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**ACADEMIC AND BUSINESS SERVICES AGREEMENT**

**BY AND BETWEEN**

**LIGHTHOUSE ACADEMIES, INC. AND**

**North Point LIGHTHOUSE PUBLIC CHARTER SCHOOL**

This Management Services Agreement (the "Agreement") is made and entered into as of *September 21, 2010*, (the "Effective Date") by and between Lighthouse Academies, Inc., a Massachusetts not for profit corporation with 501(c) (3) status ("Lighthouse Academies") and the Lighthouse Academies of Wisconsin Board of Trustees (the "Board" and the Board together with Lighthouse Academies each a "Party" and collectively the "Parties").

**WHEREAS**, it is the Parties' intention to create a relationship based on trust, common educational objectives, and clear accountability;

**WHEREAS**, the Board has received a Charter Contract from the Milwaukee Public Schools Board of Education to organize and operate the North Point Lighthouse Charter School with school operations to first open for the 2011-2012 school year ("North Point" or the "School");

**WHEREAS**, the Board and Lighthouse Academies desire to create relationship through which they will work together to bring educational excellence to the School;

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

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

**1. DEFINITIONS**

**"Academic and Business Services"** means oversight of the School's educational programs, supervision of the School's Principal, and administration of the School's business affairs, including the following services: provision of the Lighthouse Academies Curriculum; ongoing curriculum consultation; recruitment, selection and supervision of the Principal; recruitment of teachers and other School staff; human resources management and consultation; periodic review and oversight of personnel files; oversight of employee benefits program; oversight of ADA compliance; oversight of FMLA compliance; if applicable; budget preparation; consultation regarding the Facility; development of School and board policies, consultation regarding procurement of equipment, supplies, textbooks and property, casualty, liability, and officers and directors insurance.

**"Academy Operations Manual"** means a document created by Lighthouse Academies setting forth all standards and procedures with which Lighthouse Academies will comply in the operation of the School.

**"Academy Personnel Handbook"** means a document created by Lighthouse Academies setting forth all standards and procedures with which Lighthouse Academies will (a) comply in matters relating to School personnel and (b) require all personnel of the School to comply, including with respect to salary and benefits and School personnel rights and responsibilities.

“Academy Student Handbook” means a document created by Lighthouse Academies setting forth all standards and procedures with which Lighthouse Academies will require students of the School to comply.

“Annual Audit” means an annual audit of the School conducted by an independent certified public accountant in compliance with applicable State and federal laws and regulations.

“Annual Budget” means the annual budget for the School.

“Applicable Revenues” means all revenues received by North Point or the School from Federal, State, county or local allocations and grants. “Applicable Revenues” does not include any funds received as donations or gifts or revenues from other sources, unless the parties agree in writing that any such other revenues shall be included in Applicable Revenues. Food Service Revenues shall be excluded from “Applicable Revenues”.

“Authorizer” means Milwaukee Public Schools an institution permitted by the Charter School Law of Wisconsin to serve as a sponsor of a charter school.

“Charter Contract” means the contract between the Board and the Authorizer, which authorizes the Board to organize and operate the School, the terms of which are hereby incorporated into this Agreement.

“Code” means the laws of Wisconsin.

“Charter School Law” means the laws permitting the creation of charter schools in Wisconsin and governing the development and operation of charter schools in Wisconsin.

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

“Education Program” means a curriculum, based on the Lighthouse Academies Curriculum, which will form the basis of the Charter Contract.

“Facility” means a building or other structure, of sufficient size to house (i) the Minimum Opening Enrollment during the initial year and (ii) the Minimum Enrollment Level for five (5) years following the initial year, suitable for use by the School and meeting all applicable building codes, zoning ordinances and laws, environmental laws and regulations, and all other laws and regulations applicable to the operation of a School.

“Facility Contract” means the lease or other contract for the use or ownership of a Facility.

“Material Adverse Change” means (i) a reduction of more than 5 percent in the available combined federal and State funding for the School on a per pupil basis in comparison to the funding that is available for the fiscal year in which the effective date falls; (ii) a reduction of more than 5 percent in the available combined federal and State funding for the School on a per pupil basis in comparison to the funding that is available during any subsequent fiscal year; (iii) the enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order finding that this Agreement or the operation of the School in conformity with this Agreement or the Board’s Charter Contract with the Authorizer violates the School’s, the Authorizer’s or the state’s responsibilities, duties or obligations under the federal or State constitutions, statutes, laws, rules or regulations, or any contract or agreement. (iv) there is a failure to achieve Minimum Enrollment Levels set forth herein; (v) the Board is unable to locate, secure and provide a suitable Facility for the School in a timely manner; (vi) if the Authorizer revokes the Charter Contract; (vii) if the State revokes the Charter Contract pursuant to State statute; (viii) if the landlord for any reason terminates the Facility Contract or the School’s or Lighthouse Academies’ right to use the Facility; or (ix) the use of the Facility becomes impractical by reason of fire, flood or other act of God for any period of time which would reasonably interfere with the education of the students.

“Minimum Enrollment Levels” is the level set forth in Section 6.4. The Minimum Enrollment Level shall be calculated based on the actual student enrollment of the School on the first day of academic classes during each year of the contract.

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

“Reimbursable(s)” means any cost or expense incurred or expended by Lighthouse Academies in connection with organizing, opening, marketing, supporting, operating, or closing the School. Such expenses include those incurred or paid before approval of the charter contract, before the execution of this Agreement, after execution of this Agreement, and in closing the school should such action ever become necessary in accordance with the terms of the charter contract and this Agreement. Reimbursables shall include but not be limited to postage, printing, third party payroll processing, costs of fingerprinting and background checks of staff and others in contact with the students, checks, third party consultants, professional development of school staff, first year start up expenses, and travel expenses associated with conducting business at the school or on behalf of the school.

“School” means the academic institution authorized by the Charter Contract.

“School Design” means the School design based on the Lighthouse Academies Curriculum that will become part of the Charter.

“State” means Wisconsin.

“Student” or “student” means a person who is enrolled in the School.

“Target Area” means the City of Milwaukee, Wisconsin, where the School shall be located.

## 2. REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties of Lighthouse Academies.

Lighthouse Academies represents and warrants as follows:

(i) Organization. Lighthouse Academies is a non-stock, not for profit corporation duly organized under the laws of the state of Delaware, with the purpose and legal ability to contract to provide educational management services. Lighthouse Academies shall notify the Board of any change in its corporate status, which change shall not affect this Agreement.

(ii) Authority. Lighthouse Academies has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Lighthouse Academies, enforceable against Lighthouse Academies in accordance with its terms.

(iii) Full Disclosure. No representation or warranty of Lighthouse Academies herein and no statement, information or certificate furnished or to be furnished by Lighthouse Academies 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.

(iv) Oversight. At all times, Lighthouse Academies remains accountable and subject to the oversight of the Board.

(v) Litigation. There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which Lighthouse Academies 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 North Point. No such judgment, order, decree or award has been entered against Lighthouse nor has any liability been incurred which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving Lighthouse which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

(v) Reputation of Officers and Directors. No member of the Board or officer of Lighthouse Academies has committed, or during the term of this Agreement will commit, an act constituting a criminal offense, a morally offensive act, an act that could negatively impact the reputation of the School, or any other act involving dishonesty, disloyalty, fraud or breach of trust.

(vii) Conduct of the Lighthouse Academies. Lighthouse Academies has complied, and at all times during the Term will comply, with all local, State and federal laws and regulations governing that are applicable to the Board, which include, but are not limited to the internal revenue code, the non-profit corporation law of Wisconsin, and any open records and meetings laws of Wisconsin. Lighthouse Academies has maintained and will maintain adequate records of the activities and decisions of the Board to ensure and document compliance with all such laws and regulations. Lighthouse Academies agrees to provide the Board with copies of all such records and to allow the Board to, at Lighthouse Academies' discretion, assist with the preparation and retention of such records.

## 2.2 Representations and Warranties of the Board.

The Board represents and warrants as follows:

(i) Organization. The Board is, and at all times during the Term will have the legal ability to contract to operate a charter school and to contract for educational management services;

(ii) Authority. The Board has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Agreement constitutes a valid and binding obligation of the Board, enforceable against the Board in accordance with its respective terms.

(iii) Network of Schools. The Board understands and acknowledges that the School be part of a network of Lighthouse Academies schools. The Board shall ensure that its policies, procedures, uniforms, signs, curriculum, materials and other information conform to the Lighthouse Academies norms in order to maintain consistency and standardization amongst the Lighthouse Academies schools.

(iv) Litigation. There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which the Board 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 North Point. No such judgment, order, decree or award has been entered against North Point or the Board nor has any liability been incurred which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving North Point or the Board which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

(v) Full Disclosure. No representation or warranty of the Board herein and no statement, information or certificate furnished or to be furnished by the Board 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.

(vi) Reputation of Officers, Directors and Employees. No member of the Board or officer of North Point has committed, or during the term of this Agreement will commit, an act constituting a criminal offense, a morally offensive act, an act that could negatively impact the reputation of the School, or any other act involving dishonesty, disloyalty, fraud or breach of trust.

(vii) Conduct of the Board of Trustees. The Board has complied, and at all times during the Term will comply, with all local, State and federal laws and regulations governing that are applicable to the Board, which include, but are not limited to the internal revenue code, the non-profit corporation law of Wisconsin, and any open records and meetings laws of Wisconsin. The Board has maintained and will maintain adequate records of the activities and decisions of the Board to ensure and document compliance with all such laws and regulations. The Board agrees to provide Lighthouse Academies with copies of all such records and to allow Lighthouse Academies to, at Lighthouse Academies' discretion, assist with the preparation and retention of such records.

(viii) Due Authorization. Upon execution of a Charter Contract by the Board and the Authorizer, the Board will be authorized to organize and operate the School and will be vested by the Authorizer with all powers necessary to carry out the educational program outlined in the Charter Contract.

### 3. DELEGATION OF AUTHORITY TO LIGHTHOUSE ACADEMIES

The Board hereby authorizes Lighthouse Academies to undertake certain function in regards to management, operation, and administration of the School on behalf of the Board only to the extent such services are specifically stated in this Agreement or any valid amendment to this Agreement, it being

understood that, at all times, Lighthouse Academies remains accountable and subject to the oversight of the Board, the Authorizer, and Wisconsin authorities, as provided for in this Agreement and by law. The Board hereby grants to Lighthouse Academies the power and authority, on behalf of the Board and consistent with federal and Wisconsin law and subject to the other terms and conditions of this Agreement and the oversight of the Board as follows:

(i) to prepare the School's Annual Budget, which shall be subject to approval by the Board of Trustees of the charter school;

(ii) to perform the following personnel functions: the determination of staffing levels, selection of personnel, determination of staff responsibilities, compensation and other terms and conditions of employment, provide counsel as to evaluation, training and discipline of personnel, establish and implement human resources systems and functions to be executed by staff working on a daily basis at the School, which may include or consist of the utilization of web based services which will be periodically monitored by Lighthouse Academies;

(iii) to review each calendar month the financial statements and budget prepared by or on behalf of the Board of the School

(iv) to provide initial training and set up of financial systems to staff working on a daily basis at the School and members of the Board, which may include or consist of the utilization of web based services which will be periodically monitored by Lighthouse Academies;

(v) to conduct periodic review of financial systems to test the accuracy of such systems;

(vi) to establish, implement, and evaluate an educational program and curriculum for the School as provided for in this Agreement and the Charter Contract;

(vii) to conduct professional development for the Principal and instructional personnel;

(viii) to select instructional materials, equipment and supplies;

(ix) to exercise such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement and State law;

(x) to take such other actions that in the opinion of Lighthouse Academies may be necessary or desirable to properly and efficiently operate the School; and

(xi) to conduct the day-to-day management of the School.

#### 4. DUTIES AND OBLIGATIONS OF LIGHTHOUSE ACADEMIES

##### 4.1 Implementation of Curriculum Requirements.

Subject to oversight by the Board, Lighthouse Academies shall implement its School Design in a manner that is consistent with Wisconsin law, including requirements regarding content and subjects of instruction, unless such requirement has been waived by State or local authorities.

##### 4.2 Evaluation.

Lighthouse Academies shall implement pupil performance evaluation systems which permit evaluation of the educational progress of each student at the School. The Board shall, with Lighthouse

Academies' assistance, ensure that the students take all Wisconsin required standardized tests in accordance with State laws and regulations. In addition, the Board, with Lighthouse Academies' assistance, shall ensure that the students take a nationally recognized standardized test (e.g. NWEA) in both the fall and spring of each year. The Board, with Lighthouse Academies' assistance, shall maintain detailed statistical information on the performance of (i) the School as a whole, (ii) each individual student, and (iii) each grade. Lighthouse Academies and the Board 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 Reports to the Board.

Lighthouse Academies shall provide guidance to and train school personnel in order to allow school personnel to provide the Board with reports on School operations, finances, including detailed reports regarding budgeted versus actual expenditures, and student performance within 30 days of the end of each calendar year. Nothing in this paragraph shall be construed to be in derogation of the Board's ultimate legal authority and responsibility for the School under its Charter Contract; rather, it shall be construed as effectuating Lighthouse Academies' accountability to the Board for the operation of the School and the achievement of student learning.

Lighthouse Academies shall provide the Board and/or the Authorizer such reports and information as may be required for the Board to comply with the terms and conditions of the Charter and applicable law.

#### 4.4 Corrective Action Plan.

Lighthouse Academies shall cooperate and participate in any corrective action plan approved by the Authorizer to remedy any breach of the Charter that in any way involves services provided by Lighthouse Academies.

#### 4.5 Authority to Subcontract.

Lighthouse Academies shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically provided in this Agreement, or as otherwise agreed upon in writing by the Board. Lighthouse Academies may subcontract all other functions, except as otherwise provided for in this Agreement. All subcontracts shall be in writing, shall be subject to the provisions of and be consistent with this Agreement. No subcontract permitted hereunder shall relieve or discharge Lighthouse Academies from any obligation or liability under this Agreement.

#### 4.6 Other Special Student Services.

Lighthouse Academies may, on behalf of the Board, subcontract for the provision of other special student services, including English as a Second Language, psychologists, social workers, or therapists.

#### 4.7 Location of Performance.

Lighthouse Academies may perform functions off-site at Lighthouse Academies' central services division or elsewhere, except as prohibited by State law, with the prior approval of the Board, which shall not be unreasonably withheld. Lighthouse Academies may utilize web based systems to provide oversight and counsel to the School. Lighthouse Academies shall maintain an office, to be defined for these purposes as a suitable work area, at the charter school facility or within the limited radius of the charter school facility required by the Charter.



