the School with information and systems for implementing the curriculum, and initial staff training. 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.**

AF 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 AF's assistance, ensure that the students take all State required standardized tests in accordance with State laws and regulations. The School, with AF's assistance, shall maintain detailed statistical information on the performance of (i) the School as a whole, (ii) each individual student, and (iii) each grade. AF 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.**



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

#### **4.4 Budget and Financial Statements.**

On or before May 1 of each year, AF, in consultation with the Principal, will provide the School finance committee with a projected budget for the next fiscal year, for review and approval by the Board of Trustees. The annual budget of the School shall provide for payment of (i) the Service Fee, (ii) the Ancillary Service Fee, and (iii) all operating expenses related to the opening and operation of the School, including, but not limited to: teacher salaries; curriculum materials; reimbursement to AF of certain expenses for purchases made on behalf of the School which are included in the Board's approved budget (e.g., computers, insurance and other purchases which AF can purchase more efficiently than if the School made such purchases individually); the Principal's compensation, including his or her salary and benefit costs; debt payments owing and owed to AF by the School; marketing and public relations costs; supplies; maintenance; staff development; curriculum materials; assessment materials and consulting fees; other third party consulting expenses; accountability plan costs; transportation and travel; printing and duplicating; postage; legal fees; and accounting fees. With respect to these items, AF 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 AF 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 AF. AF 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 AF has access.

The budget shall grant certain levels of discretion to the Principal (including, but not limited to, teacher salaries and the Principal's Discretionary Fund, as allocated in the budget) within parameters established by the Board of Trustees and approved in good faith by AF. Such AF approval shall not be unreasonably withheld.

The Director of School Operations, with the assistance of and in close consultation with AF, shall prepare bimonthly financial statements for review and approval by the Board of Trustees.

#### **4.5 Principal.**

The accountability of AF to the School is an essential foundation of the Parties' relationship, and the performance of the Principal is critical to the School's success. Therefore, the AF president or the AF superintendent shall have the authority and responsibility, to the maximum extent consistent with State law, to recruit and supervise the Principal(s) and to hold him or her accountable for the success of the School.

When a vacancy arises in one of the three Principal positions (elementary, middle, high school), AF shall nominate a candidate to the Board of Trustees to become the new Principal. The Board of Trustees shall vote on whether to accept the candidate nominated by AF. If the Board of Trustees votes to accept such candidate, such candidate shall become the new Principal. If the Board of Trustees votes not to accept the candidate, AF shall nominate additional candidates until the Board of Trustees and AF agree that a candidate so nominated meets their shared standards of excellence.

AF shall present the proposed terms of the Principal's employment to the Board of Trustees, including therein the duties and compensation of the Principal. The Board of Trustees shall then vote on the approval of the terms of the Principal's employment.

The Principal shall serve pursuant to a year-to-year contract, which contract may be renewed by the Board of Trustees, subject to approval by AF. If either the Board of Trustees or AF wishes not to renew the Principal's contract, it shall not be renewed. In that event, AF shall nominate a new candidate to become the Principal (and present proposed terms of that Principal's employment), as provided above, until the Board of Trustees and AF agree that a candidate so nominated meets their shared standards of excellence.

AF may recommend termination of a Principal's employment. However, the Board of Trustees shall have the final authority with respect to termination of any Principal.

The Principal shall coordinate the management of the School with, and report on a day to day basis to the AF President or a designee specified in writing by the AF President. Notwithstanding the foregoing, the Principal shall be an employee of the School and, as set forth above in this Section 4.5, the Board of Trustees may (1) refuse to renew the Principal's contract and (2) terminate the Principal. AF shall provide to the Board of Trustees an annual report regarding the Principal's performance.

AF will (a) provide an intensive leadership training program for any new 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(s).

#### **4.6 Teachers and Other School Personnel.**

AF shall support the School in the recruitment of teachers, administrators, and other personnel for the School. Specifically, AF will work to build a pool of qualified applicants through advertising, networking and other methods. AF will conduct preliminary screens of candidates and will forward resumes of promising candidates to the Principal. The Principal shall have the final authority to hire such teachers, administrators, and other personnel. All employees working at the School shall be employees of the School. The Principal shall have the final authority to terminate School employees, although AF 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 Board of Trustees.

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

- (a) determining staffing levels;
- (b) determining staff responsibilities;
- (c) providing counsel as to evaluation and discipline of personnel;
- (d) initial training in AF's methods, curriculum, program, and technology to all teaching personnel; and
- (e) training to all non-teaching personnel as AF, in consultation with the Principal, determines is necessary.

AF will continue to provide approximately two weeks of initial teacher training to all new AF teachers in the basics of the AF methodology. AF will assist the School (specifically the Principal and Academic Dean) to develop the internal capacity to deliver ongoing teacher training and support. AF will work closely with the Principal to jointly plan and deliver ongoing teacher training, and AF will sponsor two AF Network-wide professional development days each year for all AF Network teachers.

#### **4.7 Equipment and Information Technology.**

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

AF will facilitate the School's purchase and procurement of information technology ("IT") equipment and services. In addition, AF will provide the following computer and IT support to the School:

- (a) maintaining and providing training in the use of the central file server containing electronic curricular and school administration resources;
- (b) providing training in the use of the student information system specifically designed to support the AF program;
- (c) providing all desktop and laptop support to the School staff and students; recommending and ensuring the effective implementation of a data back-up protocol;
- (e) providing a phone system and voicemail support; and
- (f) creating and maintaining a link from AF's website to a page specific to the School.

All vendor products and services will be paid for by the School, unless otherwise specified by AF.

#### **4.8 School Evaluation.**

AF will conduct a thorough evaluation of the School within three years of the Effective Date. The evaluation will be designed as a comprehensive school inspection by a team of both AF and outside evaluators. The team will observe classes and other school operations, analyze a wide variety of data, review student work samples, meet with parents, students, and teachers, and engage in other activities designed to obtain a detailed picture of school and student success in preparation for charter renewal.

#### **4.9 Fundraising.**

AF will conduct fundraising activities on behalf of the School and other charter schools in the AF Network. Monies raised from AF fundraising activities specifically for the School shall be given to or used for the benefit of the School. Other monies derived from general AF fundraising activities shall be used or distributed as AF deems appropriate, in its sole discretion, including but not limited to use for the benefit of or distribution among, the charter schools in the AF Network.

#### **4.10 Marketing; Advocacy.**

AF will market and advocate for the School.

#### **4.11 Additional Services.**

In addition to the foregoing, AF shall also provide the following services to the School:

- (b) Leadership Development: Identify and develop future School leaders from existing School staff.
- (c) Human Capital Management: Provide oversight and support to the School in execution of human capital functions to ensure best practice in talent development and manage potential liability exposure.
- (d) Professional Development: Share best practices across all of the schools in the AF Network in an effort to enhance professional development for all teachers.
- (e) Principal Support: Conduct monthly School visits to observe and coach the Principal(s).

#### **4.12 Ancillary Services.**

As requested by the School, AF shall provide Ancillary Services to the School. To the extent reasonable and necessary, AF may perform Ancillary Services off-site, except as prohibited by State law. AF may utilize web-based systems to provide Ancillary Services to the School.

## **5. DUTIES AND OBLIGATIONS OF THE SCHOOL**

In addition to any duties and obligations expressly attributed to the School as set forth in Article 4, the School shall have the following duties and obligations:

### **5.1 Provision of Suitable School Facilities.**

- (a) Should the School or any of its Academies need to be moved in any subsequent year because of a need for more space, a dispute with the operators of the Facility or other reason, the School shall use its best efforts to provide the charter school with a suitable Facility located in the Host District. AF, if requested by the School, will use commercially reasonable efforts to assist the School in the identification of a Facility. The School will consult with and obtain approval from AF prior to entering into a lease or purchase of a Facility. AF will assist the School in providing Facilities needed to expand the School in the future.
- (b) The School shall procure and maintain insurance, or otherwise hold AF harmless, for damage or loss to the property. AF shall not be liable under any lease or other document pertaining to a Facility.

### **5.2 Annual Audit.**

The School shall arrange and pay for an annual audit of the School to be conducted in compliance with State law and regulations, and showing the manner in which funds are spent at the School. The annual audit shall be performed by a certified public accountant selected by the Board of Trustees, who shall consult with AF prior to selecting the certified public accountant.

### **5.3 Legal Services.**

The School shall arrange and, if necessary, pay for its own legal services.

### **5.4 Accounting, Bookkeeping, Procurement, and other Financial Functions.**

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

- (a) timely payment of invoices;
- (b) payroll, in accordance with Section 5.5;
- (c) monthly reconciliation of bank statements;
- (d) debit and credit entries, using the financial management software selected by AF; and
- (e) procurement.

AF shall provide initial training to the Director of School Operations in the use of the financial management software selected by AF, and shall provide support and oversight as may pertain to the functions listed above. AF shall also work closely with the Director of School Operations to ensure accurate and timely financial reporting to the Board of Trustees and funding agencies, including but not limited to the Authorizer.

#### **5.5 Payroll, Employee Salaries and Benefits.**

The School shall be responsible and accountable for the funding and payment of the salaries, fringe benefits, and State and federal payroll taxes for all individuals employed at the School. All such payments shall be made on a timely basis, in accordance with all State and federal laws and regulations, including all tax requirements.

#### **5.6 Power and Authority.**

The School shall ensure that AF has all power and authority necessary to carry out the duties of AF under this Agreement. This shall include ensuring that no other entity or any individual, including any officer, agent or director of the School, has or exercises any authority which might interfere with the duties of AF.

#### **5.7 State and Federal Waivers.**

The School shall, with AF's assistance, timely apply for and support the waiver of any federal or State rules or regulations that interfere with the AF School Model.

### **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 Education Act (IDEA)* 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. AF 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. Any cost, fee or expense associated with such subcontract will be paid by the School.

#### **6.2 Recruitment and Admission.**

AF and the School shall be jointly responsible for student outreach related to the student lottery, which shall include all eligible students from the Host District. Notwithstanding the foregoing, students enrolled in the School in the previous year shall be enrolled each subsequent year without their enrollment being subject to the lottery process.

Application by or for students shall be voluntary, and shall be in writing. Admission

shall be open to all individuals who reside within the Host District, 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.

### **6.3 School Day and Year for Students.**

The normal school day shall be approximately nine hours. The normal school year will consist of approximately 180 days of regular instruction for students, as well as 15 days of summer academy during which the school day may be shorter (for a total of 195 school days). The School will offer a Summer Academy for most but not all students; the decision to change this will be made by the Board of Trustees. The School's calendar shall be developed annually by the Principal in consultation with AF, and shall extend from on or about August 30 to on or about June 20, with scheduled vacations. AF may extend the school year, subject to the School's approval and available funds.

### **6.4 School Policies.**

The School and AF are committed to the success of the educational program set forth in the AF School Model and related documents. Consequently, AF shall make reasonable recommendations to the School concerning calendar, policies, rules, regulations, procedures, personnel, and budget, to enable the School to implement the AF School Model; and the School shall exercise good faith in considering and adopting AF's recommendations so that the AF School Model may be properly implemented.

### **6.5 Due Process.**

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. The Principal shall have the authority to suspend a student as provided for in the Charter Contract or in subsequent policies adopted by the Board of Trustees. Only the Board of Trustees may expel a student, based on a recommendation by the Principal.