#### 4.8 Federal State and Local Program Requirements.

Through its School Design, Lighthouse Academies shall provide educational programs that meet federal, state, and local requirements unless such requirements have been waived.

#### 4.9 Projected Budget.

Lighthouse Academies shall provide the Board with a projected budget prior to opening the School, such budget to be subject to the approval of the Board.

#### 4.10 Principal.

Because the accountability of Lighthouse Academies to the Board is an essential foundation of this relationship, and because the responsibility of the Principal of the School is critical to its success, Lighthouse Academies shall have the authority and responsibility, consistent with Wisconsin law, to recruit, select, hire and evaluate the Principal and to hold him or her accountable for the success of the School. The Principal shall be employed by and will be subject to dismissal by Lighthouse Academies for cause. The employment agreement with the Principal, and the duties and compensation of the Principal shall be determined by Lighthouse Academies, in consultation with the Board of Trustees. The Principal shall be employed in the School on an annual or bi-annual basis. Lighthouse Academies acknowledges the right of the Board to annually review the performance of the Principal. The Board shall have the right to make a recommendation to Lighthouse Academies at any time regarding the Principal's continuing employment, which recommendation shall be reasonably considered by Lighthouse Academies.

#### 4.11 Selection of Teachers and Other Personnel.

The Principal and Lighthouse Academies shall have authority and responsibility to recruit, select and hold accountable the teachers and the non-teaching staff in the School. All employees working at the School shall be employees of Lighthouse Academies.

#### 4.12 Terms and Conditions of Employment of the Teachers and Non-teaching Staff.

All School staff shall be employees of Lighthouse Academies. Among other terms and conditions to be set by Lighthouse Academies, the Principal and the teachers and non-teaching staff shall be employed subject to the following:

selection and assignment by the Principal of staff within the School, with guidance to be provided by Lighthouse Academies;

performance reviews consistent with Lighthouse Academies' principles of accountability;

the work year and work day and the professional development training program prior to the opening of the School envisioned by Lighthouse Academies School Design;

attendance at and successful participation in all training conducted by Lighthouse Academies or by the Board;

continuing employment of the Principal and other personnel at the School shall be subject to an annual satisfactory evaluation regarding each staff member, which shall be completed by his/her immediate supervisor. Staff who is rated unacceptable shall be subject to termination at any time by Lighthouse Academies, upon recommendation of the Principal;

Lighthouse Academies shall ensure the provision and payment of the following to or on behalf of all employees, subject to the payment by the Board to Lighthouse Academies prior to any payment of such expenses by Lighthouse Academies as stated in Sections 5.6 and 7.5 below and subject to the budget approved by the Board: salaries, benefits, worker's compensation, unemployment compensation and liability insurance.

#### 4.13 Certification and Accreditation of Staff.

Lighthouse Academies shall provide oversight and advice to the Board regarding any required State education department certifications or waivers and shall assist the Board in expediting the certification process or alternative accreditation for all personnel subject to the accreditation requirements.

#### 4.14 Training of Instructional Staff.

Lighthouse Academies shall provide training in its methods, curriculum, program, and technology, to all teaching personnel.

#### 4.15 Non-Instructional Staff Training.

Lighthouse Academies shall provide training to all non-instructional personnel as Lighthouse Academies determines is necessary.

#### 4.16 Use of Web Based Services.

Lighthouse Academies may utilize web based programs or vendors to provide any service required under this Agreement.

### 5. DUTIES AND OBLIGATIONS OF THE BOARD

#### 5.1 Provision of Suitable School Facilities.

(i) The Board shall use its best business efforts to provide the School with a suitable Facility located in the Target Area. Lighthouse Academies, if requested by the Board, will use commercially reasonable efforts to assist the Board in the identification of a Facility. The Board will consult with and obtain approval from Lighthouse Academies prior to entering into a lease or purchase of a Facility. Lighthouse Academies and the Board shall also work together to provide Facilities needed to expand the School in the future.

(ii) In the event the Board leases the Facility, the Board's lease with the landlord shall provide that the landlord shall maintain the site in accordance with all applicable federal, state, and local laws, codes, rules and regulations, except to the extent they have been waived by proper authorities. The lease shall also require the landlord to procure and maintain insurance, or otherwise hold harmless Lighthouse Academies, the Board and the Authorizer for damage or loss to the property leased from the landlord. The Board shall seek to provide in its lease that the landlord shall secure from the insurers waivers of subrogation as against the Board, the Authorizer, Lighthouse Academies and its facilities managers, their respective officers, employees, and agents, for the full amount of the policy and any deductibles.

(iii) The Board shall procure and maintain insurance, or otherwise hold harmless Lighthouse Academies for damage or loss to the property, whether such property is leased or owned by the Board. Lighthouse Academies shall not be liable under any lease or other document pertaining to a facility.

#### 5.2 Equipment.

The Board shall use its best efforts to provide such desks and other furniture, equipment, library and media materials, and other similar materials and furnishings integral to the operation of a School and such improvements as are reasonably necessary for the implementation of Lighthouse Academies School Design. Lighthouse Academies, if requested by the Board, will use commercially reasonable efforts to assist the Board in the identification and procurement of suitable furniture and equipment. The Board acknowledges that ultimate responsibility for the procurement of any needed furniture, equipment or technology shall rest with the Board.

#### 5.3 Annual Audit.

The Board shall conduct an Annual Audit in compliance with Wisconsin law and regulations 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. The Board shall select the certified public accountants who will conduct the Annual Audit. Lighthouse Academies will make available all finance and other records of Lighthouse Academies related to North Point and records of North Point; to the extent such information is in possession or under the control of Lighthouse Academies, to the independent auditor and to the State Board of Accounts for completion of audits required by law or by the Charter.

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

The Board shall be responsible and accountable for all financial and accounting functions. This includes all bookkeeping functions, including the payment of all invoices, reconciling bank statements, debit and credit entries, procurement, and purchasing. Lighthouse Academies will provide oversight and guidance in the implementation, training, and review of all such functions to be performed at the school site, including purchase orders and invoice approval. Lighthouse Academies shall have no responsibility or liability to pay any invoice on behalf of the School unless sufficient funds reside in the School's bank account. The Board shall employ the financial systems recommended by Lighthouse Academies, which may be a web based system.

#### 5.5 Financial, Educational and Other Records

The financial, educational and other records pertaining to the charter school, whether or not generated by Lighthouse Academies, are charter school property. All such records shall be subject to inspection and copying under the provisions of the Freedom of Information Law, including any subsequent amendments thereto.

#### 5.6 Payroll, Employee Salaries and Benefits.

Lighthouse Academies shall be responsible and accountable for the payment of the salaries, fringe benefits, and State and federal payroll taxes for all individuals employed at the School, subject to payment by the Board to Lighthouse Academies for all such expenses prior to the expenditure for such expenses by Lighthouse Academies. All such payments shall be made on a timely basis, in advance, in accordance with all State and federal laws and regulations, including all tax requirements. Lighthouse Academies may use a third party payroll service and system selected by Lighthouse Academies, which may be provided via web access. As provided for in the agreement, Lighthouse Academies will provide

training and guidance in the implementation of all such functions required by Lighthouse Academies procedures to be performed at the school site, including the processing of new employees and payroll.

#### 5.7 Power and Authority.

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

### 6. OPERATION OF THE SCHOOL

#### 6.1 Special Education.

The Board and Lighthouse Academies recognize their obligation to provide an appropriate education to all students enrolled in the School, regardless of special need in accordance with the requirements of the Individuals with Disabilities Act and section 504 of the Rehabilitation Act of 1973. Lighthouse Academies may, on behalf of the Board, 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 Board, which shall not be unreasonably withheld.

#### 6.2 Recruitment and Admission.

Lighthouse Academies and the Board shall be jointly responsible for the recruitment of students. Application by or for students shall be voluntary, and shall be in writing. Admission shall be open to all individuals who reside within the State 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. The Board shall seek a diverse student body that reflects the racial, ethnic, academic, and economic diversity of the city of Milwaukee, MA. If there are more applications for enrollment in the School than there are spaces available, students shall be selected to attend using a random selection process. However, as permitted by law, preference for enrollment will be given to siblings of students enrolled in the School and to students who were enrolled in the School in the previous year. Lighthouse Academies shall not be liable if enrollment levels fail to reach projected numbers or if enrollment is unable to support the School's budget.

#### 6.3 Annual Budget.

On or before April 1 of each year of the Initial Term or any Renewal Term, Lighthouse Academies and the Board shall mutually agree to an Annual Budget. The Annual Budget for the School shall provide for payment of all operating expenses related to the operation or opening of the School, including, but not limited to reimbursement to Lighthouse Academies of certain expenses including Lighthouse Academies' Service Fee, all principal and staff compensation which shall include the salaries and benefit costs, debt payments owing and owed to Lighthouse Academies by the Board, marketing and publishing costs, supplies, maintenance, staff development, curriculum materials, assessment materials and consulting fees, other third party consulting expenses, transportation and travel, public relations, printing, duplicating, postage, accountability plan costs, legal fees and accounting fees. With respect to these items, Lighthouse Academies shall act as the disbursement agent on behalf of the Board to timely pay all such agreed upon Annual Budget expenditures, out of funds available therefore from North Point bank accounts, from which the Board shall give Lighthouse Academies authority to remit payments. North Point shall be the lawful owner of all real and personal property purchased with such funds.

Lighthouse Academies shall have no responsibility to make any purchases on behalf of North Point or to act as disbursement agent for North Point unless and until the funds for such expenditures are in North Point bank accounts to which Lighthouse Academies has access. Lighthouse Academies shall provide documentation to the Board for all such expenditures. The Board shall retain the ability to disapprove any expenditure not within the charter school's approved budget or otherwise approved by the Board.

#### 6.4 Minimum Enrollment Level.

The School will first on or about August 30, 2011 (the "Opening Date"), provided the Minimum Enrollment Level is met. Should the School fail to achieve the Minimum Enrollment Level prior to the opening date, this Agreement may be terminated by Lighthouse Academies upon sixty (60) days written notice to the Board. The Minimum Enrollment Level for each year of this Agreement shall be:

Year 1 – School year beginning in 2011	235
Year 2 – School year beginning in 2012	271
Year 3 – School year beginning in 2013	318
Year 4 – School year beginning in 2014	365
Year 5 – School year beginning in 2015	413

#### 6.5 Disabled Students and Those with Other Special Needs.

Subject to the provisions of subsection 1 of this Section, the School shall be open to individuals with handicapping conditions and other special needs to the extent that such individuals can be accommodated within Lighthouse Academies School Design, as required by law.

#### 6.6 School Year.

The normal School year will consist of approximately 190 days of regular instruction for students. Lighthouse Academies may extend the School year, subject to approval of the Board and available funds. The School's calendar shall be developed annually by the Principal in consultation with Lighthouse Academies and the Board, and shall extend from on or about September 1 through on or about June 30. The School day shall be approximately eight hours per day for students in Grades 1 through 12. The daily schedule for pre-K and Kindergarten will be set prior to opening the school.

#### 6.7 School Policies and Code of Conduct.

The Board and Lighthouse Academies are committed to the success of Lighthouse Academies educational program as described in Lighthouse Academies School Design and related documents which are attached to this Agreement and/or incorporated by reference herein. This is the educational program that is incorporated by reference in the School's Charter Contract with the Authorizer. Consequently, (a) it shall be the obligation of Lighthouse Academies to make reasonable recommendations to the Board concerning policies, rules, regulations, procedures, curriculum, personnel, and budget, to enable the Board to implement Lighthouse Academies School Design; and (b) the Board, in exercising its legal authority under the State School Code and its Charter Contract with the Authorizer, shall exercise good faith in considering and adopting Lighthouse Academies' recommendations, so that Lighthouse Academies' School Design may be properly implemented.

Lighthouse Academies shall recommend, the Board will adopt, and the Principal and staff shall administer a Code of Conduct for the School.

#### 6.8 Due Process.

The Board 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 or expel a student as provided for by law.

#### 6.9 Board of Trustees Meetings.

The Board shall provide at least 48 hours written notice by fax or by electronic mail to Lighthouse Academies of all meetings of the Board and shall provide Lighthouse Academies with the proposed agenda of such meeting. The Board shall provide Lighthouse Academies with copies of the minutes of all meetings of the Board and any subdivision(s) thereof. In addition, Lighthouse Academies shall have the right to designate an individual to attend each meeting of the Board (the "Observer"). The Board shall allow the Observer to attend all board functions and all meetings of the Board or any subdivision thereof, including an executive session. Notwithstanding the foregoing, the Board may exclude the Observer from any meeting that is held to discuss or take action on the provisions of this Agreement, provided that the Board notifies Lighthouse Academies that such a meeting is being held.

#### 6.10 Family Educational Rights and Privacy Act.

The Board hereby designates employees of Lighthouse Academies as agents of the Board and North Point 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"). Lighthouse Academies, its officers and employees shall comply with FERPA at all times.

#### 6.11 State and Federal Waivers.

The Board shall, with Lighthouse Academies' assistance, timely apply for and support the waiver of any federal or State rules or regulations that interfere with Lighthouse Academies' School Design.

### 7. FINANCIAL ARRANGEMENTS

#### 7.1 Funding Eligibility.

The Board shall comply with the requirements of the State for the purpose of receiving or maintaining its eligibility to receive from the State the per pupil allowance (PPA) which North Point is entitled to receive for each student enrolled and in attendance in the School as provided for in the applicable School aid act. Lighthouse Academies shall provide such assistance to the Board in the preparation or review of State Aid Act applications and reports as the Board may request. The Board shall permit Lighthouse Academies to review any such applications and reports prior to their submission. The Board shall apply for all State Aid funds or other monies which it receives from the Authorizer on behalf of the School. The Board shall be and remain the fiscal agent for the charter school as required by law.

#### 7.2 Donations and Grants.

Both the Board and Lighthouse Academies 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, North Point may charge fees to students for extra services such as summer activities, extracurricular clubs and after School athletics.

### 7.4 Service Fee.

Lighthouse Academies shall be paid a development fee of \$50,000 for the development work needed to open the school. This amount may be paid from the school's planning grant, donations or other available funds as these become available.