### **6.6 Family Educational Rights and Privacy /W.**

The School hereby designates employees of AF 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"). AF, its officers and employees shall comply with FERPA at all times.

## **7. FINANCIAL ARRANGEMENTS**

### **7.1 Funding Eligibility.**

The Director of School Operations and Principal shall be responsible for complying with

applicable requirements for the purpose of receiving or maintaining the School's eligibility to receive from the Rhode Island municipal, State, and federal governments all applicable funds to which the School is entitled. The School shall apply for all State aid or other monies it is eligible to receive from the Authorizer. AF 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 AF to review any such applications and reports prior to their submission, and AF shall have the right to assume control of the application and report process if and to the extent it deems it appropriate to do so.

## **7.2 Donations and Grants.**

Both the School and AF 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 such as summer activities, extracurricular clubs and after school athletics.

## **7.4 Service Fee.**

(a) For each school year covered by this Agreement (those school years being five successive 12-month periods, each beginning on July 1, and the first beginning on July 1, 2013), the School shall pay AF a service fee equal to ten percent (10%) of all Public Revenues received by the School during or for that school year (the "Service Fee").

(b) For the avoidance of doubt, all Public Revenues received by the School that are earmarked for a particular purpose (e.g., Special Education Funding) shall be used by the School solely for such purpose. The amount of such earmarked Public Revenues shall be used solely for the purpose of calculating the amount of the Service Fee. By way of example, if the total Public Revenues received by the School for a particular month is \$80,000, of which \$10,000 is Special Education Funding, the amount of the Service Fee owed by the School to AF would be \$8,000 (i.e., 10% of \$80,000). However, the School would have access to, and the right to utilize, the entire \$10,000 in Special Education Funding it received that month solely for the School's special education needs.

(c) Within fifteen (15) days of the end of each month, AF shall provide the School with an invoice detailing the amount of the Service Fee due and owing by the School to AF for the previous month based on the actual Public Revenues received by the School. Subject to Section 7.4(d), the School shall pay all amounts due within thirty (30) days of receiving such invoice. In the event the School is required to return any Public Revenues to a Public Source, AF shall reimburse the School for ten percent (10%) of such returned Public Revenues. In the event the School receives additional Public Revenues not accounted for by AF in the monthly invoices during any fiscal year, the School shall pay AF ten percent (10%) of such additional Public Revenues within thirty (30) days of the School's receipt of such Public Revenues.

(d) If AF fails to meet its obligation to raise the dollar amount of private funds to which it agreed as part of the School's approved budget for any school year and if the School's



budgeted expenses exceed its revenue for that year, AF shall allow the School to defer a portion of the Service Fee and the Ancillary Service Fee owed to AF until the School obtains sufficient resources to meet the budgeted expenses for that year. The amount deferred pursuant to this Section 7.4(d) shall equal the difference between the amount of private funds AF agreed to raise as part of the School's approved budget and the amount of private funds AF actually raised; provided, however, that in no event shall the amount deferred exceed the difference between the School's budgeted expenses and the School's revenue for that school year."

(e) Notwithstanding the foregoing, in the event the Approved Per Pupil Operating Expense granted to the School is significantly less than the annual per pupil amount of State funds granted to traditional public schools in the Host District in any year, which determination shall be made by AF, AF may, in its sole discretion, reduce the Service Fee due for that school year such that the School shall pay AF a fee equal to ten percent (10%) of the Approved Per Pupil Operating Expense multiplied by the average number of students enrolled in the School during such school year (the "Reduced Service Fee"). The School hereby acknowledges that whether or not AF charges the School a Reduced Service Fee, AF shall be responsible for raising and using additional private funds as part of the School's approved budget for the school year.

#### **7.5 AF Not Required to Make Loans or Advances.**

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

#### **7.6 Ancillary Service Fee.**

(a) The School shall pay AF a fee for the provision of Ancillary Services (the "Ancillary Service Fee"). AF and the School agree to negotiate the amount of the Ancillary Service Fee in good faith. No Ancillary Services shall be provided until the School and AF agree on the fee for such Ancillary Services.

(b) Within fifteen (15) days of the end of each month, AF shall provide the School with an invoice detailing the amount of the Ancillary Service Fee due and owing by the School to AF for the previous month. Subject to Section 7.4(d), the School shall pay all amounts due within thirty (30) days of receiving such invoice.

### **8. PROPRIETARY AND CONFIDENTIAL INFORMATION**

#### **8.1 Confidential Information.**

"Confidential Information" means:

- (a) any and all technical and non-technical information, whether communicated orally or in writing, including, without limitation, patent, copyright, trade secret and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, formulae, apparatus, equipment and biological materials related to the current, future and proposed products, services, or projects of AF, and includes, without limitation, information concerning research, experimental

work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts and sales and marketing plans, and any Derivatives of the foregoing whether created by AF or the School;

- (b) any instructional materials, training materials, curriculum and lesson plans, and any other materials developed by AF, its employees, agents or subcontractors, any individual working for or supervised by AF, or any individual employed by the School working primarily at the School;
- (c) any information that AF treats or maintains as confidential, proprietary, restricted, or otherwise as not to be disclosed generally;
- (d) any information disclosed by AF to the School or known by the School as a result of the relationship created by this Agreement, which information is not generally known or publicly available and that in any way relates to AF'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
- (e) all information received in confidence from third parties by AF.

"Confidential Information" shall not include Student Confidential Information.

## **8.2 Derivatives.**

"Derivatives" means:

- (a) for copyrightable or copyrighted material, any translation, abridgement. Revision or other form in which an existing work may be recast, transformed or adapted;
- (b) for patentable or patented material, any improvement thereon; and
- (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, trade secret, and/or any other recognized proprietary right.

## **8.3 Marks.**

"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 AF. Such materials shall include but are not limited to, "Achievement First" and "Achievement First Rhode Island."

#### **8.4 Treatment of Marks.**

- (a) Ownership of Marks. All Marks, whether created by AF or the School, remain the property of AF, and no license or other right to use, modify and/or sell the Marks is granted or implied hereby, except as set forth in Section 8.4(b).
- (b) License to the School. AF hereby grants to the School, solely as may reasonably be required in connection with the performance of this Agreement, a nonexclusive, nontransferable, limited right to Use the Marks during the Term. The School may grant its agents, subcontractors, vendors and consultants the right to Use the Marks, solely as may be reasonably necessary in connection with the performance of this Agreement, and provided such agents, subcontractors, vendors and consultants comply with the terms of this Article 8.
- (c) Cease of Use of Marks. 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, curriculum or any other materials include any of the Marks, including but not limited to the AF name, and unless expressly agreed to in writing by AF, the School shall immediately upon termination or expiration of this Agreement (i) return to AF or destroy such materials as may be returned or destroyed and (ii) change such name and/or materials so that they do not include any of the Marks, or any portion of the Marks.

#### **8.5 Treatment of Confidential Information.**

- (a) Ownership of Confidential Information. All Confidential Information and any Derivatives thereof, whether created by AF or the School, remain the property of AF, and no license or other right to use, modify and/or sell the Confidential Information and any Derivatives thereof is granted or implied hereby, except as set forth in Section 8.5(b).
- (b) License to the School. AF hereby grants to the School, solely as may reasonably be required in connection with the performance of this Agreement, a nonexclusive, nontransferable, limited right to have access to and Use the Confidential Information during the Term. The School may grant its agents, subcontractors, vendors and consultants the right to have access to and Use the Confidential Information, solely as may be reasonably necessary in connection with the performance of this Agreement, and provided such agents, subcontractors, vendors and consultants agree in writing to comply with the terms of this Article 8.
- (c) Use of Third Party Proprietary Information. The School will not knowingly infringe upon, or permit any of its employees or agents to knowingly 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, and if the School becomes aware of any

such infringement or alleged instance of infringement, the School agrees to notify AF promptly in writing.

- (d) **Disclosure of Confidential Information.** The School acknowledges that prior to, the Term, AF may have disclosed, and during the Term AF may disclose, Confidential information to the School, including that information which is currently in existence as well as that which may be created in the future.
- (i) The School agrees that it will not at any time or in any manner, directly or indirectly, disclose any Confidential Information to any third party without the prior written consent of AF. AF agrees that it shall not unreasonably withhold such written authorization.
  - (ii) The School shall treat all Confidential Information with the same degree of care as a reasonable and prudent person would accord his or her own confidential information, and shall use its best efforts to assure that it, its employees and its agents do not disclose or Use such Confidential Information, other than as may be reasonably necessary in connection with the performance of this Agreement.
  - (iii) To the extent a final order from a Regulatory Authority requires the School to disclose any Confidential Information, the School shall not be considered in breach of this Section 8.5(d); provided that the School provides prior notice to AF, if permitted by the Regulatory Authority.
- (e) **Return of Confidential Information.** Any and all Confidential Information and any Derivatives thereof, including all written and electronic copies, in the School's possession or control shall be returned to AF promptly upon termination or expiration of this Agreement or upon request by AF. All materials furnished by AF to the School in connection with any Confidential Information and any Derivatives thereof, including all written and electronic copies, shall be returned to AF promptly upon termination or expiration of this Agreement or upon request by AF. Upon such return, the School will not have any right to Use the AF Confidential Information, nor any Derivatives thereof, nor such materials.
- (f) **Rights to Confidential Information.** Except as required for the Parties' performance hereunder, nothing in this Agreement shall be construed to require AF to provide, or to entitle the School to obtain, any Confidential Information or any rights therein.

## **8.6 Specific Performance.**

In addition to all of the remedies otherwise available to AF, including, but not limited to, recovery of damages and reasonable attorneys' fees incurred in the enforcement of this Article 8, AF' 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 AF's remedies for breach of this Article 8 shall be

cumulative and the pursuit one remedy shall not be deemed to exclude any other remedies. The School acknowledges and agrees that AF's 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 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.

### **9.2 Indemnification of the School.**

AF 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 of The Wall Street Journal, Midwest edition, 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 (i) AF's gross negligence or willful misconduct or (ii) any breach or violation of AF's representations, warranties, covenants, or agreements contained in this Agreement.

### **9.3 Indemnification of AF.**

The School shall hold AF and its 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 (i) the School's gross negligence or willful misconduct or (ii) any breach or violation of the School's representations, warranties, covenants and agreements contained in this Agreement.

### **9.4 Limitation on Claims of the School.**

Notwithstanding anything in this Agreement to the contrary, there shall be no liability for any Claim and AF 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 "Threshold Amount"). After the Threshold Amount has been met there shall be liability for the aggregate amount 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 Service Fee paid to AF during the academic year in which the action or omission giving rise to the Claim occurred;
- (c) if such liabilities are covered by insurance, to the extent the amount of such liabilities exceeds the amount of any insurance proceeds received for the insured event (under insurance policies referenced in this Agreement) giving rise to the liabilities; and
- (d) if the claim for indemnification is made pursuant to Section 9.2, to the extent that AF can demonstrate that the School had, prior to the Closing, 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 Closing.

#### **9.5 Limitation on Claims of A F.**

Notwithstanding anything in this Agreement to the contrary, there shall be 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 AF exceeds the Threshold Amount: provided, however, that the limitation in this clause (a) shall not apply to Claims relating to misuse of intellectual property (including breach of Article 8). After the Deductible has been met there shall be liability for the aggregate amount of all Claims. In computing the amount of the Claims incurred by AF, the amount of any income tax savings actually realized by AF 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 Service Fee paid by the School during the academic year in which the action or omission giving rise to the Claim occurred; provided, however, that the limitation in this clause (b) shall not apply to Claims or other liabilities relating to misuse of intellectual property (including breach of Article 8);
- (c) if such liabilities are covered by insurance, to the extent the amount of such liabilities exceeds the amount of any insurance proceeds received for the insured event (under insurance policies referenced in this Agreement) giving rise to the liabilities: provided, however, that the limitation in this clause (c) shall not apply to Claims or other liabilities relating to misuse of intellectual property (including breach of Article 8); and
- (d) if the claim for indemnification is made pursuant to Section 9.3, to the extent that the School can demonstrate that AF had, prior to the Closing, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached prior to the Closing.

## **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 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).

#### **9.9 Loans from AF to the School.**

Any loan or advance made by AF to the School shall not be subject to the foregoing provisions of this Article 9, and shall instead be subject to the terms of such loan or advance.

### **10. TERM AND TERMINATION**

#### **10.1 Term.**

This Agreement shall have an initial term commencing on the Effective Date and ending on the later of (i) June 30 following the fifth anniversary of the Effective Date or (ii) the expiration of the initial term of the Charter Contract (the "Initial Term"), and, beginning on June 30, 2014, shall automatically be renewed for additional renewal terms ending on the later of June 30 of each year or the expiration of any renewal term of the Charter Contract (each a "Renewal Term" and collectively with the Initial Term the "Term") unless written notice of intent to terminate or renegotiate is given by either Party not later than the December 31 prior to the end of the Initial Term or the December 31 prior to the end of any Renewal 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) AF becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors;
  - (ii) AF has been found by an arbitrator to have been grossly negligent in the use of funds to which the School is entitled; provided however, that an unconditional offer by AF to pay the School an amount of money equal to the amount so found to have been used in a grossly negligent manner shall extinguish the School's right to terminate;
  - (iii) a Regulatory Authority has revoked any license which may be required for AF to carry on its business and perform its obligations and functions under this Agreement;
  - (iv) the School fails to make reasonable progress toward achievement of the goals and objectives outlined in the "Accountability" section of the charter application, which section is attached hereto as **Exhibit B,** after a period of at least three years from the Effective Date of this Agreement;
  - (v) subject to **Section 5.7,** AF 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;
  - (vi) AF materially breaches any of the material terms and conditions of this Agreement;
  - (vii) the Authorizer revokes its Charter Contract with the School;
  - (viii) the State revokes the Charter Contract between the Authorizer and the School pursuant to State statute; or
  - (ix) subject to **Section 5.7** the enactment or repeal of any federal, State or local law, the promulgation or withdrawal of any regulation, or the issuance of any court or administrative decision or order (any such enactment, repeal, promulgation, withdrawal, or issuance being an "**Action**"), where the substance or consequence of such Action is that this Agreement, the operation of the School in conformity with this Agreement, or the School's Charter Contract with the Authorizer materially 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 materially violates any contract or agreement to which the School was a

party on the Effective Date.

- (b) **AF Right to Cure.** Prior to exercising its right to terminate this Agreement pursuant to Section 10.2(a), the School shall give AF 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, AF; shall have 60 business days to remedy the breach (the "Cure Period"). If the breach is not corrected within the Cure Period, the School may immediately terminate the Agreement.
- (c) **Deferral of Termination for Waivers.** Notwithstanding the foregoing provisions of this Section 10.2, in the event that federal or State rules or regulations, existing as of the Effective Date or thereafter enacted, interfere with the AF School Model, the School's termination right under Section 10.2(b) shall be deferred for a period of time as may be reasonably required to apply for and support a waiver as contemplated by Section 5.7. Upon either (i) failure of the Parties' good faith efforts to obtain such a waiver or (ii) the determination of AF, in its sole discretion, that such waiver is (a) unnecessary, (b) highly unlikely to be obtained or (c) not in the best interests of AF and the School, the School's right to terminate, and AF's right to cure, will be restored as set forth in Section 10.2(a) and Section 10.2(b).

### **10.3 Termination by A F.**

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

- (a) **Termination For Cause.** Subject to the provisions of subparagraph (b) below, AF 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 a material provision its Bylaws;
  - (iii) subject to Section 5.7, 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 AF or to the School;
  - (iv) the School takes any action which materially interferes with the ability of AF to perform under this Agreement;
  - (v) the School refuses or willfully fails to follow any material direction of AF related to implementation of the AF School Model;

- (vi) the Authorizer revokes its Charter Contract with the School:
  - (vii) subject to Section 5.7, the State revokes the Charter Contract between the Authorizer and the School pursuant to State statute; or
  - (viii) the enactment or repeal of any federal, State or local law, the promulgation or withdrawal of any regulation, or the issuance of any court or administrative decision or order (any such enactment, repeal, promulgation, withdrawal, or issuance being an "Action"), where the substance or consequence of such Action is that this Agreement, the operation of the School in conformity with this Agreement, or the Charter Contract with the Authorizer materially 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 materially violates any contract or agreement to which AF was a party on the Effective Date.
- (b) School Right to Cure. Prior to exercising its right to terminate this Agreement pursuant to Section 10.3(a), AF shall give the School a Termination Notice specifying the Section of this Agreement upon which AF is relying 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, AF may immediately terminate the Agreement.
- (c) Deferral of Termination for Waivers. Notwithstanding the foregoing provisions of this Section 10.3, in the event that federal or State rules or regulations, existing as of the Effective Date or thereafter enacted, interfere with the AF School Model, AF's termination right under Section 10.3(b) shall be deferred for a period of time as may be reasonably required to apply for and support a waiver as contemplated by Section 5.7. Upon either (i) failure of the Parties' good faith efforts to obtain such a waiver or (ii) the determination of AF, in its sole discretion, that such waiver is (a) unnecessary, (b) highly unlikely to be obtained or (c) not in the best interests of AF and the School, the AF's right to terminate, and the School's right to cure, will be restored as set forth in Section 10.2(a) and Section 10.2(b).

#### **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 of such termination 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 AF any previously unpaid portion of the Service Fee for services performed by AF until the time of termination.

#### **10.7 Assistance Following Termination by AF.**

In the event of termination of this Agreement by AF, AF 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 plan for management of the School, whether by the School itself or with another charter management organization. During the Termination Assistance Period, AF will be entitled to receive and the School shall continue to pay AF's Service Fee and shall reimburse AF for all expenses incurred by AF in providing such transition assistance.

#### **10.8 Records upon Termination.**

Upon termination or expiration of this Agreement for any reason, AF shall give to the School all student, fiscal and other School records:

### **11. GOVERNING LAW', DISPUTE RESOLUTION, JURY WAIVER, AND VENUE**

#### **11.1 Governing Law**

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Rhode Island, 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 Rhode Island and shall govern.

#### **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 AF relating to its intellectual property rights (including under Article 8), is unable to be resolved by the Parties (or if one or the Parties refuses to participate in such negotiations) within twenty

calendar days from delivery of the notice of intent to negotiate, either Party may give written notice to the other of a demand for arbitration, whereupon the Dispute shall be resolved in accordance with the following alternative dispute resolution procedure.

- (b) Binding Arbitration Except With Respect to Intellectual Property and Loans from AF to the School. Any Dispute, except for a Claim by AF relating to its intellectual property rights (including under Article 8) or the School's repayment of a loan or advance from AF to the School, 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 AF relating to its intellectual property rights (including under Article 8) or the School's repayment of loan or advance from AF to the School 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 of a demand for arbitration, (1) each Party shall designate its panel representative. The two Party representatives shall within seven calendar days of their appointment select the third panel representative which shall serve as the chair of the panel. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence on its behalf, but strict rules of evidence shall not apply. The arbitrators may permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the Dispute, together with their award, within 30 days following the close of the hearing.
- (c) Notices. All notices, demands, claims, responses, requests and documents will be sufficiently given or served if delivered in the manner described in Article 12 of this Agreement.
- (d) No Punitive Damages. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrators are not empowered to award punitive damages.
- (e) Expense Shifting For Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, and except for a Claim by AF relating to its intellectual property rights (including under Article 8) or the School's repayment of a loan or advance from AF to the School, which Claim is not subject to arbitration, no Party may seek judicial relief regarding any Dispute. In the event a Party violates this provision by bringing 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 such action to vacate or modify or opposing confirmation of such award does not prevail, the Party bringing such action will pay all of the costs and expenses (including, without limitation, court costs 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.

### **11.3 Waiver of Jury Trial.**

The Parties knowingly and willingly waive the right to a jury trial with respect to any Dispute, whether or not subject to the foregoing arbitration provision, and including any Dispute within the foregoing arbitration provision but found not to be subject to arbitration for any reason.

### **11.4 Venue When Judicial Resort is Authorized.**

Any action to confirm an arbitral award rendered pursuant to Section 11.2 shall be brought in the courts of Rhode Island located in the School's county or the courts of the United States serving Rhode Island. The Parties agree that this Agreement concerns transactions involving commerce among the several states and, except as otherwise provided in Section 11.2(e), hereby irrevocably waive any objection which either may now or hereafter have to personal jurisdiction or the laying venue for confirmation of an arbitral award in the courts referred to in the preceding sentence. The Parties 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. Nothing herein shall limit the right of either Party, following the confirmation of an arbitral award, to seek to enforce such award in any appropriate state or federal court. Nothing herein shall limit the right of either Party to seek redress with respect to any Dispute not subject to the foregoing arbitration provision (including any Dispute within the foregoing arbitration provision but found not to be subject to arbitration for any reason) in any state or federal court.

## **12. NOTICE**

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:

AF:

Dacia Toll  
Achievement First, Inc.  
403 James Street  
New Haven, CT 06513  
Fax: (203) 773-3221

The School:

Achievement First Rhode Island, Inc.  
c/o Hnckley Allen Snyder, LLP  
50 Kennedy Plaza  
Suite 1500  
Providence, RI 02903  
Attn: Jacquelyn Mancini

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.

### **13. INTERPRETATION AND CONSTRUCTION; AMENDMENT**

#### **13.1 Recitals and Exhibits.**

The recitals and exhibits to this Agreement are hereby incorporated herein as an integral part of this Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibit, the terms and provisions of this Agreement shall control.

#### **13.2 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.

#### **13.3 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.

#### **13.4 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.

#### **13.5 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, including the Term Sheet that forms a part of the Charter Contract, are superseded by this Agreement.

#### **13.6 Modifications and Amendments; No Parol Evidence.**

This Agreement may be altered, changed, added to, deleted from or modified only by agreement in writing approved by the Board of Trustees and by AF's Board of Directors. Accordingly, no course of conduct or custom shall constitute an amendment to 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.