Lighthouse Academies' Service Fee shall be 6.0 % of Applicable Revenues (the "Service Fee") The Service Fee shall be paid in 12 monthly installments on the later of (i) the 15th of each month beginning in July ending in June in the first year, and in every year thereafter, or immediately after North Point receives monthly funding allocations from the State. In any month when cash is not available to pay all creditors of North Point, the Service Fee shall be accrued. Such accruals shall be subject to reasonable interest if not paid by North Point within two months of the accrual. Such interest shall accrue as of the 60<sup>th</sup> day after the Service Fee was first accrued at the prime lending rate of the *Wall Street Journal* plus one point. As soon as funds are available to pay the Service Fee, Lighthouse Academies shall promptly receive any past due or current Service Fee, including all accrued interest. Lighthouse Academies may agree in writing, which agreement shall not be unreasonably withheld, to subordinate the Service Fee to the payment of facility rental payments.

In addition Lighthouse Academies may earn an additional 1.5% of the Applicable Revenues as defined above as a bonus for the achievement of mutually agreed upon financial, academic and organizational goals.

### 7.5 Expenses

In addition to the Service Fee, the Board shall pay expenses to Lighthouse Academies in accordance with the terms of this paragraph. The Board shall pay to Lighthouse Academies all amounts due to or on behalf of Lighthouse employees working at the School site, such as the Principal, office manager and teachers, at least three (3) business days prior to the due date of such expenses. Such employment related expenses for which the Board must pay prior to the remittance of any funds by Lighthouse Academies include salaries, payroll taxes, medical, dental and disability insurance premiums, workers compensation premiums, unemployment taxes, and liability insurance premiums provided such liability insurance covers the employees working at North Point. The Board shall reimburse Lighthouse Academies for all Reimbursables. This reimbursement shall be paid each month beginning with the month in which the Board receives funding or other cash from the government or other source.

During the first year of operation of the School, the Annual Budget shall include an allocation for reimbursement to Lighthouse Academies for any previously unreimbursed out-of-pocket expenses incurred by Lighthouse Academies related to organizing and opening the School, on behalf of North Point or in furtherance of Lighthouse Academies obligations hereunder before the opening of the School. Such payments shall be made to Lighthouse Academies in equal monthly installments during September through May of the first year of operation of the School. In the event that at the end of May of the first year of operation there remain previously unreimbursed out-of-pocket expenses, the balance shall be converted to a loan at prime plus 1%. The Board shall continue to make monthly payments until such previously unreimbursed out-of-pocket expenses have been fully reimbursed.

### 7.6 No Loans or Advances from Lighthouse Academies.

Lighthouse Academies shall have no obligation to advance or loan any funds to the Board or to North Point. Any amounts expended by Lighthouse Academies on behalf of North Point, including any amounts expended prior to approval of the charter, may be evidenced by a written loan agreement between the Parties, upon request of Lighthouse Academies. The school may apply to the Lighthouse School Development Loan Fund for a start up loan under the terms and conditions of that program.

## 8. PROPRIETARY INFORMATION AND CONFIDENTIAL INFORMATION

### 8.1 Proprietary Information.

Lighthouse Academies shall own all other Proprietary Information, which shall be defined as all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Lighthouse Academies, its employees, agents or subcontractors, by any individual working for or supervised by Lighthouse Academies. Lighthouse Academies shall have the sole and exclusive right to license such materials for use by other School districts or customers or to modify and/or sell such material to other School districts and customers. During the term of this Agreement, Lighthouse Academies may disclose such Proprietary Information, including that which is currently in existence as well as that which may be created in the future. The Board shall treat all such Proprietary Information as though it were a trade secret and copyrighted, and shall use such efforts as may be reasonably requested by Lighthouse Academies so as not to disclose, publish, copy, transmit, modify, alter or utilize such Proprietary Information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. The Board shall use such efforts as may be reasonably requested by Lighthouse Academies to assure that no School personnel or agent disclose, publish, copy, transmit, modify, alter or utilize Lighthouse Academies' Proprietary Information without Lighthouse Academies' prior written consent.

### 8.2 Use of Logo, Name, Website and Other Identifiers.

North Point and the Board shall use the Lighthouse Academies logo, which shall be modified by Lighthouse Academies for North Point. Upon termination of this Agreement for any reason, the Board and North Point shall cease to use the logo for any purpose. The Board and North Point shall use the Lighthouse Academies website and e-mail address, the use of which shall also cease immediately upon termination of this Agreement. Any website designed, set up, or otherwise created by or on behalf of North Point shall at all times be the property of Lighthouse Academies.

### 8.3 Treatment of Confidential Information.

The Parties agree to the following provisions:

(i) Confidential Information. The Board acknowledges that prior to the Term of this Agreement, Lighthouse Academies may have disclosed, and during the Term of this Agreement Lighthouse Academies may disclose, Confidential Information to the Board. The Board agrees that it will not at any time or in any manner, directly or indirectly, use or disclose any trade secrets or other Confidential Information to anyone, and that the Board will not use Confidential Information for any purpose other than those provided for herein.



(ii) Protection of Confidential Information. The Board shall preserve and take all reasonable precautions to prevent the disclosure of the Confidential Information to any persons, entities, and/or firms other than those expressly authorized by Lighthouse Academies to receive such information.

(iii) Use of Confidential Information. The Board agrees that the Confidential Information: (i) shall be used solely in furtherance of this Agreement, and shall not otherwise be used for the benefit of North Point or others; (ii) shall not be copied or reproduced by the Board without the express written permission of Lighthouse Academies, except for such copies as may be reasonably required for accomplishment of provisions of this Agreement; and (iii) shall not be disclosed to any third party without the prior written consent of Lighthouse Academies. The Board agrees that it will not knowingly infringe upon, or permit any of its employees or agents to infringe upon, any rights of any third party or knowingly violate the patent, copyright, trademark, trade secret, or other proprietary right of any third party in connection with the performance of this Agreement. If the Board becomes aware of any infringement or alleged instance of infringement, the Board agrees to notify Lighthouse Academies promptly in writing.

(iv) Return of Confidential Information. The Board will promptly deliver to Lighthouse Academies any and all Confidential Information, including all written and electronic copies, in the Board's possession or control upon termination or expiration of this Agreement or upon request by Lighthouse Academies.

(v) Rights to Confidential Information. Except as required for the Parties' performance hereunder, nothing in this Agreement shall be construed to require Lighthouse Academies to provide, or to entitle the Board to obtain, any Confidential Information or any rights therein. The Board agrees that these confidentiality obligations shall survive the expiration or termination of this Agreement for five years.

(vi) Specific Performance. In addition to all of the remedies otherwise available to Lighthouse Academies, including, but not limited to, recovery of damages and reasonable attorneys' fees incurred in the enforcement of this Section, Lighthouse Academies shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Section. All of Lighthouse Academies' remedies for breach of this Section shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. The Board acknowledges and agrees that Lighthouse Academies' rights under this Section are special and unique and that any violation of this Section by the Board would not be adequately compensated by money damages alone.

## 9. INDEMNIFICATION

### 9.1 Survival of Representations and Warranties.

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

### 9.2 Indemnification of the Board.

Lighthouse Academies shall hold the Board, its members, Trustees, directors, officers, partners, successors, assigns, and agents of each of them (the "North Point 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, plus one point from time to time prevailing (in all, "Indemnified Claims"), incurred or to be incurred by any North Point Indemnified Person resulting from or arising out of any breach or violation of Lighthouse Academies' representations, warranties, covenants, or agreements contained in this Agreement.

### 9.3 Indemnification of Lighthouse Academies.

The Board shall hold Lighthouse Academies and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "Lighthouse Academies Indemnified Persons") 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 any breach or violation of the Board's representations, warranties, covenants and agreements contained in this Agreement.

### 9.4 Limitation of Claims of the Board

Notwithstanding anything in this Agreement to the contrary, there shall be no liability for any Claim and Lighthouse Academies shall have no obligations or liabilities pursuant to Subsection 9.2 :

(a) until the aggregate of the Claims suffered or incurred by North Point or by the Board exceeds Five Thousand Dollars (\$5,000) (the "Deductible"). After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by either the Board or North Point, the amount of any income tax savings actually realized as a result thereof as well as the income tax cost arising out of such indemnity, if any, shall be taken into account;

(b) to the extent such liabilities exceed the lesser of (i) the Service Fee paid to Lighthouse Academies during the academic year in which the action or omission giving rise to the Claim occurred and (ii) the amount of any insurance proceeds received for an insured event under insurance policies referenced in this Agreement.

(c) if the claim for indemnification is made pursuant to Subsection 9.2, to the extent that Lighthouse Academies can demonstrate that the Board 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 Lighthouse Academies

Notwithstanding anything in this Agreement to the contrary, there shall be no liability for any Claim and the Board shall have no obligations or liabilities pursuant to subsection 9.3:

(a) until the aggregate of the Claims suffered or incurred by Lighthouse Academies exceeds Five Thousand Dollars (\$5,000) (the "Deductible"). After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by Lighthouse Academies, the amount of any income tax savings actually realized by Lighthouse Academies as a result thereof as well as the income tax cost arising out of such indemnity, if any, shall be taken into account;

(b) if the claim for indemnification is made pursuant to subsection 9.3, to the extent that the Board can demonstrate that Lighthouse Academies 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 any other under this Section with respect to a Claim relating to or arising from a Claim relating to third parties (a "Third Party Claim") shall be subject to the following terms and conditions:

(i) 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 Section 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 Section 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.

(ii) 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.

(ii) Indemnified Party's Rights. Anything in this Section 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 Section. 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 Section in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount (the "Adjusted Amount") which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

### 10. LIABILITY INSURANCE

Lighthouse Academies shall maintain, at its expense, in force during the term of this Agreement, any insurance so required of Lighthouse Academies by the Authorizer.

The Board shall maintain, at its expense, in force during the term of this Agreement, commercial general liability insurance, director's and officers liability insurance/employment practices liability insurance/Educators' legal liability insurance, sexual abuse liability insurance, workers compensation insurance, an umbrella policy and any other insurance required by the Authorizer, in such amounts and under such terms as required by the Authorizer.

### 11. TERM AND TERMINATION

#### 11.1 Term.

This Agreement shall have an initial term commencing on the Effective Date and ending on the later of June 30, 2016 or the expiration of the initial term of the Charter (the "Initial Term"), and 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 (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 (the "Annual Renewal Date"). In no event shall any term, renewal or renegotiations extend beyond the effective date of any Charter Contract granted to the Board.

#### 11.2 Termination by the Board.

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

(i) Termination for Cause. Subject to the provisions of subparagraph (ii) below, the Board may terminate this Agreement for cause at any time during the Term of this Agreement. For purposes of this subsection 2 of this Section, the term "for cause" shall mean:

(a) The School fails to make reasonable progress toward achievement of agreed-upon academic, financial and organizational goals as agreed to by the parties after a period of three (3) school years;

(b) Lighthouse Academies 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 Board or the School; or

(c) Lighthouse Academies materially breaches any of the essential terms and conditions of this Agreement and thereby undermines the purposes of this Agreement.

In the event the Board terminates the Agreement with cause prior to the opening of the School, the Board shall not be liable to Lighthouse Academies for any further payments under this Agreement, including any previously unreimbursed out-of-pocket expenses incurred by Lighthouse Academies related to organizing the School, on behalf of the Board or in furtherance of Lighthouse Academies' obligations hereunder after the granting of the Charter Contract and before the opening of the School.

In the event that the Board terminates this Agreement for cause under this subsection (i) and further provided that all amounts owed to Lighthouse Academies for Reimbursables, the Service Fee, or other costs have been fully paid by the Board to Lighthouse Academies, nothing shall prohibit the Board from offering employment or employing any of the employees following the termination. The Board may not inform the employees of any such continuing employment nor begin negotiations with the employees until the right to cure period (as defined in subsection ii below) has expired. This shall preclude communication regarding this provision with the employees in any form, including written, verbal or electronic form by any Trustee, former Trustee, prospective Trustee or any agent or representative of the Trustees.

(ii) Lighthouse Academies Right to Cure. Prior to exercising its right to terminate this Agreement, the Board shall give Lighthouse Academies written notice of its basis for terminating the Agreement (the "Termination Notice"). The Termination Notice shall specify the section of this Agreement upon which the Board is relying on for the termination and, if the termination is done pursuant to subsection 2(i) of this Section, the Board shall specify the specific terms of the Agreement that have been violated and the requirements for correction of the violation. Upon receipt of the Termination Notice, Lighthouse Academies shall have 60 business days to remedy the breach. If the breach is not corrected within the cure period the Board may terminate the Agreement in accordance with the applicable paragraph of this subsection 2 of this Section.

### 11.3 Termination by Lighthouse Academies.

Lighthouse Academies may terminate this Agreement in accordance with the following provisions:

(i) (a) Termination For Cause. Lighthouse Academies may terminate this Agreement at any time for cause. For purposes of this subsection 10.3 of this Section, the term "for cause" means any violation of any provisions of this Agreement by the Board, any breach of a representation or warranty made by the Board, the violation of any covenant made by the Board, or an action by the Board which materially interferes with or limits the ability of Lighthouse Academies to perform under this Agreement, such as is stated in Section 11.6 below. In the event Lighthouse Academies terminates the Agreement, Lighthouse Academies shall be entitled to receive any previously unreimbursed out-of-pocket expenses incurred by Lighthouse Academies related to organizing the School on behalf of the Board or in furtherance of Lighthouse Academies' obligations hereunder.

(b) The Board's Right to Cure. Prior to exercising its right to terminate this Agreement, Lighthouse Academies shall give the Board written notice of its basis for terminating the Agreement (the "Termination Notice"). The Termination Notice shall specify the section of this Agreement upon which

Lighthouse Academies is relying on for the termination and, if the termination is done pursuant to subsection 2(i) of this Section, Lighthouse Academies shall specify the specific terms of the Agreement that have been violated and the requirements for correction of the violation. Upon receipt of the Termination Notice, the Board shall have 60 business days to remedy the breach. If the breach is not corrected within the cure period Lighthouse Academies may terminate the Agreement in accordance with the applicable paragraph of this subsection 2 of this Section.

(ii) Termination Without Cause. Lighthouse Academies may terminate this Agreement without cause at any time prior to thirty business days before to the Opening Date specified herein upon the delivery of 60 days' written notice to the Board.

(iii) Minimum Enrollment. Lighthouse Academies may terminate this Agreement as stated in subsection 6.4 above.

#### 11.4 Termination Resulting From a Material Adverse Change.

Upon the occurrence of a Material Adverse Change, Lighthouse Academies or the School may elect to deliver written notice to the other, triggering the provisions of this Section (a "Notice of Material Adverse Change"). Upon receipt of a Notice of a Material Adverse Change, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement, alternative funding arrangements, etc.) to address the Material Adverse Change. If despite such good faith negotiations the Parties are unable to agree upon an acceptable approach to address the Material Adverse Change, then either Party may elect to terminate the Agreement, subject to subsection 2 of this Section, by delivering written notice of termination to the other at least 60 days in advance of the effective date of such termination, or in such lesser time as is reasonable or mandated under the circumstances. The termination provisions of this section shall not be construed to in any way limit the termination for cause provisions contained in subsections 2 & 3 of this Section 10. Upon a termination due to a Material Adverse Change, the Board shall reimburse Lighthouse Academies for any previously unreimbursed out-of-pocket expenses incurred by Lighthouse Academies related to organizing the School, on behalf of North Point or in furtherance of Lighthouse Academies obligations hereunder.

#### 11.5 Avoidance of Disruptions to Students.

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

#### 11.6 Assistance Following Termination by Lighthouse Academies.

In the event of termination of this Agreement by Lighthouse Academies, Lighthouse Academies shall provide reasonable assistance to the Board for the shorter of the remainder of the current School year or 90 days after the effective date of termination of the Agreement, to assist in the transition to another School program. During such termination period Lighthouse Academies will be entitled to receive and the Board shall continue to pay Lighthouse Academies' Service Fee and shall reimburse Lighthouse Academies for all expenses incurred by Lighthouse Academies in providing such transition assistance.

## 12. MISCELLANEOUS

## 12.1 Governing Law.

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Wisconsin, without giving effect to the principles of conflict of laws thereof; provided, however, that the Federal Arbitration Act (“FAA”), to the extent applicable and inconsistent, will supersede the laws of the State and shall govern. If any action is brought to enforce an arbitral award rendered pursuant to subsection 2 of this Section, venue for such action shall be in the courts of Wisconsin or the courts of the United States serving Wisconsin. The Parties hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

## 12.2 Alternative Dispute Resolution.

(i) 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 in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between the Board and Lighthouse Academies concerning this Agreement, it shall be resolved in accordance with the following alternative dispute resolution procedure.

(ii) Binding Arbitration. Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement, the breach of any duties hereunder or any other relationship, transaction or dealing between the parties (collectively “Disputes”) will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association. Notwithstanding anything set forth herein to the contrary, all notices, arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered to the parties hereto as described in the Notice provision of this Agreement. Any award rendered by the arbitrator(s) may be entered as a judgment or order and confirmed or enforced by either Party in any State or federal court having competent jurisdiction thereof. If either Party brings or appeals any judicial action to vacate or modify any award rendered pursuant to arbitration or opposes the confirmation of such award and the Party bringing or appealing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses (including, without limitation, court costs, arbitrators fees and expenses and attorneys' fees) incurred by the other Party in defending such action. Additionally, if either Party brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, the Party bringing such action for judicial relief will be liable for and will immediately pay to the other Party all of the other Party's costs and expenses (including, without limitation, court costs and attorneys' fees) to stay or dismiss such judicial action and/or remove it to arbitration. The failure of either Party to exercise any rights granted hereunder shall not operate as a waiver of any of those rights. This Agreement concerns transactions involving commerce among the several states. The arbitrators will not be empowered to award punitive damages. The agreement to arbitrate will survive termination of this Agreement. **IF THIS AGREEMENT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.**

(iii) Arbitration of Termination by the Board. Not later than 30 days following a Notice of Termination, either Party may submit the matter to arbitration by delivering written notice to the other. Within 7 days following the date of the written notice, each side shall designate a recognized and

independent educational professional as its panel representative; within 7 days thereafter, these representatives shall designate the neutral. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrators shall permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the matters in controversy together with their award. They shall issue their award within 30 days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

#### 12.3 Breach and Waiver.

No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly 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.

#### 12.4 No Third party Beneficiary Rights.

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

#### 12.5 Negligent, Wrongful or Unlawful Acts of a Party.

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

#### 12.6 Delegation of Authority.

Nothing in the Agreement shall be construed as delegating to Lighthouse Academies any of the powers or authority of North Point which are not subject to delegation by the Board under the applicable State law or under the Charter. The Board may revoke any powers granted to Lighthouse Academies hereunder by written notice to Lighthouse Academies; provided, however, that any such revocation shall in no way impact the obligations of the Board, including its obligation to make the payments owed to Lighthouse Academies pursuant to this Agreement. Should any such revocation make it impossible or impracticable for Lighthouse Academies to perform its responsibilities under this Agreement, Lighthouse Academies may terminate this Agreement in accordance with section 11.3 above.

#### 12.7 Compliance with Laws.

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

#### 12.8 Charter Contract shall Control.



Any provisions of this Agreement that are contrary to or conflicting with the Charter Contract shall be superseded by the terms and conditions of the Charter Contract.

#### 12.9 North Point Access and Inspection.

Lighthouse Academies shall make available to the Board or the Authorizer for inspection and copying, upon reasonable notice, all books, records, and documents relating to Lighthouse Academies' obligations and performance under this Agreement, the operation of the School, and Lighthouse Academies' receipt and expenditure of funds under this Agreement.

#### 12.10 Notices.

All notices, consents and other communications ("notices") which either Party may be required or desire to give the other Party shall be in writing and shall be given by personal service, telecopy, nationally recognized overnight courier service, registered air mail or certified mail (or by equivalent means) to the other Party at its respective address or telecopy telephone number set forth below. Notices shall be deemed to be given upon deposit into the mail by the Party doing the notifying. Notices delivered by telecopy shall be confirmed in writing by overnight courier and shall be deemed to be given upon deposit into the mail by the Party doing the notifying.

#### Lighthouse Academies:

Michael Ronan.  
Lighthouse Academies, Inc.  
1661 Worcester Road, Suite 207  
Framingham, MA 01701  
Tel 508.626.0901  
Fax 508.626.0905

#### North Point Board:

North Point Charter School  
Board of Trustees  
School Contact Person  
School Contact Address  
Milwaukee WI  
Tel: School Contact Phone  
Fax: School Contact Fax

#### 12.11 Defined Terms and Use of Terms.

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

#### 12.12 Section Headings.

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

#### 12.13 Recitals, Appendices, Exhibits and Schedules.

Each recital stated in this Agreement and each appendix, exhibit and schedule to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any appendix, exhibits or schedules, the terms and provisions of this Agreement, absent the appendix, exhibits and schedules, shall control.

#### 12.14 Entire Agreement.

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

#### 12.15 Modifications and Amendments.

This Agreement (including any exhibits and schedules to this Agreement) may be altered, changed, added to, deleted from or modified only by agreement in writing executed by the authorized officer of Lighthouse Academies and the Chairperson of the Board, as authorized by the Board. Accordingly, no course of conduct or custom shall constitute an amendment or modification of this Agreement. Any attempt to modify this Agreement orally, or in a writing not signed by both Parties, shall be void. This Agreement may not be modified, supplemented, explained, or waived by parol evidence.

#### 12.16 Assignment.

This Agreement, including without limitation, the rights granted herein, may be assigned, delegated transferred, pledged, or hypothecated by Lighthouse Academies, whether voluntary or involuntary, with the prior written consent of the Board. The Board shall not consent to such an assignment if due diligence does not provide evidence that the proposed assignee has the appropriate financial resources, educational services and managerial experience to provide the services contracted under this Agreement. 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.

#### 12.17 Counterparts.

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

#### 12.18 No Partnership.

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

#### 12.19 Further Assurances.

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

#### 12.20 Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

12.21 Negotiated Agreement.

The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary. Both Parties acknowledge that they have consulted with independent legal counsel regarding this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above

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

**LIGHTHOUSE ACADEMIES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH POINT LIGHTHOUSE CHARTER SCHOOL**

**By its BOARD OF TRUSTEES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Bronzeville Lighthouse Charter School  
Monthly Board Report**

**Organizational Viability**

**A. Monthly Attendance**

Student attendance for the month of: \_\_\_\_\_ %

Year-to-date student attendance: \_\_\_\_\_ %

Staff attendance for the month of: \_\_\_\_\_ %

Year-to-date staff attendance: \_\_\_\_\_ %

**B. Enrollment 2009-2010**

Grade	Seats Available	Seats Filled	Open Seats	Wait List
K				
1				
2				
3				
4				
5				
6				
7				
8				
<b>TOTAL</b>				

**C. Changes in Enrollment (2009-2010)**

	Month of June (09-10)	Year-to-date (09-10)
Withdrawals		
New Admissions		

Reasons for Withdrawals	# of withdrawals this month	# of withdrawals this year
Relocating out of state/district		
Special Ed services		
Transportation issues		
Personal/family issues		
Student's behavioral issues		
School discipline		
Other student(s) in the school		
school day/year is too long		
School is not what we expected		
Dissatisfied with teacher		

**Bronzeville Lighthouse Charter School  
Monthly Board Report**

Reasons for Withdrawals	# of withdrawals this month	# of withdrawals this year
Dissatisfied with administration/policy		
Wanted siblings to attend same institute		

**D. Professional Development** (*Principal/DOI will write a brief narrative describing PD focuses and recent PD activity.*)

**Educational Programs and Academic Progress**

**A. Assessment Data**

**B. Progress on CAP** (*Principal will include a brief narrative with CAP-related updates.*)

- A. **PRIORITY #1 STANDARDS-BASED LEARNING:** To ensure student success on state exams through alignment of LHA curriculums to the Illinois Learning Standards. The Director's of Instruction lead grade level professional development meetings in regards to the "summer brain drain." The teachers discussed how they could avoid this through communication with the parents and providing work for students over the summer.
- B. **PRIORITY #5: TECHNOLOGY:** To increase the varied usage of multiple technologies. Three smart boards were purchased for the 2010-2011 school year. These ActivBoards will go into the upper academy special education room, the technology room and piloted in a second grade classroom.
- C. **PRIORITY #2 WRITING:** To increase students' writing skills and ability to write for a variety of purposes, including extended response. The directors of instruction along with the principal are planning a professional development workshops to implement the Reggie Routman writing program for the 2010-2011 school year.

**C. External Evaluation and Accountability Reports** (*References to attachments for LHA, CE, and CPS/ONS site visits.*)

**D. Supplemental Programs Update** (*Principal/DOI will include an update on supplemental programs.*)

a.

**School Culture and Community**

**A. Parents and Community Update** (*Updates from Principal/Family Coordinator for P/T Conferences, Family Education Nights, Community Outreach Programs, etc.*)

**B. School Culture** (*Narrative updates from Principal on school culture, including foci for moving forward.*)

	Data for June (09-10)	Year-to-date data (09-10)	Data for April (08-09)	Year-to-date data (08-09)
# of suspensions				
# of students suspended				
# of Lower Academy students suspended				
# of Upper Academy students suspended				

**Bronzeville Lighthouse Charter School  
Monthly Board Report**

	Data for June (09-10)	Year-to- date data (09-10)	Data for April (08-09)	Year-to- date data (08-09)
% of students suspended				
# of students suspended more than one time				
# of suspensions greater than 2 days				

Suspensions by Behavior Type	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June
Gross Disobedience											
Gross Disrespect											
Violence/Aggression											
Cheating											
Stealing											
<b>Total</b>											

C. Staff Culture (Updates from Principal as available on staff culture – e.g., leadership survey results summarized or staffing updates)

a. Staffing updates:

On 7/1/10

# PRINCIPAL VISION OF EXCELLENCE

(BASED ON ESSENTIAL FUNCTIONS FROM PRINCIPAL POSITION DESCRIPTION)

Essential Functions	Actions	Outcomes
Instructional Leadership: Data Analysis	Action 1: Accurately analyze student achievement data from state, NWEA, and curricular assessments, in order to...	understand trends within and across teachers, grade levels, content areas and student sub-groups, contribute insights to school-wide planning, and support DOI in differentiating planning, interventions, and coaching of teachers to ensure all of our students achieve high levels of academic success.
	Action 2: Actively monitor and analyze teacher performance standard data, in order to...	have accurate, ongoing knowledge of teachers' levels of effectiveness on the LHA teacher evaluation rubric and vis-à-vis teachers' individual IPDPs, and know how to tailor school-wide and individual planning, support, interventions, and management of staff and resources to meet the mission.
	Action 3: Actively monitor and analyze non-academic student data in school, in order to...	have accurate, ongoing knowledge of students' progress against school-wide and network goals, and know how to tailor your school-wide and individual teacher planning, support, interventions, and management of staff and resources in order to meet the mission.
	Action 4: Actively monitor school culture, in order to...	have an accurate, ongoing understanding of how school culture is serving or hindering key goals, and know how to tailor school-wide and individual planning, interventions, and management of staff and resources to meet the mission.
	Action 5: Following a collaborative review of spring data, establish, monitor, and revise (after fall and winter data collection) the school's Culture of Achievement Plan in order to ...	create a data-driven school culture that uses an analysis of needs to inform school-wide and individual professional development, instructional interventions, family involvement opportunities, and the management of staff and resources.
Instructional	Action 1: Build a collaborative culture and individual relationships with teachers, school staff, and school leadership, such that...	they understand and are invested in our instructional and operational model and provide valuable support for student achievement.
	Action 2: Establish structures and systems, such that...	the time of the school leadership, instructional staff, and non-instructional staff enables them to be focused on ensuring all students and staff achieve LHA and school goals.