#### **13.7 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.

#### **13.8 Negotiated Agreement.**

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

### **14. MISCELLANEOUS**

#### **14.1 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.

#### **14.2 No Third Party Beneficiary Rights.**

With the exception of the Authorizer and RIMA, 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 AF in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

#### **14.3 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.

#### **14.4 Assignment.**

This Agreement, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntarily or involuntarily without the prior written consent of the other Party; provided, however, that AF may assign its rights and obligations under this Agreement to a State not-for-profit organization that is (1) related to AF by legal, beneficial or equitable ownership or other means of control (such as parent/subsidiary or corporations under common control) and (2) dedicated to managing charter schools in the State. 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.

#### **14.5 No Partnership.**

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

#### **14.6 Further Assurances.**

The Parties agree to execute and deliver, or cause to be executed and delivered from time to time such other documents 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.

## **15. SURVIVAL**

The provisions of Articles 2, 8, 9, 11, 12, 13 and this Article 15, Sections 3.3, 3.4, 10.6, 10.7, 10.8, 14.1, 14.2, 14.3, 14.4 and 14.5, 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 provision that is stated to extend for a specified period of time shall survive only for such specified period of time.

**- SIGNATURES ARE ON THE FOLLOWING PAGE -**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

**ACHIEVEMENT FIRST, INC.**

By: Reshma A. Singh  
Title: VP, External Relations  
Date: Nov. 29, 2012

**ACHIEVEMENT FIRST RHODE ISLAND, INC.**

By: Ayaz Tavera  
Title: Chair  
Date: Nov 29, 2012

## EXHIBIT A AF School Model

Instruction at Achievement First Rhode Island, Inc., a/k/a Achievement First Mayoral Academies (“AF Mayoral Academies”) will hinge on one audacious goal—outstanding student achievement. We believe that it is our duty to ensure that every student – no matter their background or individual developmental needs - is prepared for college, the career of their choice, and the world beyond. To support this goal, we set rigorous standards for our students and provide high-quality curriculum and ongoing professional development.

Our pursuit of college as a goal is based on considerable research about the opportunities provided by a college education and the low college attendance and graduation rates of minority students. College graduates have access to a considerably larger array of career options than non-graduates. At AF Mayoral Academies, we will work to open doors for our students – so they can be what they want to be. Without a strong foundation of education, future career opportunities narrow significantly.

College has been an elusive goal for students in Providence and other urban, urban ring, and suburban towns in Rhode Island. AF Mayoral Academies will be wholly committed to ensuring that our students gain the tools to be admitted to, excel in, and graduate from top high schools and colleges.

### **Guiding Pillars**

From Amistad Academy’s first year, the leaders of Achievement First, Inc. (“AF” or “Achievement First”) set out to systematically create an educational approach that was not dependent on a particular leader or group of teachers. The model has been refined and expanded as Achievement First has launched additional elementary, middle and high schools.

The guiding pillars of the Achievement First philosophy include:

#### 1) Unwavering focus on breakthrough student achievement

- The most important element in student success is the quality of a child’s teacher (Hanushek, et al, 1998)<sup>1</sup>. Further research demonstrates that school leaders impact student outcomes as well (Marzano, Waters, & McNulty, 2005)<sup>2</sup>. For these reasons, student performance is the lead factor in school, principal and teacher evaluation.
- Our goal is to *fully close*—not just reduce—the achievement gap (to bring our urban students up to and beyond state averages so that they are on par with suburban-level performance).
- The expectation is that every graduate will be accepted into and fully prepared to succeed in a competitive four-year college.

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<sup>1</sup> Hanushek, E.A., Kain, J.F., and Rivkin, S.G. (1998). [“Teachers, Schools, and Academic Achievement.”](#) (NBER Working Paper No. w6691), [National Bureau of Economic Research](#).

<sup>2</sup> Marzano, Robert J.; McNulty, Brian A. & Waters, Timothy. (2005) *School Leadership that Works: From Research to Results*. Alexandria, VA: Association for Supervision and Curriculum Development.

2) Consistent, proven, standards-based curriculum

- Our curriculum is aligned to the Common Core standards.
- What is taught at every grade level will be defined clearly and systematically so that success in one grade leads seamlessly to success in the next and all essential content is mastered over time. We will leverage the lessons we have learned in our New York and Connecticut schools, while simultaneously evaluating and redeploying effective strategies that are specific to the Rhode Island landscape.
- Externally validated curricula, such as SRA Reading Mastery, and curricula built over a decade of experience in urban schools, like Achievement First Math and Writing, will be consistently implemented across AF Mayoral Academies.

3) Interim assessments & strategic use of performance data

- Interim standards-based assessments (IAs) are given every six weeks in all core subjects.
- IA results are uploaded to AF's Athena, a custom-built proprietary assessment system.
- Teachers and principals spend a "data day" after each IA dedicated to reviewing individual assessments together to determine which subjects need to be taught again and creating data-driven instructional plans to work with the whole class, small groups, or individual students to address gaps in learning.
- This frequent process of review of individual student data allows teachers to assess student knowledge and adjust practice quickly, implement intervention strategies, and shift direction depending on the individual needs of students.

4) More time on task

- The typical AF Mayoral Academies day will run from 7:30 am – 4:00 p.m., providing an extra 2.2 hours of instruction every day beyond many traditional public school schedules.
- All AF schools have between 190-195 school days, with the potential for additional summer academy days for supplemental instruction, which offers more learning than the minimum 180 days prescribed in Rhode Island law.
- Within the school day, students will have three and a half hours of literacy instruction, as well as two hours of math instruction.
- The school will provide tutoring during and after school and on Saturdays for students who need extra support.
- AF Mayoral Academies students will have homework every night, ranging from an average of 30 minutes for the lower elementary students to two or three hours each night for middle and high school students. Every student will be required to do at least 20 minutes of independent reading every night, with the parent signing a required reading log.

5) Principals with the power to lead

- The principal will have total control over hiring, evaluation and termination of all employees.
- The principal, in conjunction with the AF Mayoral Academies Board of Directors and Achievement First, will set the annual budget so as to best meet student and school needs.

6) Increased supervision of the quality of instruction

- The school will have a site-based Director of School Operations who will handle most non-instructional issues (state reporting, busing, food service, field trips, facility, etc.), thereby freeing up the principal to spend almost all of his or her time focused on instruction. In addition, the Director of School Operations and the principal will be supported by AF's efficient, high-quality start-up and back office (Network Support) services.
- Starting in the first year, the principal is supported by a full-time Dean of Students, who will take the lead on student discipline issues and parent involvement, and a full-time Academic Dean, a second instructional leader, who supports the principal in the coaching of teachers, analysis of instructional data, and planning of staff development.
- With both the principal and Academic Dean focused on coaching teachers, each will have a caseload of no more than 10-15 teachers. Working with this manageable group, these leaders will be able to devote significant attention to the professional growth of each teacher. Both leaders will spend at least three hours a day in classrooms, doing walkthroughs of all the classes and at least one full-class informal observation a day. With extensive informal observations and regular data analysis conversations, the principal will complete a comprehensive evaluation of every teacher's performance two times a year.

#### 7) Aggressive recruitment and development of talent

- AF firmly believes that the quality of the teacher in the classroom is the most important driver of student success. The AF approach to talent development ensures that we employ and develop teachers who have proven effectiveness in previous positions and have the training and support to succeed.
- The quality of principals and school leaders is the most important driver of teacher success.
- AF's central Network Support office will devote considerable resources to finding great teachers (one full-time recruiter, in addition to the principal, for every 25-30 teachers who need to be hired). The comprehensive recruitment strategy includes extensive advertising, outreach to organizations like Teach for America and top schools of education, as well as an overall "leave no stone unturned" approach.
- Compensation for every staff member will be performance-based and driven by his/her contribution to the mission. Our nationally-recognized "Career Pathways" initiative is creating additional compensation and rewards for high-performing teachers and school leaders. Now in its pilot year, this program offers new ways for teachers to be incentivized by great performance and promoted to levels of further responsibility and recognition.
- AF Mayoral Academies teachers will be eligible to participate in AF-wide programs to "grow" our teacher and leader talent, such as the AF Leadership Fellowship.

#### 8) Disciplined, achievement-oriented school culture

- The AF Mayoral Academies will be structured schools with high expectations for student conduct (REACH values). The staff will create and maintain an achievement-oriented culture where it is cool to be smart and to treat other people well.
- Great behavior and good character will be taught and practiced as explicitly as math instruction.

9) Rigorous, high-quality, focused training for principals, teachers and staff

- Teachers and leaders undergo extensive training in best practices.
- AF Mayoral Academies' principals will spend 1-2 years in training to further develop their leadership skills. This "residency" will include a significant amount of hands-on experience coaching teachers, analyzing data and refining the curriculum at an existing AF school and extended visits to other high-performing schools
- All teachers will receive more than three weeks of high-quality training before the school year starts and then ongoing training (two hours every Friday, as well as one day every other month).

10) Parents and community as partners

- Through symbolic "contracts" signed at the beginning of each school year, each AF Mayoral Academies will form a three-way partnership—students, teachers, parents—that will work as a team to achieve academic breakthroughs and ensure that no student falls through the cracks.
- The AF Mayoral Academies will work with the broader Providence and Rhode Island communities to access resources that will enable our students to succeed at the highest level.
- As has been evident in the Blackstone Valley Mayoral Academies, the role that mayors play in governance of Mayoral Academies can facilitate a vital, ongoing, community-wide conversation about the importance of high-expectations in public schools. Through their mayors and the public board, the enrolling communities will have a meaningful and impactful connection to AF Mayoral Academies.

## **Curriculum & Instruction**

At AF Mayoral Academies, our core academic program will be based on Common Core standards, and our curricula in all academic areas will ensure that all students reach grade-level mastery.

At the elementary level, AF Mayoral Academies will focus on helping students develop a strong foundation of academic and social skills. With the understanding that reading and writing are fundamental to academic success, scholars will spend a significant amount of time engaged in a carefully crafted reading/literacy curriculum and build from foundational reading skills. The individual needs of students will be met through the extended school day, and an array of intervention strategies. The school's Academic Dean will work closely with teachers to ensure that they have a variety of tools and significant coaching and support to accomplish academic and other goals. AF Mayoral Academies will use high-quality curricula to advance scholars towards critical math, science and history standards; regular intervals of assessment and data analysis provide teachers with diagnostic feedback on their progress. Social skills and good habits are taught and practiced so that every elementary student understands and lives by our mantra "Work Hard. Be Nice." By the end of fourth grade, all our students will have the basic academic skills necessary to leap ahead and be prepared for dramatic gains and success in middle school and high school.

Achievement First Team Teaching and Learning, part of the central Achievement First Network Support team, will be responsible for building unit overviews and suggesting curricular frameworks to meet the requirements of AF schools and will adjust the curriculum for new developments in content and innovations in pedagogy.

## **Curriculum Objectives and Descriptions**

### English Language Arts:

Literacy is an indispensable building block upon which learning in any discipline is built. In recognition of this, elementary scholars will spend almost four hours a day on reading and writing activities, gaining a solid foundation in phonics and reading comprehension. At the K-2 levels, literacy instruction will focus on helping scholars develop strong reading skills that are essential for later reading and academic success. Specifically, teachers will focus on phonemic awareness, phonics, decoding skills, and fluency using SRA Reading Mastery, Word Work, and teacher-created curricular materials. Scholars will also participate in a reading comprehension block, where teachers frequently engage students with a read-aloud and scholars practice comprehension strategies. Guided reading groups/ small group instruction will enable teachers to meet the individualized needs of scholars. Writing curriculum will be based on the work of Lucy Calkins as well as the Empowering Writers, a CT-based publisher of research-based reading and writing curricula.