# PRINCIPAL VISION OF EXCELLENCE

(BASED ON ESSENTIAL FUNCTIONS FROM PRINCIPAL POSITION DESCRIPTION)

Essential Functions	Actions	Outcomes
<p>Leadership: Professional Development</p>	<p>Action 3: Observe and coach DOI to his/her Vision of Excellence, such that...</p> <p>Action 4: Communicate about and lead effective execution of the IPDP process, such that...</p> <p>Action 5: Conduct data analysis and map out professional development plans with school leadership (DOI, DSC, TLF), such that...</p> <p>Action 6: Directly lead school-wide staff learning experiences, such that...</p> <p>Action 7: Collaboratively manage Title 1 and special education teams such that...</p> <p>Action 8: Collaborate with school leadership team to identify, promote, and support teacher leadership, such that...</p>	<p>the DOI can identify Vision of Excellence actions that are areas of strength and growth, and s/he is able to accomplish the outcomes of his/her Vision of Excellence.</p> <p>all team members are encouraged to set goals and reflect on them throughout the year, team members who are struggling receive the necessary support and/or are appropriately dismissed in a way that minimizes any negative impact on the staff and the school culture, and all team members participate in the process in a way that best promotes professional, personal, and student growth.</p> <p>school priorities and action steps are collaboratively defined and written into the Culture of Achievement Plan, that professional development plans are directly aligned to student achievement data and observation data such that school priorities and action steps are collaboratively defined and written into the Culture of Achievement Plan and that professional development plans are directly aligned to student achievement data and observation data in order to ensure differentiated support for team members.</p> <p>teachers internalize essential content and mindsets based on student or teacher data.</p> <p>instruction is data driven, high quality, and consistent with the LHA model and relevant laws</p> <p>teachers are able to share their areas of expertise with the larger school community (i.e., leading professional development, contributing to the school newsletter, conducting school-wide family nights) while at the same contributing to the collaborative culture at the school and across the LHA network.</p>

# PRINCIPAL VISION OF EXCELLENCE

(BASED ON ESSENTIAL FUNCTIONS FROM PRINCIPAL POSITION DESCRIPTION)

Essential Functions	Actions	Outcomes
<p>Instructional Leadership: Culture of Achievement and Respect</p>	<p>Action 1: Set expectations and operate in ways that consistently model Lighthouse Academies' mission, vision, and core values, and intervene when core values are breached, such that...</p>	<p>staff and students understand, see, and internalize a sense of urgency and a way of operating that maximizes progress towards goals.</p>
	<p>Action 2: Create and manage the approved code of conduct in conjunction with Responsive Classroom/Developmental Designs, such that...</p>	<p>expectations of students, leadership, staff, and families are clear and all school community members are invested in building and maintaining a culture of achievement and respect, Responsive Classroom/Developmental Designs components are evident in the life of the school, and students use school time productively to learn and develop positive social-emotional skills.</p>
	<p>Action 3: Foster a sense of partnership, trust, and respect among all staff, students, and parents/family members such that...</p>	<p>staff, students and their families are invested in their work and remain productively engaged throughout the year and beyond.</p>
	<p>Action 4: Build and maintain proactive relationships with RD and other LHA network employees as applicable, such that...</p>	<p>they are invested in school-specific goals as identified in the CAP, provide valuable support to leadership - both for student and staff learning, and such that the Lighthouse Academies model is implemented with fidelity and best practices that reflect the LHA mission, vision, and core values are shared across the network.</p>
	<p>Action 5: Build proactive relationships with members of Board of Trustees and actively participate in Board Meetings, such that...</p>	<p>a clear picture of the operations and progress of the school are communicated through monthly board reports, and there is a clear and ongoing line of communication between all stakeholders regarding the school.</p>

# PRINCIPAL VISION OF EXCELLENCE

(BASED ON ESSENTIAL FUNCTIONS FROM PRINCIPAL POSITION DESCRIPTION)

Essential Functions	Actions	Outcomes
Operational Leadership Management	<p>Action 6: Conduct regular evaluations of instructional staff members using LHA evaluation protocols and staff Individual Professional Development Plans, such that...</p> <p>Action 7: Participate in Cambridge Education, LHA education team school visits, and authorizer visits (including preparation for the site visits) in order to ...</p>	<p>instructional staff members are trained and supported in their work to achieve position-specific goals and improve/maintain the effectiveness of their work.</p> <p>reflect on, monitor, and act upon feedback pertaining to school culture, achievement, and fidelity to implementation of the school's charter and the LHA model.</p>
	<p>Action 1: Actively manage the school charter and budget in accordance with LHA policies and procedures, such that ...</p> <p>Action 2: Customize operational visions to realities of school site, such that ...</p>	<p>resources are allocated strategically, to support the LHA model, and in accordance with budgetary constraints.</p> <p>all school-based staff have clear understanding of expectations and goals for school operations in accordance with LHA, charter authorizer, and state policies and procedures.</p>
	<p>Action 3: Build capacity of and manage OM's, FC's, custodians, and other support staff's ongoing execution of operations at school site, such that ...</p>	<p>the school is a safe and clean place, school operations run smoothly and in accordance with LHA, authorizer, and state policies and procedures, all LHA, authorizer, and state reports are completed accurately and timely, and instructional staff are able to achieve goals with their students.</p>
	<p>Action 4: Conduct regular evaluations of non-instructional staff members using LHA evaluation protocols and staff Individual Professional Development Plans, such that...</p>	<p>non-instructional staff members are trained and supported in their work to achieve position-specific goals and improve/maintain the effectiveness of their work.</p>

# PRINCIPAL VISION OF EXCELLENCE

(BASED ON ESSENTIAL FUNCTIONS FROM PRINCIPAL POSITION DESCRIPTION)

Essential Functions	Actions	Outcomes
<p>Operational Leadership: Culture of Achievement and Respect</p>	<p>Action 1: Market the school and recruit and hire staff with effective and strategic marketing materials and approaches, such that...</p>	<p>the school is fully-staffed with people who embody and exemplify LHA's essential qualities and who understand and are committed to the LHA mission, vision, and core values and their role in increasing student achievement.</p>
	<p>Action 2: Recruit families through the use of effective and strategic marketing materials and approaches such that...</p>	<p>the school is fully-enrolled with a waitlist, students and families are knowledgeable about and committed to the mission.</p>
	<p>Action 3: Engage families in varied opportunities to participate in their child's education throughout the year such that...</p>	<p>families are invested in the school and their student's learning.</p>
	<p>Action 4: Establish and maintain relationships with arts partners, such that...</p>	<p>the arts partner is invested in the school, its students and its goals which yields a well-planned and successfully implemented arts infusion program from which the students and teachers benefit throughout the year.</p>
	<p>Action 5: Establish and maintain relationships with other community based organizations (CBOs), such that...</p>	<p>CBOs are invested in the school and support it as appropriate to the mission, vision, core value, and its drive to achieve its goals.</p>



## LIGHTHOUSE ACADEMIES POSITION DESCRIPTION

*We prepare our students for college through a rigorous arts-infused program.*

### VISION

All students will be taught by an outstanding teacher in a nurturing environment. Every student will achieve at high levels and develop the knowledge and values necessary for responsible citizenship and life long learning. The impact of our collaborative efforts will fundamentally change public education.

### CORE VALUES

Work hard. Get smart.  
Graduate from college.

High expectations  
equal results.

Nothing less  
than excellence.

Today is the day  
we make it happen.

**Title: TEACHER**

**Reports To: Principal**

### ESSENTIAL QUALITIES

*Lighthouse Academy (LHA) teachers are more than instructional staff members and classroom managers. They help transform children's lives by creating opportunities for a brighter future. We are seeking teachers who will make the commitment to teach with determination, integrity and purpose, embodying these essential qualities:*

- Past experiences and actions reflect a commitment to the LHA mission, vision, core values
- A passion and ability to build and sustain the LHA K-12 model in a high need, urban environment
- Work in schools that demonstrates a sense of urgency and the relentless pursuit of high academic student achievement
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative
- Belief in the power of collaboration and works to build a collaborative culture with LHA network, community, staff, families and students

### ESSENTIAL FUNCTIONS

*A Lighthouse Academy teacher works to create and enhance a culture of achievement and respect where high expectations and results are the norm. All teachers are responsible for demonstrating significant and measurable academic gains, each year, with the students they teach. All teachers' actions must always be aligned with our mission, vision, core values and education program. The essential functions for our teachers are as follows:*

#### INSTRUCTION

##### **I. ORGANIZING for INSTRUCTION**

- Use the Lighthouse Academies' Curriculum Guides to create rigorous, objective-driven, arts-infused lessons aligned with state standards.
- Identify in each lesson what thinking skills will be explicitly taught and practiced; what physical, social, or content skills students will be able to do and how students will know if they can do it.
- Differentiate for individual students based on their unique learning needs so all students are appropriately engaged and challenged.
- Ensure students are engaged through activities and technology that accommodate various learning styles, personality styles, and the need for physical movement.

##### **II. DELIVERY of INSTRUCTION**

- Explicitly introduce learning objectives to activate students' prior knowledge as it relates to the objectives, and conclude the lesson by revisiting the learning objective and having students apply it in context.
- Present academic content through a variety of instructional strategies to reach all learners.
- Provide many and varied opportunities for students to achieve mastery while working to promote achievement by all students without exception.

#### ASSESSMENT

- Develop standards-aligned, measurable, ambitious big goals that will increase student opportunities for achievement; assess and track performance against these goals.

- Measure student achievement of, and progress toward, the learning objectives and big goals with formative and summative assessment tools.
- Provide ongoing and timely feedback to students on their progress towards meeting big goals by frequently checking for understanding and listening.
- Use data to reflect on effectiveness of lessons and student achievement progress in order to improve instruction and personal practice.
- Use data to update each student's Individual Learning Plan.

### **LEARNING ENVIRONMENT**

- Create a focused environment of fairness and respect that encourages students to take risks and strive to reach goals.
- Communicate and enforce high expectations and standards for behavior and academic performance, aligned with the LHA School Culture Guide and Responsive Classroom, to create a strong culture of achievement and respect.
- Establish, model, practice, and reinforce age-appropriate rules and logical consequences; create and consistently use individual behavioral management plans, as needed.
- Implement classroom procedures, systems, and routines that provide structure for students and maximize instructional time.

### **FAMILY and COMMUNITY RELATIONS**

- Communicate respectfully and thoughtfully with parent/guardians remaining sensitive to different families' cultures, values and needs.
- Initiate and maintain timely communication with all parents/guardians (through daily/weekly folders, notes home, weekly newsletters, phone calls, in-person meetings, conferences, report cards) concerning student progress and to provide a clear picture of the curriculum and high expectations.
- Work collaboratively with parents/guardians, families, and other members of the community to involve them in academic activities and to support the success of a diverse student population and to bring in volunteers and additional resources.

### **PROFESSIONALISM**

- Collaborate with colleagues (grade level and school-wide meetings, professional development days, the professional development institute) to continuously improve personal practice, classroom instruction, assessment, and student achievement, as well as the overall goals and mission of the school and the network.
- Access meaningful learning experiences (current theory, research, and developments in relevant academic disciplines, professional development opportunities, and ideas from colleagues and supervisors) and exercises judgment in accepting findings as valid for application in classroom practice and teacher improvement.
- Reflect critically upon teaching experience; identify areas for further professional development as part of a professional development plan that is linked to grade level, school, and network goals; access meaningful learning experiences; and listen thoughtfully to other viewpoints and respond constructively to suggestions and criticisms.
- Use feedback to update Individual Professional Development Plan.
- Fulfill all outlined and related functions professionally, timely and thoroughly.

## **MINIMUM QUALIFICATIONS**

**EDUCATION:** Bachelor's degree, preferably in Education

### **EXPERIENCE, KNOWLEDGE & SKILLS:**

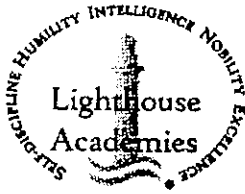
- Two (2) years prior teaching experience preferred
- Required state teaching certification/licensure
- Highly Qualified status under *No Child Left Behind*
- Strong desire to work within an innovative, urban educational program
- Proven track record of raising student achievement scores in an urban environment
- Ability to use data to inform instruction and decision-making related to student achievement
- Ability to turn best practices into high quality, goal-driven results
- Highly effective writing, oral and interpersonal skills to communicate with a varied audience
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)

## **HUMAN RESOURCE INFORMATION**

**EVALUATION:** Formal and informal (ongoing) observations; Progress toward standards outlined in Teacher Performance Standards Rubric, network goals, and Individualized Professional Development Goals

**EMPLOYMENT AND BENEFITS:** Per company policy

**CLASSIFICATION:** Full-time, Academic, and Exempt



## LIGHTHOUSE ACADEMIES POSITION DESCRIPTION

*We prepare our students for college through a rigorous arts-infused program.*

### VISION

All students will be taught by an outstanding teacher in a nurturing environment. Every student will achieve at high levels and develop the knowledge and values necessary for responsible citizenship and life long learning. The impact of our collaborative efforts will fundamentally change public education.

### CORE VALUES

Work hard. Get smart.  
Graduate from college.

High expectations  
equal results.

Nothing less  
than excellence.

Today is the day  
we make it happen.

Title: **DIRECTOR of INSTRUCTION**

Reports To: **Principal**

### ESSENTIAL QUALITIES

*Lighthouse Academy (LHA) Directors of Instruction are more than instructional leaders and managers. They help transform children's lives by creating opportunities for a brighter future. LHA Directors of Instruction are responsible for ensuring all of our students achieve high levels of academic success. We are seeking Directors of Instruction who will make the commitment to lead with determination, integrity and purpose, embodying these essential qualities:*

- Past experiences and actions reflect a commitment to the LHA mission, vision, core values
- A passion and ability to build and sustain the LHA K-12 model in a high need, urban environment
- Work in schools that demonstrates a sense of urgency and the relentless pursuit of high academic student achievement
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative
- Belief in the power of collaboration and works to build a collaborative culture with LHA network, community, staff, families and students

### ESSENTIAL FUNCTIONS

*The Director of Instruction of a Lighthouse Academy school is an instructional, operational and strategic leader who works to create and enhance a culture of achievement and respect where high expectations and results are the norm. Our directors of instruction are responsible for demonstrating significant and measurable academic gains, each year, with all students. The actions of our directors of instruction must always be aligned with our mission, vision, core values and education program. The essential functions for our directors of instruction are as follows:*

### INSTRUCTIONAL LEADERSHIP

#### **I. DATA ANALYSIS**

- Provide data to inform the development of the school's Culture of Achievement Plan with respect to the eight (8) network-wide goals.
- Use data systems to organize and analyze data to be used by school staff to inform decision making, program modification and planning for targeted, differentiated instruction.
- Meet regularly with the staff to increase their knowledge and level of comfort with data, as well as to discuss data trends to inform program implementation, modification and planning for targeted and differentiated instruction.
- Assist with the creation, completion and presentation of school reports, as well as required reports for the district and charter authorizer.

#### **II. PROFESSIONAL DEVELOPMENT**

- Provide a wide variety of instructional coaching focused on data analysis, best practices, and targeted and differentiated instruction, as well as high expectations for student achievement and behavior.
- Monitor the pacing and faithful implementation of the education program as outlined in the LHA Curriculum Guides; modify pacing as necessary.

- Work closely with the Principal to determine school-wide professional development needs, as well as the individualized professional development needs of staff members, to meet all network and school related goals.
- Provide professional development, both internally and externally, to the staff as needed to implement the LHA education program and to achieve goals.
- Assist staff in the development and realization of Individual Professional Development Plans.
- Assist with the development of and oversee the school's staff induction program and mentorship programs; lead the Teacher Leader Fellow program at school site.

### **III. CULTURE of ACHIEVEMENT and RESPECT**

- Work with the principal to provide the collaborative leadership necessary to implement the school's mission; coordinate work and collaborate with the LHA network.
- Assist with the creation of a school culture with staff, parents and students focused on strong academic achievement, fairness, respect and high expectations for behavior as outlined in the school's charter, the LHA Curriculum Guides and the LHA School Culture Guide.
- Work collaboratively with families and other members of the community to involve them in academic activities, to support the success of a diverse student population, and to bring in volunteers and additional resources.
- Communicate respectfully and thoughtfully with parent/guardians remaining sensitive to different families' cultures, values and needs.