To assess progress in literacy, AF Mayoral Academies will implement the STEP assessment, a literacy assessment tool created by the Urban Education Institute (UEI) at the University of Chicago, to help track student progress and diagnose areas of concern. AF Mayoral Academies will also utilize AF's program of internal assessments, described below in this section of the application.

Beginning in grade 3, a rigorous curriculum will enable scholars to build on their understanding of the structures of literature, oral language skills, knowledge of concepts of print, and reading stamina. Third and fourth grade scholars will have a 90-minute reading block each day, where they will work on key reading skills by reading novels and producing written responses to text. Scholars will also have a 50-minute writing block and a 20-30 minute independent reading class during which each teacher will work to get all of her students to be avid, active readers. The reading teacher will select (and enables students to select) appropriate books to inspire students to read and monitor their independent reading. This in-school independent reading will be supplemented with 20 minutes of required independent reading at home every night. Scholars will complete an independent reading journal, and a parent/guardian will be required to sign off on the child's reading log indicating that they supervised the reading.

AF Mayoral Academies will assess scholars' reading levels using the nationally-normed DRP test. In addition, AF uses Fountas and Pinell assessments as an initial diagnostic to gauge each student's reading level and to set ambitious growth goals for each student. AF Mayoral Academies will assess students at least twice more during the academic year to gauge progress toward this goal—once in January and again at the end of the year. For all students who are reading below grade level, AF supplements with two additional assessments (November and April) as a way of tracking and celebrating progress with our struggling students.



### Social Studies:

Research has shown that one major reason that urban students score lower on reading tests is that they lack background knowledge. When one reads a text, he or she must know how to decode the words and how to analyze text; to truly understand the text, however, one must also know the basic vocabulary and contextual information the author assumes his or her readers understand. For this reason—and the importance of our students understanding the world around them—it is essential that students receive a rich and rigorous education in the social studies.

The AF Mayoral Academies social studies curriculum will be aligned with the standards of the National Council of Social Studies. Curricular units will focus around citizenship, society (and the individual's place within it), geography, local communities, communities around the world, and US History.

### Mathematics:

Achievement First math lessons in grades K-1 use TERC Investigations, a highly effective curriculum for laying a strong foundation of conceptual understanding. In grades 3-4, AF suggests the Envisions math program for its schools. These curricula are supplemented with basic fact practice and procedural computation. By the end of second grade, all AF Mayoral Academies students will be skilled in “automaticity” with basic addition and subtraction, as well as basic geometry and operations with three and four-digit numbers. By the end of third grade, students will be performing multiplication and division within word problems, and basic graphing. Moreover, students are expected to complete academic skills as specified by standards to 95 percent accuracy. Teachers require students to apply this strong, basic skills knowledge in challenging problem-solving situations. The AF Math curriculum recognizes that students need both basic fact knowledge and automaticity with procedural computation as well as deep understanding of conceptual concepts and the ability to solve complex mathematical problems. Math at all grade levels follows a structured plan designed for maximum success.

For older scholars, the first five minutes of class and all homework assignments may include cumulative review. Teachers then use the daily lesson structure of I-We-You: modeling a new concept or skill, solving problems with students during guided practice and then allowing students to independently tackle problems. These concepts are introduced in a set sequence, emphasizing both step-by-step approaches and explanations for all mathematical processes. At the end of each class teachers administer a daily “exit ticket” that assesses how well students mastered the day's lesson to inform the next day's instruction. There are also daily sections for basic facts review and problem solving. In addition to following this lesson structure, teachers seek to create supportive and challenging classrooms that engage students as they tackle increasingly complex material.

### Science:

At the elementary level, AF Mayoral Academies will use the FOSS Science curriculum, which was developed at the Lawrence Hall of Science at the University of California at Berkeley. This

curriculum is aligned to the National Science Education Standards (NSES)<sup>3</sup>, and provides robust assessments to track student progress towards mastery on these essential standards.

#### Physical education:

In 2003, the US Surgeon General declared obesity to be “the fastest-growing cause of disease and death in America” also noting that it is “completely preventable.”<sup>4</sup> AF Mayoral Academies will offer a robust physical education curriculum that teaches students how to keep a fit and healthy lifestyle, which is important to teaching and learning as well as to each individual student’s well-being. All children will have physical education classes during their entire tenure at AF Mayoral Academies.

AF Mayoral Academies physical education teachers will use the CATCH-PE curriculum. This curriculum features using continual motion and P.E. games to build athletic skills and an appreciation for lifelong fitness. In addition, they will also teach students how to play different sports and games as well as reinforcing messages about nutrition, teamwork and fair play.

#### Spanish:

Scholars attending AF Mayoral Academies students will receive a foundation in basic Spanish. Achievement First’s goal is for every student to be fluent and proficient in Spanish by the time they graduate from high school; a strong foundation with a second language in elementary school is a major step toward achieving this goal.

#### Music:

The AF music curriculum is focused on music literacy and appreciation, and has a strong performance component. Students will learn to play an instrument and read music during the school day, and the curriculum will follow the standards and goals of the National Association for Music Education (NAME). AF Mayoral Academies will offer additional music opportunities through after school enrichment programs.

#### Technology:

AF Mayoral Academies believes that students need to be technologically literate; that is, they need to know how to use the computer in the ways that professionals do daily. We also believe that the computer can be an instructional aid. Especially in the lower grades, students will use computer-based learning programs to master material. All K-2 students will use the Waterford Early Reading System for 20 to 30 minutes daily. Developed by the non-profit Waterford Institute, this program is designed to take students from emergent reader status to the 4 to 5 grade level in reading.

### **Sharing Curriculum and Best Practices**

Achievement First shares its outstanding supplemental resources such as model units, teaching tools and assessments. AF’s “Resources” website is designed to share curricular and professional

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<sup>3</sup> <http://www.nsta.org/publications/nses.aspx>

<sup>4</sup> <http://www.surgeongeneral.gov/news/testimony/obesity07162003.htm>

development resources to the broader education community. The Resources page can be found at: <http://www.achievementfirst.org/resources/login/>

## **Non-Learning Standards Curriculum: REACH**

AF Mayoral Academies will share Amistad Academy’s positive, structured, no excuses school culture. In addition to academics, the school’s mission calls for teachers to help develop the character and leadership skills of students. Following Amistad Academy’s successful character education program, all schools have clear, school-wide expectations for student behavior that are defined by five REACH values (Respect, Enthusiasm, Achievement, Citizenship and Hard Work). The simple acronym, which students will hear and see everywhere and all the time at AF Mayoral Academies, makes it easy for teachers, students, and parents to remember and communicate what is expected of an AF Mayoral Academies student. Teachers will help students to clearly define what each REACH value looks like, sounds like, and even feels like in terms of the specific, observable behaviors (outlined in the REACH rubric found in **Exhibit 2**).

As with academics, behavioral standards are set high. Under the terms of REACH, it is not be enough for a child to simply stay out of trouble. Students have affirmative responsibilities, such as participating actively in class, wearing their uniform with pride and helping classmates who are having trouble. The REACH rubric is also designed to be grade-specific, and older students will be expected to behave even better than younger students; our belief is that just as children should progress in reading, writing, and math, they should progress in their behavioral/REACH skills.

Behavior is thought of in the same way as academics—it must be taught. Effective behavior instruction, like effective academic instruction, is modeled, practiced, and reinforced. Teachers work with students to visualize how an activity should look and model the desired behavior. Students then practice the model, and are provided with meaningful, positive, corrective feedback. Among other skills, we explicitly teach our students how to shake hands, sit properly, walk in lines, clean up after themselves, make eye contact, and say “please” and “thank you.”

The AF approach to student behavior is overwhelmingly positive. While there are clear, strict consequences for poor behavior at AF, research finds that positive recognition of good behavior is more likely to fundamentally improve student behavior. AF teachers work to recognize all students for their accomplishments, even if they are small. Both achievement of high standards and improvement are celebrated with students and parents. Achievement First schools hold regular REACH Circles, where student success is celebrated and the REACH values are reinforced. Students regularly receive “posi-notes” congratulating them on a particular area of success. Parents also regularly receive positive phone calls from teachers.

## **Instructional Methodology**

At the heart of our instructional success are the AF Essentials of Effective Instruction—10 hallmarks of high-quality teaching that every teacher is trained in and evaluated on throughout the year. Among these crucial strategies are the development of bite-sized, measurable,

standards-aligned classroom objectives for every lesson, and consistent, clear modeling of both new behaviors and new academic skills in an I-WE-YOU format (for more details on the 10 Essentials, please see below, and in **Exhibit 3**).

However, good pedagogy alone is not enough—teachers need the tools and information to drive every student towards clear, standards-aligned objectives. To this end, we will employ a robust series of interim assessments developed for the Achievement First network that will strongly correlate to NECAP exams, and are housed in a home-grown technology-based platform that has received national recognition for its utility and direct connection to instructional practice. AF Mayoral Academies will use this wealth of data to drive curriculum and instruction.

The outline below lists the AF 10 Essentials of Effective Instruction.

- 1) Great Aims
  - Rigorous, bite-sized, measurable, standards-based objective(s)
- 2) Assessment of Student Mastery of the Aims
  - Exit Ticket /Assessment
  - Student Mastery
- 3) Content-Specific Knowledge and Strategy
  - Content Knowledge/Right Strategy
  - Pacing and Urgency
- 4) Modeling / Guided Practice (I/We)
  - Mini-lesson
  - Guided Practice/Declining Scaffolding & Guidance
  - Visual Anchor
  - Check for Understanding
- 5) Sustained, Successful Independent Practice (You)
  - Many successful “at bats”
  - Read, Baby, Read!
- 6) Classroom Culture
  - High Expectations, Clear Routines
  - Joy Factor
  - Students Own It
  - Teachable Character Moments
- 7) Student Engagement
  - 100 percent
  - Engagement Strategies
- 8) Academic Rigor
  - Teacher Talk–to–Student Work Ratio
  - Planned, Rigorous Questioning
  - Top-Quality Oral Responses
  - Top-Quality Student Work
- 9) Cumulative Review
  - Systematic and Successful Review of Previously Mastered Skills
- 10) Differentiation

- The Needs of Every Student Are Met

### **Instructional Consistency**

AF Mayoral Academies will not be comprised of a set of isolated and idiosyncratic classrooms, governed by the different decisions of individual teachers. Instead, it will be supported by a coherent instructional model that has been built with the skills and insights of a talented team of teachers. Across every classroom, there will be common curricula, strategies, systems and templates. Such consistency greatly aids the learning process of students, the professional development of teachers, and the refinement of proven instructional practices. For example, all classes use the AF Lesson Plan, as it has been modified for each subject. Teachers of certain subjects—chiefly reading and math—use a common bank of terms and definitions to ensure that students have a consistent understanding of the key vocabulary from year to year.