### **OPERATIONAL LEADERSHIP**

- Organize and manage all curricular materials, assessment materials and resources; assist with inventory and ordering.
- Coordinate all state and school-based assessments.

### **PROFESSIONALISM**

- Collaborate with colleagues (grade level and school-wide meetings, professional development days, the professional development institute) to continuously improve personal practice, classroom instruction, assessment, and student achievement, as well as the overall goals and mission of the school and the network.
- Access meaningful learning experiences (current theory, research, and developments in relevant academic disciplines, professional development opportunities, and ideas from colleagues and supervisors) and exercise judgment in accepting findings as valid for application in leadership and teacher improvement.
- Reflect critically upon instructional leadership experience, identify areas for further professional development as part of a professional development plan that is linked to school and network goals, access meaningful learning experiences, and listen thoughtfully to other viewpoints and respond constructively to suggestions and criticisms.
- Use feedback to inform and update Individual Professional Development Plan.
- Fulfill all outlined and related functions professionally, timely and thoroughly.

## **MINIMUM QUALIFICATIONS**

**EDUCATION:** Masters Degree in Education, Education Administration or Teaching

### **EXPERIENCE, KNOWLEDGE & SKILLS:**

- Three to five (3-5) years teaching experience. Three (3) years of school administrative/leadership experience, including instructional coaching and collaborative leadership
- Training in and implementation of LHA curriculum programs
- Experience with data analysis and using data to target instruction and inform decision making
- Turning best practices into high quality, goal-driven results
- Proven track record of closing the achievement gap
- Data management tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)
- Sense of humor

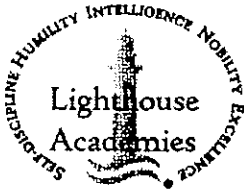
## **HUMAN RESOURCE INFORMATION**

**EVALUATION:** Evaluation twice a year by Principal based on progress toward network goals, IPDP goals and core competencies

**EMPLOYMENT AND BENEFITS:** Per company policy

**CLASSIFICATION:** Full-time, Administrative, and Exempt





## LIGHTHOUSE ACADEMIES POSITION DESCRIPTION

*We prepare our students for college through a rigorous arts-infused program.*

### VISION

All students will be taught by an outstanding teacher in a nurturing environment. Every student will achieve at high levels and develop the knowledge and values necessary for responsible citizenship and life long learning. The impact of our collaborative efforts will fundamentally change public education.

### CORE VALUES

Work hard. Get smart.  
Graduate from college.

High expectations  
equal results.

Nothing less  
than excellence.

Today is the day  
we make it happen.

Title: **PRINCIPAL**

Reports To: **Regional Director**

### ESSENTIAL QUALITIES

*Lighthouse Academy (LHA) principals are more than school leaders and managers. They help transform children's lives by creating opportunities for a brighter future. LHA school leaders are responsible for ensuring all of our students achieve high levels of academic success. We are seeking principals who will make the commitment to lead with determination, integrity and purpose, embodying these essential qualities:*

- Past experiences and actions reflect a commitment to the LHA mission, vision, core values
- A passion and ability to build and sustain the LHA K-12 model in a high need, urban environment
- Work in schools that demonstrates a sense of urgency and the relentless pursuit of high academic student achievement
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative
- Belief in the power of collaboration and works to build a collaborative culture with LHA network, community, staff, families and students

### ESSENTIAL FUNCTIONS

*The principal of a Lighthouse Academy school is an instructional, operational and strategic leader who works to create and enhance a culture of achievement and respect where high expectations and results are the norm. Our principals are responsible for demonstrating significant and measurable academic gains, each year, with all students. Our principals' actions must always be aligned with our mission, vision, core values and education program. The essential functions for our principals are as follows:*

### INSTRUCTIONAL LEADERSHIP

#### **I. DATA ANALYSIS**

- Lead the school team in reaching the eight network goals; align school goals to the charter and LHA model.
- Manage all school programs in a manner that ensures efficiency, effectiveness and compliance; evaluate programs and make changes, as necessary, in line with the charter and the LHA model.
- Ensure timely, continuous and effective use of data for decision making and differentiated programming and instruction.
- Provide and present data toward network and school goals to the Board of Trustees and other constituents, as requested.

#### **II. PROFESSIONAL DEVELOPMENT**

- Serve as instructional leader, collaborating closely with the Director of Instruction to determine professional development needs of school to meet all network and school related goals.
- Work closely with each individual staff member (both instructional and non-instructional) to assist and guide them with the development of the Individual Professional Development Plan; provide training and allow for opportunities for staff to meet individual goals; evaluate progress toward goals.

#### **III. CULTURE of ACHIEVEMENT and RESPECT**

- Provide the collaborative leadership necessary to implement the school's mission; coordinate work and collaborate with the LHA network.
- Create a school culture with staff, parents and students focused on strong academic achievement, fairness, respect and high expectations for behavior (aligned with the school's charter, the LHA Curriculum Guides and the LHA School Culture Guide) that allows students to take risks and strive to reach goals.

- Establish, model, practice, and reinforce age-appropriate rules and logical consequences when working with students and staff members regarding student behavior.
- Initiate and maintain timely communication with all parents/guardians (through daily/weekly folders, notes home, weekly newsletters, phone calls, in-person meetings, conferences, report cards) concerning student progress and to provide a clear picture of the curriculum, culture and high expectations.
- Communicate respectfully and thoughtfully with parent/guardians remaining sensitive to different families' cultures, values and needs.

## **OPERATIONAL LEADERSHIP**

### **I. MANAGEMENT**

- Establish and manage school operations, procedures, systems, and routines that provide structure for students and maximize instructional time.
- Complete and monitor all compliance requirements (Education law and regulations; federal programs initiatives; student support service programs, emergency plans and protocols).
- Complete all required authorizer, district and network reports with accuracy and timeliness.
- Manage and oversee school budget, ensuring that all financial transactions are completed in accordance with LHA policies and procedures.

### **II. CULTURE of ACHIEVEMENT and RESPECT**

- Recruit, hire, train, and evaluate staff, and complete any other personnel actions, in accordance with LHA policies and procedures.
- Conduct and supervise marketing of school; actively recruit families to ensure full enrollment.
- Establish, build and maintain community partnerships and relationships (arts partners, educational and child advocacy groups, business partners, media) to support the success of a diverse student population and the mission of the school, and to bring in volunteers and additional resources.

## **PROFESSIONALISM**

- Collaborate with colleagues (grade level and school-wide meetings, professional development days, the professional development institute) to continuously improve personal practice, classroom instruction, assessment, and student achievement; as well as to achieve the overall goals and mission of the school and the network.
- Access meaningful learning experiences (current theory, research, and developments in relevant academic disciplines, professional development opportunities, and ideas from colleagues and supervisors) and exercise judgment in accepting findings as valid for application in leadership and teacher improvement.
- Reflect critically upon leadership experience; identify areas for further professional development as part of a professional development plan that is linked to school and network goals; access meaningful learning experiences; and listen thoughtfully to other viewpoints and respond constructively to suggestions and criticisms.
- Use feedback to inform and update Individual Professional Development Plan.
- Fulfill all outlined and related functions professionally, timely and thoroughly.

## **MINIMUM QUALIFICATIONS**

**EDUCATION:** Masters Degree in Education, Education Administration or Teaching

### **EXPERIENCE, KNOWLEDGE & SKILLS:**

- Five (5) years teaching experience. Three (3) years of school administrative experience.
- Training and implementation of LHA curriculum programs
- Turning best practices into high quality, goal-driven results
- Proven track record of closing the achievement gap
- Collaborative leadership and school-based decision making
- Education law and regulations; federal programs initiatives; student support service programs
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)
- Sense of humor

## **HUMAN RESOURCE INFORMATION**

**EVALUATION:** Goal based evaluation twice a year by Regional Director with input from the local Board of

**EMPLOYMENT AND BENEFITS:** Per company policy

**CLASSIFICATION:** Full-time, Administrative, and Exempt

## **Lighthouse Academies Professional Teacher Observation and Evaluation System**

*Real learning gets to the heart of what it means to be human. Through learning we re-create ourselves. Through learning we become able to do something we never were able to do. Through learning we re-perceive the world and our relationship to it. Through learning we extend our capacity to create, to be part of the generative process of life. There is within each of us a deep hunger for this type of learning.*

*-from The Fifth Discipline: The Art and Practice of the Learning Organization by Peter Senge*

Lighthouse Academies strives to be a learning organization. Our *professional teacher observation and evaluation system* aims to generate important conversation, reflection and learning that yield, as Senge says, a “hunger” to “do something we were never able to do.” Certainly, one purpose for the process and materials that are contained in this packet is to clarify how teachers are formally evaluated and to illuminate specific standards that we expect of exemplary educators. A second, and perhaps more important, purpose is to articulate how we, as a community of educators, continually learn from each other to improve the quality of our teaching, learning and leadership.

As always, we encourage you to reflect on how well this system works for you and to share with the LHA Education Team your ideas and insights for improvement.

1. The professional teacher observation and evaluation system policy provides:

- 1.1 Information for the continuous improvement in performance through an exchange of information between the person being evaluated and the evaluator(s).
- 1.2 A record of facts and assessments for personnel decisions.
- 1.3 Information for annual teacher performance bonus.

2. Observations and evaluations shall be based upon the following *Teacher Performance Standards*. We expect that the professional staff member:

**Standard 1: Instructional Planning**

*Demonstrates purposeful, objective-driven instructional planning that considers the needs of all learners while maintaining a sense of urgency in pursuing ambitious goals*

**Standard 2: Instructional Delivery**

*Delivers instruction in a clear, skillful, objective-driven manner that considers the learning modalities and levels of all learners*

**Standard 3: Assessment**

*Diligently collects and analyzes data to drive instruction and consistently leverages data as a motivational tool to drive students to achieve big goals*

**Standard 4: Learning Environment**

*Effectively creates and manages a safe and welcoming learning environment with clear behavioral expectations such that resources, instructional time, and student and teacher energy are maximized to master lesson objectives and reach the student, classroom, and school goals*

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**Standard 5: Family and Community Relations**

*Effectively communicates and collaborates with parents/guardians and other members of the community to improve student learning*

**Standard 6: Professionalism**

*Demonstrates responsibility towards professional growth and development and effectively fulfills professional responsibilities*

The *Teacher Performance Standards* and descriptors are included in Exhibit 1 of this document.

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3. The observation and evaluation cycle will include the following:

<b>Summary Table of the Cycle of Observations</b>			
<b>Steps &amp; Descriptions</b>	<b>Forms Needed</b>	<b>Timeline for Teachers NEW to LHA</b>	<b>Timeline for RETURNING Teachers</b>
<p><b>Step 1: Overview for Staff</b></p> <p>The principal convenes an initial staff meeting to review the evaluation system, school goals, compensation policy rubric and the proposed professional development activities for the school year.</p>	<p><i>Teacher Evaluation Protocol</i></p>	<p>Prior to the first day of school</p>	
<p><b>Step 2: Teachers Complete a Self-Assessment and Develop an IPDP</b></p> <p>Using the self-assessment (Exhibit 2) as a guide, each teacher develops an Individual Professional Development Plan (IPDP) with the guidance of the principal and/or Director of Instruction (DOI). Within the IPDP (Exhibit 3), the teacher and the principal agree to professional development goals. The plan is in writing and signed by the principal, the teacher and the mentor if one is assigned.</p>	<p><i>Self-Assessment IPDP</i></p>	<p>Prior to September 30<sup>th</sup></p>	<p>Prior to the first day of school</p> <p>Note: Returning teachers may opt to use their end of the year self-evaluation and most recent IPDP from the previous year.</p>
<p><b>Step 3: Classroom Observation</b></p> <p>The principal completes a formal <i>classroom observation</i> (for at least 30 minutes) a minimum of three times per academic year.<sup>1</sup> The purpose of these observations and conferences is to provide feedback to teachers that impacts teaching and learning in the classroom throughout the year.</p>		<p>By Nov. 15<sup>th</sup> – 1<sup>st</sup> observation By March 15<sup>th</sup> – 2<sup>nd</sup> observation By June 6<sup>th</sup> – 3<sup>rd</sup> observation (same dates for returning teachers)</p>	<p>Note: School leaders may (but are not obligated to) conduct two rather than three formal observations for a returning teacher who received a “proficiency” or “mastery” rating on the previous end-of-year review. For these selected teachers, principals conduct a formal evaluation in the fall <b>OR</b> winter. All teachers receive a formal spring observation.</p>

<sup>1</sup> Returning teachers will be formally observed a minimum of two times during the academic year. Additional observations may be requested by the teacher or made by the Principal at any time.

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<p><b>Step 4: Post-observation Conference</b></p> <p>There is a <i>post-observation conference</i> within 24 hours after each formal classroom observation to review the claims and evidence, student data, IPDP and discuss next steps.  <b>** See Exhibit 4 for more detailed information and examples.</b></p>	<p>Notes on Observations including:</p> <ul style="list-style-type: none"> <li>• Script</li> <li>• Claims and Evidence</li> </ul> <p>IPDP</p>	<p>Within 24 hours of the observation</p>
<p><b>Step 5: Develop Post-observation Conference Report (after each formal observation).</b></p> <p>Principals provide narrative feedback to the teachers in the <i>Post-observation Conference Report</i> within a week of the Post-observation conference. The teacher acknowledges receipt of the report by signing and dating after receipt. The teacher may attach written comments within fifteen (15) days to all observation reports. <i>A copy of all reports and comments shall be filed in the teacher's personnel file.</i></p>	<p>Notes on Observations including:</p> <ul style="list-style-type: none"> <li>• Script</li> <li>• Claims and Evidence</li> </ul>	<p>Within seven (7) days of observation</p>
<p><b>Steps #3-5 will occur for all instructional staff by November 15 and repeated again between December and March 15 and between April and June 6. The Final Post-observation process includes other components described below:</b></p>		
<p><b>Step 5A. Final Post-observation Conference &amp; Report</b></p> <p>The final post-observation meeting includes time for the teacher to share and discuss his/her results, IPDP and self-evaluation (Exhibit 5) in meeting the school's professional teaching standards. The teacher and the principal discuss classroom observations that were conducted during the year.</p> <p>A <i>Teacher Performance Standards Rubric</i> (Exhibit 6) is completed for ALL teachers for the final conference. The purpose of this final report is to evaluate how well a teacher has performed relative to the network rubric. This summary is placed in the teacher's personnel file. This will determine each individual teacher's performance bonus eligibility.</p>	<p>IPDP</p> <p>Notes on Observations</p> <p>Teacher Self-Evaluation</p> <p>Teacher Self-Assessment (from beginning of the year)</p> <p>End of Year Review Rubric</p> <p>Final Narrative Report based on observations, discussions at post</p>	<p>By May 16<sup>th</sup></p> <p>Within one week of the conference/meeting</p>

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	observation conferences, and collected data
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## Exhibit 1

### TEACHER PERFORMANCE STANDARDS

#### Teacher Performance Standards

The following performance standards provide a general overview of expectations for all instructional staff.