### **Research-Based Lesson Plan Formats**

All classes at AF Mayoral Academies will follow a research-based lesson plan format. These lesson plans build on an understanding of the phases of learning. In order to truly master a concept, students go through the following stages: acquisition, fluency, maintenance, generalization and adaptation. Our lesson plan format is built around this knowledge. While students are acquiring new information, they are using cumulative review to build fluency and maintain the skills they have. Once a group of skills is mastered, the students are able to adapt the skills to other settings and content areas. Although the format varies for each class (for example, the math lesson plan includes basic facts review while the writing lesson plan includes a grammar section), all lesson plans share a similar format briefly summarized below. Please find a sample Achievement First lesson plan in **Exhibit 4**.

<b>LESSON PLAN FORMATS</b>			
<u>General</u>	<u>Writing</u>	<u>Reading</u>	<u>Mathematics</u>
1. Quick Questions	1. Quick Questions	1. Quick Questions	1. Quick Questions
2. Aim and Agenda	2. Review Aim/ Agenda	2. Aim and Agenda	2. Aim and Agenda
3. Interesting Idea	3. Journal	3. Vocabulary	3. Problem of Day
4. Lesson	4. Grammar Mini- lesson	4. Before Reading	4. Basic Facts Review
5. Summary	5. Grammar Practice	5. During Reading	5. Other Review
6. Class Points	6. Writing Lesson	6. After Reading	6. Lesson
7. Homework	7. Summary	7. Class Points	7. Summary
	8. Class Points	8. Homework	8. Class Points
	9. Homework		9. Homework

Teachers will use the AF lesson plan format to plan daily lessons. When implemented effectively, the plan leads to a fast-paced, multi-modal lesson. As seen above, a lesson using the AF General Lesson Plan Format has eight sections within a 65-minute class. The framework pushes teachers to move quickly from section to section, keeping students' attention. Moreover,

AF trains teachers to vary the modality of the instruction. For example, a typical lesson might have the following modalities:

<u>Lesson Section</u>	<u>Lesson Modality</u>
Quick Questions	(student-led)
Aim and Agenda	(teacher-directed)
Cumulative Review	(call-and-response verbal, kinesthetic-based game)
Interesting Idea/Hook	(short video-clip or read aloud)
Lesson	(teacher-directed followed by small group work)
Summary	(think-pair-share groups)
Class Points	(discussion)
Homework	(teacher-directed)

**Multi-Modal Example:  
Rap, Rhythm, Rhyme**

Inspired by the work of master educator Harriett Ball, AF incorporates rap, rhythm, and rhyme as a key component of lessons. Not only does this multi-modal technique encourage student mastery, it makes learning engaging for students. Harriett Ball writes:

“(My techniques) weave the state objectives/proficiency skills into multi-sensory (whole-body) teaching. Multi-sensory teaching, often referred to as mnemonics, is an effective way to teach students who do not perform well with traditional teaching techniques. Most children need to move and respond to learn optimally. Our usual teaching techniques—textbooks, paper, blackboard—emphasize the visual and auditory, and minimize verbal feedback, student demonstrations, and movement. Students learn most naturally and best through play, songs, patterns, movement, imitation, imagination, and rhythm. In short, active involvement produces mastery, holds attention, increases stamina, and builds self-esteem.”

**Harriet Ball’s  
“Read, Baby, Read” Chant**

**Read, Baby, Read**

(Stomps and Claps – 4X)  
 You’ve got to Read, Baby, Read  
 (Say What?)  
 You’ve got to Read, Baby, Read

The more I read, the more I know  
 The more I know, the more I grow  
 The more I talk, the less I know  
 Because knowledge is POWER  
 and POWER is MONEY  
 And I want it ... Umph!

You’ve got to Read, Baby, Read  
 You’ve got to Read, Baby, Read

No need to HOPE for a good paying job  
 With your 3rd grade skills  
 You can’t do anything but rob  
 You’ve got to READ, Baby, Read

You’ll rob your mother, you’ll rob your friends  
 Don’t you know you can LEARN?  
 Don’t you know you can WIN?  
 You’ve got to READ, baby, read  
 You’ve got to READ, baby, read  
 You’ve got to READ, baby, read

Part of Ms. Ball’s magic, which has worked to great effect at Amistad Academy, is the use of

motivational chants and songs to get students ready to learn. One such song named *Read Baby Read*, featured above, is performed with student hand motions and movement.

### **Student Support**

Since our theme is college preparation, everything we do is in service of high academic achievement. Our instructional program, assessment system and intervention mechanisms are all designed to make sure that all students do extremely well on state assessments and other measures of student success and growth.

The Interim Assessments (IAs) will be an integral part of ensuring that no child falls through the cracks. Since the IAs are given every six weeks, we are able to quickly identify students who start the year behind, and also to determine which standards are vexing particular students. Students who do not perform at the proficient level on an IA will be required to come for breakfast and/or after school tutoring.

Tutoring sessions will focus on the particular standards with which a student is struggling. Students who need additional decoding/fluency skills receive intensive instruction using the SRA Corrective Reading Decoding program, which has been shown in research to have positive effects on reading fluency<sup>5</sup>. It explicitly teaches sound-symbol relationships, and it helps students increase the rate and accuracy with which they read.

In addition to the intensive tutoring program, we run intervention programs in each grade level for students performing below the proficient level on the NECAP assessments and our own internal IAs. Since all students are expected to reach the same high standards with the right tools and support, intervention is a necessary part of a student's academic program. Students in the intervention program receive intensive instruction in smaller classes (15 or fewer students) from an experienced teacher. Teachers at the AF Mayoral Academies will work to ensure that students have access to the essential "core plus" instruction they will need to succeed. Some students are successful with minor and infrequent interventions while others—some English Language Learners and special education students, for example—may need more substantial interventions to meet the same rigorous standards. The school's paradigm is that 100 percent of students must meet the standards, so each must to receive the level of support he or she will need to achieve.

### **Student Discipline: Policies and Practice**

At AF Mayoral Academies, we will have exceptionally high standards for student conduct. From the moment AF Mayoral Academies students board their buses and all through the day, they will act in a way that befits an AF Mayoral Academies student—respectful of themselves and others. Such student behavior will not happen by chance, it will result from consistent, focused efforts by AF Mayoral Academies staff—planning, teaching, practicing, and reinforcing positive behaviors.

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<sup>5</sup> Evidence from US Dept of Ed's *What Works Clearinghouse*: [http://ies.ed.gov/ncee/wwc/reports/beginning\\_reading/cr/](http://ies.ed.gov/ncee/wwc/reports/beginning_reading/cr/)

Clear and consistent expectations will be at the center of our school culture. Behavior expectations will be common from classroom to classroom. In general, all AF Mayoral Academy students will look sharp in their uniforms; learn and practice common courtesies like please, thank you, and proper greetings; practice good table manners at breakfast and lunch; and learn how to chat quietly with friends. In class, all AF Mayoral Academies students will sit at their desks and SLANT—Sit up straight, Listen, Ask/Answer questions, Nod, Track the speaker.

While a strong, productive culture will be the foundation of student discipline, we will use several different approaches to manage inappropriate behaviors. AF Mayoral Academies teachers will be trained in an array of student discipline techniques. They will identify and address the antecedent causes of behavior; learn to manage minor classroom disruptions; and teach the common routines and behaviors necessary for our students to be successful. The AF Mayoral Academies advisory system will enable teachers to build strong, supportive and respectful relationships with students. Teachers will use the AF REACH values—Respect, Enthusiasm, Achievement, Citizenship, Hard Work—as opportunities for teachable moments and positive reinforcement. Frequent parent contacts will provide opportunities for teachers and parents to work together to solve any behavior problems that occur.

AF Mayoral Academies' s high expectations will be crystal clear to our students, and poor behavior choices will be addressed quickly and effectively with PIC—Persistence, Insistence, and Consistency. We will establish a positive, caring, warm-demanding atmosphere where students feel safe and successful.

At all of its schools, AF strives to prevent behavior problems through positive reinforcement of good behaviors instead of negative reaction to bad behaviors. Nevertheless, we believe that students must know that bad behaviors have costs. Teachers use a range of lower-level consequences (non-verbal cues, conferencing with student, loss of privileges) before resorting to more serious consequences. Certain specific offenses result in in-school suspension while other more serious violations may result in out-of-school suspensions. Only the most egregious violations—those that put students and/or the school in grave physical danger—will be considered grounds for expulsion. The Board must approve any student expulsion in accordance with the Board-approved discipline policy. Expulsion may only take place after a hearing of a designated panel of the Board of Directors. AF Mayoral Academies will be guided by the laws set forth in RIGL 16-21-21.

Students who are suspended will be required to make appropriate amends for their actions before being welcomed back into our community. Suspended students will also be responsible for making up all missed work within an agreed upon timetable.

### **Code of Conduct**

AF Mayoral Academies will provide a safe and structured environment that promotes students' academic and social development. The school's disciplined environment is largely responsible for the school's academic success. Students who fail to meet the clearly defined standards for appropriate and acceptable conduct are not allowed to disrupt the education of others. Students are held accountable and face clear consequences for violating the school's rules.



## **Disciplinary Offenses**

A disciplinary offense is a violation of the Code of Conduct that occurs while the student is: at school and/or on school grounds; participating in a school-sponsored activity; walking to or from school or a school-sponsored event; walking to or from, waiting for, or riding on school-provided transportation; or walking to or from, waiting for, or riding on public transportation to and from school or a school-sponsored activity. School-related disciplinary offenses may also include serious misconduct outside the school where evidence exists that the student's continued presence would have a substantial detrimental effect on the school.

Disciplinary offenses result in consequences subject to the discretion of the principal or their designee and may include loss of Scholar Dollars, detention, community service, loss of school privileges, Homework Center, Saturday Detention, in-school suspension, out-of-school suspension, and expulsion. Any breaches of state or federal law may be handled in cooperation with local law enforcement agencies or other authorities.

### **Procedures for Disciplinary Action: Consequences other than Suspension or Expulsion**

If a student commits an offense that calls for the assignment of a time-out, detention, community service project, Saturday Detention, or other in school disciplinary action (other than in-school suspension), any staff member may impose an appropriate consequence. When this occurs:

- The staff member addresses the conduct and assigns an appropriate consequence;
- The staff member may refer the matter to the principal for review and possible additional disciplinary action;
- The staff member may call the parent or guardian of the student;
- Consequences are implemented at the discretion of this staff member;
- If necessary, the student is removed from class;
- Students are responsible for transportation home when they are assigned to detention or Homework Club and for transportation to and from Saturday Detention; and
- If the incident is not resolved or occurs again, further disciplinary action is taken; a parent or guardian may be required to meet with the principal or his/her designee(s) regarding infractions prior to a student's return to school.

### **Procedures and Due Process for Disciplinary Action: Short-Term Suspension**

If a student commits an offense that calls for short-term suspension (10 days or less), the student is afforded the due process rights required by *Goss v. Lopez*, 419 U.S. 565 (1975). Such student is subject to the following:

- If necessary, the student is immediately removed from class and/or school;
- The student is entitled to respond to the charges against him/her;
- The principal or his/her designee addresses the conduct and assigns an appropriate consequence;
- The parent/guardian is notified by the principal or his/her designee; and

- A parent or guardian may be required to meet with the principal or his/her designee(s) regarding infractions prior to a student's return to school.

Should a suspension from school transportation amount to suspension from attending school because of the distance between home and school and the unavailability of alternative transportation, the school will make appropriate arrangements for the student's education.

### **Procedures and Due Process for Disciplinary Action: Long-Term Suspension or Expulsion**

If a student commits an offense that calls for long-term suspension (more than 10 days) or expulsion, the following steps are taken:

- If necessary, the student is immediately removed from class and/or school;
- The parent/guardian is notified by the principal or his/her designee;
- The school sets a hearing date; the student and/or his parent/guardian are notified in writing of the:
  - charges and a statement of the evidence;
  - date, time, and place of a hearing; and
  - notice of the right at the hearing to be represented by legal counsel (at the student's/parent's own expense), present evidence, and question witnesses;
- After hearing the case, the principal or his/her designee issues a written decision to be sent to the student, the parent/guardian, the school's Board of Directors, and the student's permanent record;
- Any student who is expelled or given a long-term suspension (more than 10 days) has the right to appeal the decision in writing to the Board of Directors within 10 days of the date of expulsion;
- Any appeal is heard, at the discretion of the Board Chairperson, by the full Board of Directors or by a Board subcommittee (of one or more Directors designated by the Board Chairperson); in such a case, the school sets a hearing date and the student and/or his/her parent/guardian are notified in writing of the:
  - charges and a statement of the evidence;
  - date, time and place of a hearing; and
  - notice of the right at the hearing to be represented by legal counsel (at the student's/parent's own expense), present evidence, and question witnesses.

Further clarification and description of AF's due process procedures for students requiring disciplinary action can be found in the sample AF Family Handbook, pages 21-25 (**Exhibit 5**).

### **Due Process Procedures for Parents**

Further information regarding procedures for parents who wish to make a formal complaint about a school policy or the action of a staff member can be found in the AF Parent/ Guardian Complaint Policy, provided in **Exhibit 26**.

### **Alternative Instruction**

AF Mayoral Academies will provide alternative instruction to students who have been recommended for expulsion, or have been suspended in or out of school, within 24 hours of such suspension or expulsion, while awaiting a determination by the Board of Directors. The alternative instruction will begin no later than the day after the determination is made to expel a student. The alternative instruction will occur during the school day at the student's home or the nearest public library. This alternative instruction will continue for the duration of the time the student awaits disposition on his or her expulsion hearing. The school will provide alternative instruction to expelled students to the extent required by law.

### **Record-Keeping**

AF Mayoral Academies will maintain written records of all suspensions and expulsions, including the name of the student, a description of the offending behavior, the disciplinary action taken, and a record of the number of days a student has been suspended or removed for disciplinary reasons.

### **Discipline Policies: Students with Disabilities**

In addition to the discipline procedures applicable to all students, various procedures are applicable to students with disabilities. A student not specifically identified as having a disability by their school district of residence or AF Mayoral Academies prior to the behavior which is the subject of the disciplinary action, but has a basis of knowledge—in accordance with 34 CFR 300.527(b)—that a disability exists may request to be disciplined in accordance with these provisions. AF Mayoral Academies shall comply with sections 34 CFR 300.519 through 34 CFR 300.529 and the procedures set forth within federal law and regulations governing students with disabilities.

AF Mayoral Academies shall maintain written records of all suspensions and expulsions of students with a disability including the name of the student, a description of the behavior engaged in, the disciplinary action taken, and a record of the number of days a student has been suspended or removed for disciplinary reasons.

### **Dress Code Policy**

AF Mayoral Academies students will be required to wear uniforms. These uniforms will serve several purposes:

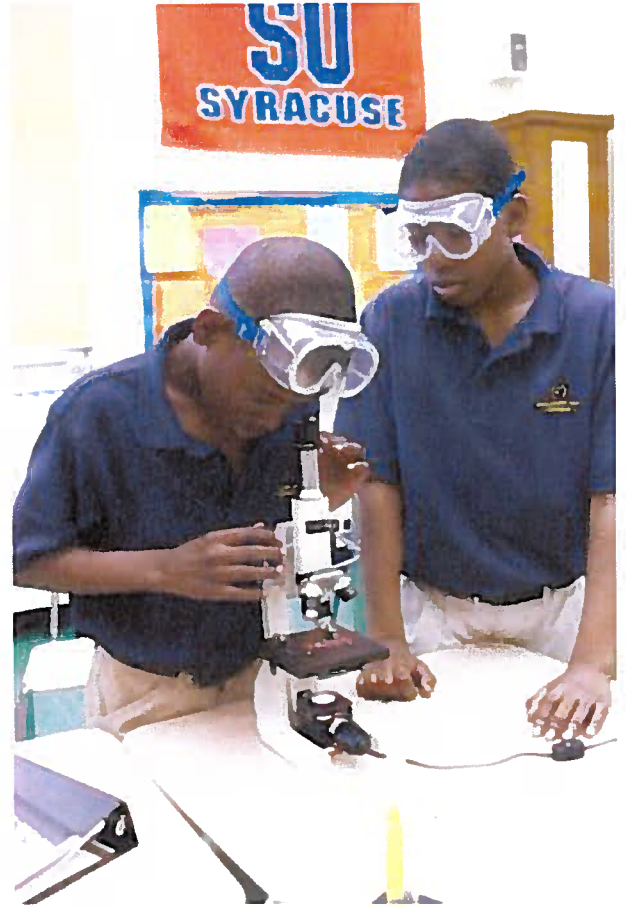
- They will denote and symbolize our students' identities as part of a special group of children of whom great things are expected;
- They will relieve financially strapped parents of the burden of purchasing an entire wardrobe of school clothing and minimize the differences in economic background between children;
- They will reduce the stress level associated with children's desires to keep up with expensive fashion trends; and
- They will minimize distractions to learning in our school.

With few exceptions, students will be required to wear their school uniforms at all times when at school. Students must also wear their uniforms as they travel to and from school. There may be occasions during which students will be permitted to dress down for certain field trips or school activities. Students will be given specific dress guidelines for these activities. Students will not be admitted to class if they arrive in attire that does not meet the requirements of the school uniform policy. In such cases, the student will wait in the school office until a family member can bring them the appropriate clothing.

We will make the requirements of our uniform policy clear to parents in information sessions before and after our lottery. It will also be clearly delineated in the school's Family Handbook. Following our lottery, families new to the school will receive information from the school regarding the costs of and procedure for ordering uniforms. While part of the intent of our uniform policy is to alleviate financial pressure on parents to buy their children the latest fad clothing for school, there may be instances in which families truly cannot afford to buy uniforms. No student will be denied access to the school because a family cannot afford to purchase the uniform. AF Mayoral Academies will keep reserves on hand to assist families who cannot afford uniforms. We have identified Donnelly's as a cost-effective and reliable uniform vendor in Rhode Island. Families will be able to purchase uniforms prior to and throughout the school year.

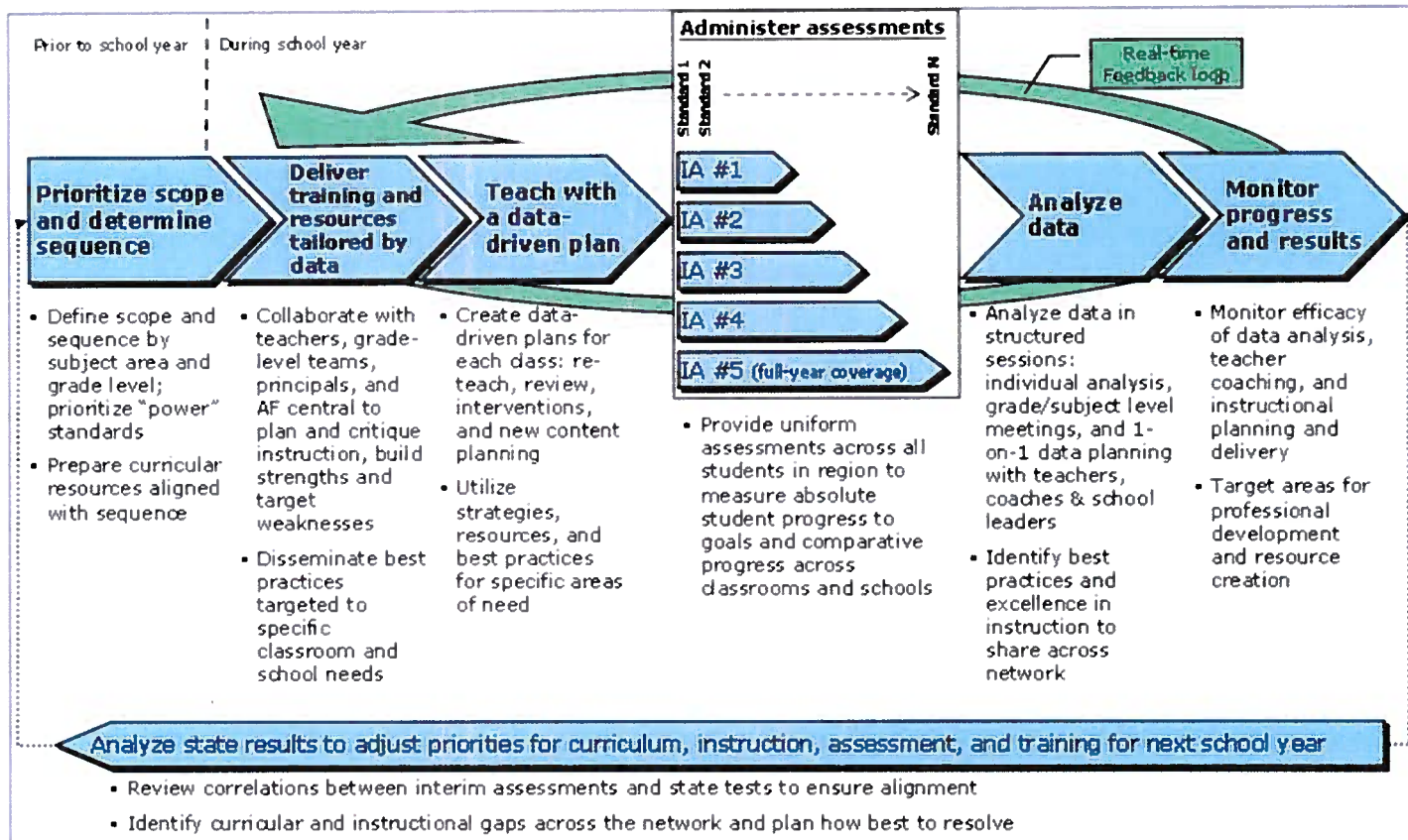
Attached please find pictures of elementary school students at Achievement First Crown Heights and Achievement First Endeavor Charter Schools in Brooklyn, NY wearing uniforms similar to the uniform proposed for AF Mayoral Academies.

**AF Mayoral Academies  
Proposed Student Uniforms**



**3. Assessment System & Data-Driven Instructional Decision Making**

All AF Mayoral Academies students will complete a series of academic assessments when they first arrive at the school. Students take reading assessments such as the DRP to gauge general reading level and vocabulary knowledge. They also take a test of Oral Reading Fluency and reading comprehension. For math, we use our own internal interim assessments to help ascertain the skill level of our students. We will use the yearly NECAP tests as further benchmarks for progress. Teachers use other assessments (FOSS Science, History Alive!, Fountas & Pinnell) on an ongoing basis to guide their instruction in particular courses. However, the centerpiece of our data-driven instructional strategy will be the sequence of AF-created interim assessments (IAs).