#### **Standard 1: Instructional Planning**

*Demonstrates purposeful, objective-driven instructional planning that considers the needs of all learners while maintaining a sense of urgency in pursuing ambitious goals*

- 1.1 Creates a long-term curriculum plan demonstrating a rigorous knowledge of grade level requirements for subjects taught using the Lighthouse Academies' curriculum guides and state standards
- 1.2 Purposefully plans rigorous, objective-driven, arts-infused lessons and activities that account for various learning styles and need for physical movement
- 1.3 Differentiates for individual students based on their unique learning needs so all students are appropriately engaged and challenged

#### **Standard 2: Instructional Delivery**

*Delivers instruction in a clear, skillful objective-driven manner that considers the learning modalities and levels of all learners*

- 2.1 Explicitly introduces learning objectives to students, activates students' prior knowledge as it relates to the objectives, and concludes the lesson by revisiting the learning objective and having students apply it in context
- 2.2 Presents academic content through a variety of instructional strategies to relentlessly reach all learners
- 2.3 Provides many and varied opportunities for students to achieve mastery while working to promote achievement by all students without exception

#### **Standard 3: Assessment**

*Diligently collects and analyzes data to drive instruction and consistently leverages data as a motivational tool to drive students to achieve big goals*

- 3.1 Develops standards-based, measureable, ambitious goals that will increase student achievement toward or beyond LHA network goals
- 3.2 Uses standards-aligned assessments at the beginning, middle, and end of units (with tracking and grading systems) to measure progress toward or beyond LHA network goals
- 3.3 Continually collects and analyzes data to plan instruction for the full range of students within the classroom
- 3.4 Frequently checks for understanding, clears up or revisits areas of confusion, and provides timely feedback to students

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**Standard 4: Learning Environment**

*Effectively creates and manages a safe and welcoming learning environment with clear behavioral expectations such that resources, instructional time, and student and teacher energy are maximized to master lesson objectives and reach the student, classroom, and school goals*

- 4.1 Creates a focused environment of fairness and respect that encourages students to take risks and strive to reach big goals
- 4.2 Communicates and enforces high standards for behavior and academic performance
- 4.3 Celebrates progress towards big goals and increases long-lasting investment in hard work and big goals
- 4.4 Organizes a user-friendly classroom to ensure a productive academic environment and a safe physical space
- 4.5 Implements classroom procedures, systems, and routines that provide structure for students and maximize instructional time
- 4.6 Establishes, models, practices, and reinforces age-appropriate rules and logical consequences and individual behavioral management plans (as needed)

**Standard 5: Family and Community Relations**

*Effectively communicates and collaborates with parents/guardians and other members of the community to improve student learning*

- 5.1 Communicates respectfully with parents/guardians and is sensitive to different families' cultures and values
- 5.2 Responds promptly and effectively to parent/guardian questions and concerns with positive interactions
- 5.3 Maintains timely and frequent communication with parents/guardians concerning curriculum, expectations, student progress or problems and is tenacious in contacting hard-to-reach parents/guardians

**Standard 6: Professionalism**

*Demonstrates responsibility towards professional growth and development and effectively fulfills professional responsibilities*

- 6.1 Collaborates with colleagues to continuously improve instruction, assessment, and achievement
- 6.2 Reflects critically upon teaching experience and effectiveness of lessons, identifies areas of strength and weakness, listens thoughtfully to others and responds constructively to feedback
- 6.3 Engages in meaningful learning experiences that may include reading current theory, research, and developments in relevant academic disciplines, professional development opportunities, and collecting ideas from colleagues and supervisors

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Exhibit 2

**LHA TEACHER PERFORMANCE STANDARDS SELF-ASSESSMENT TOOL**

Teacher Name: \_\_\_\_\_ School: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Reviewed with: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

**Overview**

The *LHA Teacher Performance Standards Self-Assessment Tool* presents an opportunity for you to reflect on areas of your practice. This document has several purposes. As a precursor to your Individual Professional Development Plan, it can help inform the elements of your teaching that you would like to focus on during the year ahead. This tool may also be used in conversation with your principal and director of instruction to guide individual and all-school professional development. Finally, when the time comes for you to complete your end of the year self-evaluation, this tool may add to the understanding of your growth as a teacher in relation to the LHA performance standards. You are not expected to fill in all of the boxes in the “Notes & Comments” or the “Professional Development activities...” columns. Those spaces are for you to add additional information as you see fit. The “Professional development activities...” column may be used to guide your responses to Section IV (Development Activities) of your IPDP.

**Standard 1: Instructional Planning**  
*Demonstrates purposeful, objective-driven instructional planning that considers the needs of all learners while maintaining a sense of urgency in pursuing ambitious goals*

Action	Self-assessment			Notes & Comments	Professional development activities that support areas of growth and/or opportunities to share strengths with colleagues.
	Novice	Adv. Prof.	Ex.		
1.1 Creates a long-term curriculum plan demonstrating a rigorous knowledge of grade level requirements for subjects taught using LHA curriculum guides and state standards					<i>This section may be completed in collaboration with your principal or director of instruction.</i>
1.2 Purposefully plans rigorous, objective-driven, arts-infused lessons and activities that account for various learning styles and need for physical					

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movement										
1.3 Differentiates for individual students based on their unique learning needs so all students are appropriately engaged and challenged										
<b>Standard 2: Instructional Delivery</b>										
<i>Delivers instruction in a clear, skillful objective-driven manner that considers the learning modalities and levels of all learners</i>										
	Novice	Beg. Prof.	Adv. Prof.	Ex.	Notes & Comments	Professional development activities				
2.1 Explicitly introduces learning objectives to students, activates students' prior knowledge as it relates to the objectives, and concludes the lesson by revisiting the learning objective and having students apply it in context										
2.2 Presents academic content through a variety of instructional strategies to relentlessly reach all learners										
2.3 Provides many and varied opportunities for students to achieve mastery while working to promote achievement without exception										
<b>Standard 3: Assessment</b>										
<i>Diligently collects and analyzes data to drive instruction and consistently leverages data as a motivational tool to drive students to achieve big goals</i>										
	Novice	Beg. Prof.	Adv. Prof.	Ex.	Notes & Comments	Professional development activities				
3.1 Develops standards-based, measurable, ambitious goals that will increase student achievement toward or beyond LHA network goals										

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3.2 Uses standards-aligned assessments at the beginning, middle, and end of units (with tracking and grading systems) to measure progress toward or beyond LHA network goals									
3.3 Continually collects and analyzes data to plan instruction for the full range of students within the classroom									
3.4 Frequently checks for understanding, clears up or revisits areas of confusion and provides timely feedback to students									
<b>Standard 4: Learning Environment</b> <i>Effectively creates and manages a safe and welcoming learning environment with clear behavioral expectations such that resources, instructional time, and student and teacher energy are maximized to master lesson objectives and reach the student, classroom, and school goals</i>									
4.1 Creates a focused environment of fairness and respect that encourages students to take risks and strive to reach big goals									
4.2 Communicating and enforcing high standards for behavior and academic performance									
4.3 Celebrates progress towards big goals and increases long-lasting investment in hard work and big goals									
4.4 Organizes a user-friendly classroom to ensure a productive academic environment and a safe physical space									
4.5 Implements classroom procedures, systems, and routines that provide structure for students and maximize instructional time									
									Professional development activities

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4.6 Establishes, models, practices, and reinforces age-appropriate rules and logical consequences and individual behavioral management plans (as needed)								
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**Standard 5: Family and Community Relations**  
*Effectively communicates and collaborates with parents/guardians and other members of the community to improve student learning*

	Novice	Beg. Prof.	Adv. Prof.	Ex.	Notes & Comments	Professional development activities
5.1 Communicates respectfully with parents/guardians and is sensitive to different families' cultures and values						
5.2 Responds promptly and effectively to parent/guardian questions and concerns with positive interactions						
5.3 Maintains timely and frequent communication with parents/guardians concerning curriculum, expectations, student progress or problems and is tenacious in contacting hard-to-reach parents/guardians						

**Standard 6: Professionalism**  
*Demonstrates responsibility towards professional growth and development and effectively fulfills professional responsibilities*

	Novice	Beg. Prof.	Adv. Prof.	Ex.	Notes & Comments	Professional development activities
6.1 Collaborates with colleagues to continuously improve instruction, assessment, and achievement						
6.2 Reflects critically upon teaching experience and effectiveness of lessons, identifies areas of strength and weakness, listens thoughtfully to others and responds constructively to feedback						

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<p>6.3 Engages in meaningful learning experiences that may include reading current theory, research, and developments in relevant academic disciplines, professional development opportunities, and collecting ideas from colleagues and supervisors</p>							
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**Exhibit 3**

**INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (IPDP)**

Name: \_\_\_\_\_ Date \_\_\_\_\_

Grade Level(s): \_\_\_\_\_ READING End of Year RIT Goal:  MATH End of Year RIT Goal:

Teaching Position for 20\_\_\_\_-20\_\_\_\_: \_\_\_\_\_

**Certification:** In order to meet all federal compliance regulations, all instructional staff needs to meet all *No Child Left Behind* requirements in regards to teacher certification. In addition to having a copy of your teaching certificate in your personnel file, please complete the following:

Teacher License #	State	Type or Status (i.e. provisional, emergency, professional)	Area (s) of certification	Expiration	Highly Qualified? (circle)	
					YES	NO

**I. INTRODUCTION:** Professional achievement is encouraged, cultivated and celebrated. This Individual Professional Development Plan (IPDP) enables each employee to analyze individual development needs, set specific annual goals and target opportunities to meet these identified goals. This achievement of our professional goals will, ultimately, benefit your students, school and our learning organization.

**II. PROFESSIONAL PROFILE (SELF-ASSESSMENT)**

A. List your strengths and interests in education specific to culture, assessment and instruction.

B. List your areas of potential growth in education specific to culture, assessment and instruction.

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### III. GOALS

Each instructional staff member will develop three professional goals, which they will actively work on throughout the year. Goals will be measurable, in writing and have duration of one year (with the potential of two years depending on the goal). These goals will be developed in cooperation with the school principal. It is critical that these goals are measurable with quantitative data (i.e., NWEA and/or state assessment data) and qualitative data (i.e., work samples, portfolio documentation).

Individualized Professional Goals	
<b>1. Professional Goal #1</b>	<i>Measures:</i>
<i>End of year EVIDENCE toward meeting goal:</i>	
<b>2. Professional Goal #2</b>	<i>Measures:</i>
<i>End of year EVIDENCE toward meeting goal:</i>	
<b>3. Professional Goal #3</b>	<i>Measures:</i>
<i>End of year EVIDENCE toward meeting goal:</i>	

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**IV. DEVELOPMENT ACTIVITIES**

**A. Professional Development Activities:** How will you build your capacity to meet the goals above? Please list the specific people, activities, and/or programs necessary to help you meet your goals.  
**\*\*This section may be filled out with your principal/DOI as you discuss the options available to you that will best help you to meet your goals.**

**B. Additional Resources:** List the budget/funding requirements and/or additional materials that would help you accomplish your goal.

**V. CONCLUSION:** Please discuss your personal development strategy with the principal and your mentor, if one has been assigned. Once terms have been established, sign the form and give to the principal. Remember to keep a copy for yourself.

The principal's signature implies that he/she supports reasonable goals in conjunction with the goals of the school

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit 4**

**TEACHER CLASSROOM OBSERVATION AND POST-OBSERVATION CONFERENCE PROCEDURES**

For each formal observation, the principal will:

- Complete a formal classroom observation for at least 30 minutes which will be scripted by the principal. Upon completion of the observation and scripting, principals will complete a Claims and Evidence chart which will guide the Post-observation Conference discussion.
- Hold a Post-observation Conference to review Claims and Evidence and discuss observations with the teacher
- Write a narrative Post-observation Conference Report which will be given to the teacher to review and sign. Copies of all reports will go into the personnel file.

**Sample format for scripting:**

Time	Teacher	Student
8:15	<i>Good morning class, today we are going to review our multiplication facts.</i>	Not again
	<i>Who remembers what we did yesterday?</i>	No hands up
	Etc....	

**Claims and Evidence Chart**

Claims	Evidence
<i>Strategies utilized</i>	<i>Data to support the claim</i>

**Guiding Questions to consider regarding the observation**

- Is the lesson related to the state standards and/or the long-term curriculum plan, demonstrating knowledge of grade level appropriate pedagogy?
- Is the lesson rigorous, objective-driven, and arts-infused (as appropriate)?
- Are thinking skills explicitly taught and how do students know if they have learned them?
- Is the lesson differentiated based on students' individual needs?
- Does the lesson incorporate activities and technology that meet students' learning and personality styles and/or the need for physical movement?
- Does the teacher explicitly introduce the learning objective?
- Does the teacher activate students' prior knowledge?
- Does the teacher revisit the lesson's objective at the lesson's conclusion?
- Are a variety of instructional strategies used?
- Are students provided with many and varied opportunities to achieve mastery?
- Does the teacher promote achievement by all students without exception?
- Are there goals that are standards-based, measureable, and ambitious to increase student achievement?
- Does the teacher collect data during the lesson to plan for future instruction to meet the full range of students' needs?
- Does the teacher provide students with timely feedback?
- Does the teacher frequently check for understanding and clear up or revisit areas of confusion?