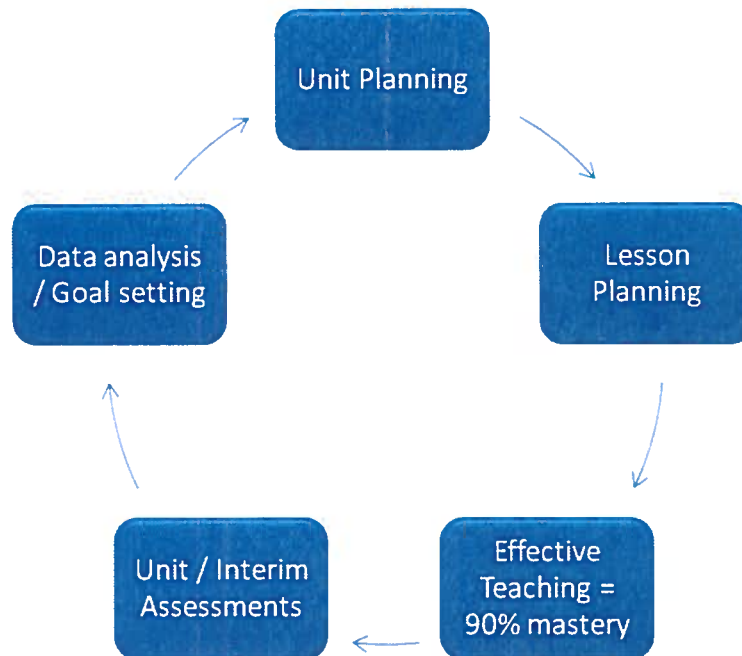
In designing our interim assessment system, we were inspired by the lessons of Wendy Kopp, the founder of Teach for America. She noticed, while visiting schools, that many teachers who were praised by their principals as “engaging” were not producing significant student achievement gains. In other words, it wasn’t always the most dynamic or charismatic teacher that was getting the best results. One such teacher was an elementary teacher named Anthony. Kopp writes:

When I asked Anthony what he thought was distinguishing his performance so dramatically from that of the other corps members, he told me that he entered the year with very high expectations and a clear sense of what he wanted the students to learn. . . . Anthony had well-defined targets for his students’ performance. His clear, measurable goals drove all of his decisions. . . . [He was] on a mission to

move his students forward. A few minutes after entering his class/room, I always sense something special at work. There is an urgency among students and teacher.

We believe that our interim assessment system helps teachers keep their eyes on the prize: Student mastery of clear standards. We view IAs as a tool to help teachers use data strategically to inform instructional decisions and ensure student mastery. IAs are used school-wide and they help us make sure that all students have mastered the material in the curriculum.

The IA process at AF Mayoral Academies will begin with the clear definition in each subject and grade level of the academic performance standards each scholar must master in order to be prepared for the state test and for the subsequent grade level. We have developed a comprehensive scope and sequence for each grade and core subject. At the beginning of each academic year, school support coaches (AF's superintendent and assistant superintendents) work with principals to set student achievement goals for the year based on the prior year's outcomes and what progress is still needed to reach the school's performance targets.



Schools and teachers have some latitude in determining how best to instruct their scholars and which specific curricula they may adopt to do so. Five times per year (roughly every 6 weeks), all scholars at an AF Mayoral Academies will complete an IA that measures proficiency levels on the standards that are to be mastered at that point in the school year. These assessments, created by AF's Teaching and Learning Team, are uniform across all of our schools in a given region (e.g. all New York 5<sup>th</sup> grade math students) complete the same IA regardless of their specific school or classroom and the same will be true in Rhode Island. Using a common assessment across the AF network will allow for the identification of areas in which certain schools are excelling and let other AF Mayoral Academies learn from them during network-wide professional development opportunities.

At the conclusion of each assessment, each school will hold a “data day” – a full day of professional development (i.e. no students) during which teachers and principals analyze their IA data, discuss instructional priorities and create “data-driven, instructional battle plans” for the subsequent six weeks of instruction. Concurrent with the school data days, the AF curriculum team reviews the IA data across the network in order to identify common instructional gaps and develop materials and/or training that our schools can use to address these shortfalls. This cycle repeats itself with each subsequent IA. Additionally, we conduct a year-end correlation analysis and debrief once state tests results are received, so we can compare performance on the state tests to the IA data.

This process is made possible and timely by AF’s home-grown, nationally-recognized online IA platform, AF Athena. AF Athena facilitates quick turnaround times that allow the assessments to immediately impact instruction, and offers powerful analytic tools in an accessible, guided format. Teachers can easily track longitudinal progress across IAs as their scholars progress towards mastery and the IA Platform provides them with a crucial tool to evaluate the effectiveness of their data-driven instructional battle plans. For example, teachers can use the Improvement Analysis report to track progress against the major elements of their data-driven plans: standards that the class reviewed to maintain mastery, standards that the teacher re-taught because the class had not yet mastered them, progress by the struggling scholars, progress for “bubble standards” (e.g. standards between 70-85 percent class proficiency), and performance on new content covered on the most recent interim assessment.



## EXHIBIT B Goals and Objectives

The Achievement First Rhode Island, Inc., a/k/a Achievement First Mayoral Academies (“AF Mayoral Academies”) are invested in strong accountability measures and applauds the Rhode Island Department of Education’s plans for common evaluation metrics for charter schools. AF Mayoral Academies will maintain rigorous internal measures that mirror the metrics proposed by RIDE (Absolute Proficiency Level, Sending-District Comparison, Similar Schools Comparison, Student-Level Growth, and ELL Growth). The AF Mayoral Academies looks forward to working with RIDE to finalize detailed accountability measures and expects to exceed the finalized metrics in all areas.

In order to assure student success we invest heavily in the power of data to track student and teacher performance. The backbone of this process is AF’s custom-built, nationally recognized Athena data system. Athena’s robust data capabilities help us to set clear, measurable benchmarks and to closely track our progress toward these goals.

All Achievement First schools take public accountability very seriously, and AF Mayoral Academies will be no different. Through published reports, surveys, external evaluators, authorizer visits, and community participation, we will invite the public to ensure that the school keeps its promises and maintains its focus on meeting the educational needs of Rhode Island’s children. Just as we expect great results from our students, we also expect great results from our schools.

Below are the details of our specific goals, which are divided into the five categories (Student Academic Achievement, Student Retention, Student Attendance, Student Behavior/Discipline, and Parent Satisfaction):

### Category 1: Student Academic Achievement

Teachers will perform diagnostic tests on all incoming students upon their arrival to determine each student’s appropriate academic placement. This data will be shared with classroom teachers to ensure we are meeting the students’ instructional needs from day one.

All students will take the NECAP/PARCC, DRA and other state assessments according to the regular state schedule. AF Mayoral Academies will meet all required growth and proficiency benchmarks for all subgroups every year. In addition, AF Mayoral Academies will administer Interim Assessments (IAs) five times a year to provide internal benchmarks of improvement and detailed diagnostic data on individual student skill profiles. These assessments have been refined over many years to provide strong analysis of student progress and identify the need for remediation among struggling students. In all available subjects, AF Mayoral Academy IAs will be closely aligned with Common Core standards. This approach will prepare students for both state-specific testing demands, as well as the national expectations that will be shared with peers from other states and increasingly incorporated on the state-level.

AF Mayoral Academies expects to be held accountable for making measurable gains in NECAP performance. All Achievement First schools set clear, measurable, and ambitious goals for

student achievement. In Rhode Island, these goals will be set using the performance of Rhode Island schools with similar demographics (i.e. the areas where AF Mayoral Academies' students reside) as benchmarks. Using NECAP/PARCC scores as indicators, the AF Mayoral Academies will outperform these comparison schools.

AF Mayoral Academies also aims to make our students competitive with all students across the state, meaning that they should eventually exceed statewide performance averages. AF Mayoral Academies has intentionally chosen rigorous goals. The school expects to meet these goals, but because they are so ambitious, charter renewal should also consider the school's achievement relative to the district and schools with similar student populations. The school's academic goals apply to all grade levels served and are listed below ("proficient" means student performance at level 3 or higher):

- 1) For grade level cohorts that have been at the school for one year, at least 50% of students will perform at the proficient level on the state assessment in all subject areas.
- 2) For grade level cohorts that have been at the school for two years, at least 60% of students will perform at the proficient level on the state assessment in all subject areas.
- 3) For grade level cohorts that have been at the school for three years, at least 70% of students will perform at the proficient level on the state assessment in all subject areas.
- 4) For grade level cohorts that have been at the school for four years, at least 80% of students will perform at the proficient level on the state assessment in all subject areas.
- 5) For grade level cohorts that have been at the school for five years, at least 90% of all students will perform at the proficient level on the state assessment in all subject areas.

#### Category 2: Student Retention

From a student population selected by blind lottery, the AF Mayoral Academies student attrition will be less than 5% a year. This statistic excludes students that have left because of a choice to move out of the neighborhood or city. A high level of student retention is one measure of parent satisfaction, since charter school parents are able to voice their dissatisfaction by removing their children from a school whenever they see fit. In addition, we set this goal to counter the myth that charter schools push "tough" students to exit the school and base our achievement results only on the more enthusiastic and willing students.

#### Category 3: Financial Sustainability

AF Mayoral Academies will demonstrate fiscal soundness in each year of operation. All financial statements and reports will be filed in a timely manner and according to generally accepted accounting principles. Each annual audit will receive a positive opinion.

#### Category 4: Student Attendance

AF Mayoral Academies students will demonstrate their enthusiasm and commitment to the school by maintaining an average attendance rate of 96% or higher. Teachers and staff at AF Mayoral Academies will hold high expectations for student attendance and provide significant support to ensure that scholars attend school.

#### Category 5: Parent Satisfaction

Parents will demonstrate their satisfaction primarily by choosing to keep their children at AF Mayoral Academies (see student retention above). Parents are considered an essential part of the school community and will be invited to serve as true partners in their children's education by participating in parent information sessions, parent orientations, and parent training sessions. Our aim is to have 85% or more of parents give the school an overall rank of good or better (given the choices of excellent, very good, good, fair, poor, very poor) on end-of-year parent satisfaction surveys.

### **Accountability**

AF Mayoral Academies accountability system will be both internal and external—with a robust performance culture in the school and reporting system known to the public. The following are some of the mechanisms through which each school will rigorously evaluate and report on its programs:

Accountability Plan: As required by the Rhode Island Department of Education (RIDE), the AF Mayoral Academies will develop an accountability plan/performance framework consistent with the benchmarks required of schools authorized by the Rhode Island Board of Regents, as well as benchmarks established by the school's Board of Directors.

Annual Report: Following the format prescribed by the Rhode Island Department of Education, the AF Mayoral Academies will produce and disseminate a comprehensive annual report, describing the educational program, providing a rich description of our measures of success and how we fared against them, and supplying a detailed picture of the school's finances.

Annual AF School Report Card: AF Mayoral Academies will publish an annual school report card outlining school performance on a number of indicators, including student math and reading scores; student and teacher attendance; survey results; and a number of other indicators. Information on school performance will be presented to our charter community, including staff, parents, our institutional partners, the media, and staff from the Rhode Island Department of Education.