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**LIGHTHOUSE CHARTER SCHOOL**  
**MODEL OBSERVATION SCRIPTING – FALL/WINTER/SPRING**

<b>Name:</b>	Ms. Star Scholar
<b>Date/Time:</b>	10/23/07 9:00-9:30am
<b>Lesson:</b>	Reading, Kindness unit
<b>Objective:</b>	“Drawing conclusions”

<b>Time</b>	<b>Teacher Actions</b>	<b>Student Actions</b>
9:00	<i>Teacher asks questions. SPED teacher on other side of classroom with 4 students. What are neighbors? We talked about it yesterday.</i>	<i>St sitting in circle on carpet. Each student takes a turn reading out loud. When Kameron reads, st next to him whispers words for him. Aida: it's like if you have a house; it's the people next to you. Dante bounces into room. Shows Ms. Scholar her work. Then joins the class.</i>
9:01	<i>Thank you for reading. We know the frog was laughing at them. Do we know why? Did the author tell us? Let's draw our own conclusion. Look at the picture. They look pretty silly. Maybe he knows what will happen.</i>	<i>Enrique: because they were bunched under the mushroom. Alexis: because they were all under there.</i>
9:02	<i>Calls her name. Redirects her. We need to be looking at our books. Says the words for him.</i>	<i>Dante stretches on carpet. 4 students raise hands, eager to read. Khalid struggles with word.</i>
9:04	<i>Sit up please Dante. Let's draw some conclusions about the characters. Name some characters. So how many? Did the author ever tell us what kind of characteristics they had? Cole, I'm sorry. I can't hear Khalid. How did they act in the story? The author never told us. How did they act? What's a word we could use to describe them?</i>	<i>14 hands raised. They say 7. Eyes down in book. 4 hands raised.</i>
9:06	<i>What's a word to describe them? Dante this is your last chance. How do we know? What did the author tell us? How else did the ant do? So all those words we wrote on the board were ways they treated each other. On board, kindness is written. With list of descriptions and people who show these (firefighters, judge).</i>	<i>Kind The ant let all the others in. He was kind. Alexis: he was generous. Shakirah: they were sharing the mushroom.</i>

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	<p>We are going to go to our desks to talk about ways we can draw conclusions from other stories.</p> <p><i>Writes out behavior referral.</i></p>	They all do this.
9:08	<p><i>Gets out overhead with 3 column graphic organizer.</i> Take out your journal. Write the three columns on your paper.</p> <p>Desiree is doing a great job. She is already done writing her words and columns.</p> <p>Good job Alec, Paul,</p> <p>You need to be writing in your journal.</p>	<i>They all do this.</i>
9:11	<p>In the beginning who is the first character? And what does he do?</p> <p>You don't have to write this done. I am modeling for you. This is what I wonder.</p> <p>What clues do we have that might tell us?</p> <p>We are just talking about the first two pages.</p> <p>What else do we know? We know they are squished together under the mushroom.</p> <p>What is the conclusion we can make?</p> <p>What do the two characters have to do?</p> <p>We are just talking about the ant and the butterfly. How do they have to act?</p> <p>Jamal?</p>	<p>3 hands.</p> <p>Anthony. the ant</p> <p>3 hands</p> <p>5 hands raised</p> <p>Enrique: the ant moved over</p> <p>Alec: they squished under the mushroom.</p> <p>Ayden: that the mushroom starts to grow.</p> <p>Cole: The animals had to...</p> <p>Jamal: they were too little. They couldn't fit in.</p>
9:15	<p>Now I want you to draw your own conclusion. Yes</p> <p>How do they all fit under the mushroom?</p> <p>Gives wait time.</p> <p>Let's think of some clues from the story.</p> <p>What else do the characters have to do?</p> <p>What other clues? Paul</p>	<p>Armani: How do all the characters fit under the mushroom?</p> <p>Write that down?</p> <p>Anthony: They move over.</p> <p>Paul: They have to make enough room.</p>
	<p>Good word. She used one of our vocab words. Very good.</p> <p>What conclusion can we draw? What can we say about them?</p> <p>What is the author trying to teach us?</p> <p>Jamal.</p> <p>Thank you Cole.</p>	<p>They huddle</p> <p>Enrique: They are kind.</p> <p>Jamal to be kind</p> <p>Strangers, Others, everyone.</p> <p>Elijah: You are going too fast.</p> <p>Shakirah: Sometimes we can make</p>

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		them feel good.
9:20	The next story we read, do you know enough to draw conclusions our own. Thumbs up if you think you can do it. I only see about 5 people.	<i>Majority do this.</i>
9:21	Take out your language arts book. Jasmin's got it. I want to show you what you will do for homework. Open up to pp. 24, 25. We will be doing 24 together and 25 for homework.	<i>Some chattering.</i> Elijah – kindness, look.

Claims	Evidence
Objectives/ Lesson Cycle	Clear objective with instructional strategies to reach objective (modeled through think alouds, asked targeted questions, graphic organizer, guided practice). Teacher-lead closing with thumbs up, thumbs down for application.
Clarity	Asked questions and called on students, but not all students. In 30 min. did not hear from several girls: Nakia, Evelyn, Jasmin, Symphony.
Pacing	Moved swiftly through lesson cycle. Transitions took 2-3 min and were not timed/counted down. Used positive re-enforcement to move students along.

**Questions:**

What decoding strategies can they use? Are they posted?

Great opportunity for arts infusion. They could act out the scene under the mushroom or use character cut outs to demonstrate with story board.

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**LIGHTHOUSE CHARTER SCHOOL  
MODEL POST-OBSERVATION CONFERENCE REPORT – FALL/WINTER**

<b>Name:</b>	Ms. Star Scholar
<b>Date/Time:</b>	10/24/07 1:00 P.M.

**Lesson Reflection**

Lesson was long. 2<sup>nd</sup> read of story so new comp strategy. By the time they got to the workbook they were done. Would split it up into two parts. 1 student was very disruptive. Checked their homework and so that they got it. Read 5 sentences and then drew their own conclusions. Sometimes uses sticks to call on students randomly.

**Strengths**

Typically 80% engagement. They understand why they are reading the story more than once. Understand that there are strategies they need to use. Good to have more practice at home.

**Areas for Growth**

Higher order questions and differentiating for students. Make sure they are all included. Help students take risks.

Take advantage off transition time for learning (ex: when having to deal with behavior).

Ensure students know what decoding strategies they can use.

**Action Plan**

Prepare students by saying, "I'm going to call on you next." Share with a partner.

For lesson closing, have students articulate what they learned, the steps they need to take.

During transitions/down time, give them something to think about or talk with a partner about. Use this as learning time also.

Post decoding strategies/how to figure out a word, reference them, and ask students which one they could use.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

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**LIGHTHOUSE CHARTER SCHOOL  
MODEL FINAL EVALUATION REFLECTING CONFERENCE – SPRING**

<b>Name:</b>	Ms. Star Scholar
<b>Date/Time:</b>	May 23, 2008

<b>Action Plan &amp; Lesson Reflection</b>
Introduction was strong. Students were excited to role play. 2 <sup>nd</sup> G.O. was more effective – chain of events that happened in the story. Would need to reteach the causal relationship between events.

<b>Evidence</b>	<b>Strengths</b>
Lessons	Arts infusion – mime and role play
Lessons	Students love graphic organizers, use frequently
Data, Reflection	Reteaching skills to students to make sure they are prepared for the state test. Given students many tools to support their writing. Reflecting upon behavior during closing meeting Students focused on learning, ask for more work.

<b>Evidence</b>	<b>Areas for Growth</b>
	Teach students to select a graphic organizer to use on their own. Encourage them to use GO in their journal. EOY focus: Extended response and writing – persuasive, expository (increase math and science journals). Increase group and partner work – vision for students to reflect individually Be positive throughout the whole year – re-enforce the expectations and move towards students holding each other accountable. For students to set goals and track it themselves.

<b>Professional Development Needs</b>
Arts-infusion Differentiation – increase guided reading, more real time group work, centers. See it more in action, create a planning template to account for low, medium, high Leadership at the school

\_\_\_\_\_  
Teacher's Signature

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Date

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Principal's Signature

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Date

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**LIGHTHOUSE CHARTER SCHOOL  
MODEL FINAL POST-OBSERVATION REPORT**

<b>Teacher:</b>	Ms. Star Scholar
<b>Evaluator:</b>	Mrs. Shine
<b>Observation Date/Time:</b>	May 22, 2008 9:30-10:00am
<b>Post Observation Meeting Date:</b>	May 23, 2008

Star Scholar is a second grade teacher who has been with LCS since August 2006. This is her third year teaching. During the lesson observed, she taught a reading lesson to 23 students. At our post-observation meeting, we reviewed her students' achievement and her self-evaluation.

Ms. Scholar uses a variety of effective instructional strategies to teach objectives. During the lesson observed, she used arts-infused strategies to engage students and to deepen their understanding of the content. She used mime and role play to show cause and effect. During the lesson observed, she used two types of graphic organizers to teach students cause and effect. The more challenging graphic organizer was given to challenge students who grasped the concept quickly. During our reflection meeting she shared that she uses graphic organizers frequently and that students enjoy using them. Students are able to comprehend and master content because of the instructional strategies she implements.

Ms. Scholar has created a culture of achievement in her classroom. Students are focused on learning and frequently ask for more work. During our reflection meeting, she shared that the class reflects upon their behavior and work ethic during closing meeting. She publicly tracks student progress by updating graphs in the classroom. She strives to teach targeted lessons and has been re-teaching skills students have not mastered to ensure they are prepared for the state test in third grade.

Ms. Scholar is a reflective practitioner who thinks long-term and creates detailed unit plans. We identified the following areas for professional growth:

- Teach more extended response (increase math and science journals) and variety of writing (persuasive, expository)
- Increase group and partner work. Provide more opportunities for students to reflect individually.
- Develop systems to allow students to set goals and track them themselves
- Increase differentiation by increasing guided reading and creating a planning template to account for low, medium, high

In summary, Ms. Scholar uses a variety of effective instructional strategies and creates a culture of achievement. Her next steps are to provide more opportunities for differentiation and to teach students to use writing to explain their thinking across subjects. Her vision is for students to be more internally motivated to achieve and to take more ownership for their learning. By doing this, her students will be challenged at all levels and will develop their critical thinking skills.

**Student Achievement Data:**

Reading Comprehension Mastery (OCR Unit tests)	81% class average
Math Mastery (Saxon tests)	90.7% class average on 2 <sup>nd</sup> grade Saxon

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	84.7% class average on 3 <sup>rd</sup> grade Saxon
NWEA Average growth	Reading: 25 RIT growth, 52% past goal Math: 19 RIT growth, 48% past goal

**Performance on Teaching Standards:**

Key: 4 = Exemplary, 3 = Advanced Proficiency, 2 = Beginning Proficiency, 1 = Novice

Performance Standard	Substandard Rating		Overall Rating
Instructional Planning	1.1	3	Advanced Proficiency (Approaching Exemplary)
	1.2	3	
	1.3	4	
Instructional Delivery	2.1	3	Advanced Proficiency
	2.2	3	
	2.3	3	
Assessment	3.1	4	Exemplary
	3.2	4	
	3.3	4	
	3.4	4	
Learning Environment	4.1	3	Advanced Proficiency
	4.2	3	
	4.3	3.5	
	4.4	3	
	4.5	3	
	4.6	3.5	
Family and Community Relations	5.1	4	Exemplary
	5.2	4	
	5.3	4	
Professionalism	6.1	3.5	Advanced Proficiency (Approaching Exemplary)
	6.2	4	
	6.3	4	

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Exhibit 5

**TEACHER SELF-EVALUATION**

Teacher Name: \_\_\_\_\_ School: \_\_\_\_\_ Date Completed: \_\_\_\_\_

As a part of the self-evaluation process, teachers are asked to complete the following prior to their final conference with the principal:

1. **Review of Self-Assessment & IPDP:** In the spring of each year, teachers will be asked to review their self-assessment, IPDP, student performance data and school goals. Teachers will record on their IPDP specific evidence to support their progress toward meeting the school, class and professional goals set at the beginning of the year.
2. **Complete Self-reflection Tool** as follows.

Standard 1: Instructional Planning		Self-assessment				What specific strategies and practices did you use in order to effectively plan instruction to meet the needs of all students? Please describe the evidence to support your statements.
		Self-assessment Please refer to the teacher performance standards rubric to assess your teaching practice		Self-assessment		
Action		Novice	Prof.	Adv. Prof.	Ex.	
		1.1 Creates a long-term curriculum plan demonstrating a rigorous knowledge of grade level requirements for subjects taught using the LHA curriculum guides and state standards				
1.2 Purposefully plans rigorous, objective-driven, arts-infused lessons that account for various learning styles and need for physical movement						
1.3 Differentiates for individual students based on their unique learning needs so all students are appropriately engaged and challenged						

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**Standard 2: Instructional Delivery**

	Novice	Beg. Prof.	Adv. Prof.	Ex.
2.1 Explicitly introduces learning objectives to students, activates students' prior knowledge as it relates to the objectives, and concludes the lesson by revisiting the learning objective and having students apply it in context				
2.2 Presents academic content through a variety of instructional strategies to relentlessly reach all learners				
2.3 Provides many and varied opportunities for students to achieve mastery while working to promote achievement by all students without exception				

*What steps did you take this year to improve the quality of your teaching? Please describe the evidence to support your statements.*

**Standard 3: Assessment**

	Novice	Beg. Prof.	Adv. Prof.	Ex.
3.1 Develops standards-based, measureable, ambitious goals that will increase student achievement toward or beyond LHA network goals				
3.2 Uses standards-aligned assessments at the beginning, middle, and end of units (with tracking and grading systems) to measure progress toward or beyond LHA network goals				
3.3 Continually collects and analyzes data to plan instruction for the full range of students within the classroom				
3.4 Frequently checks for understanding, clears up or revisits areas of confusion, and provides timely				

*What did you do to collect and use data to improve your instruction and to motivate your students? Looking forward to next year, what might you do differently?*

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feedback to students							
<b>Standard 4: Learning Environment</b>							
	Novice	Beg. Prof.	Adv. Prof.	Ex.	<i>What did you do to create and manage an effective learning environment? Please include specific actions as they relate to behavioral expectations, resources and use of instructional time.</i>		
4.1 Creates a focused environment of fairness and respect that encourages students to take risks and strive to reach big goals							
4.2 Communicates and enforces high standards for behavior and academic performance							
4.3 Celebrates progress towards big goals and increases long-lasting investment in hard work and big goals							
4.4 Organizes a user-friendly classroom to ensure a productive academic environment and a safe physical space							
4.5 Implements classroom procedures, systems, and routines that provide structure for students and maximize instructional time							
4.6 Establishes, models, practices, and reinforces age-appropriate rules and logical consequences and individual behavioral management plans (as needed)							
<b>Standard 5: Family and Community Relations</b>							
	Novice	Beg. Prof.	Adv. Prof.	Ex.	<i>In what ways did you communicate with and provide guidance and support to your students and their parents/guardians this school year? How do you judge the effectiveness of your efforts?</i>		
5.1 Communicates respectfully with parents/guardians and is sensitive to different families' cultures and values							

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5.2 Responds promptly and effectively to parent/guardian questions and concerns with positive interactions								
5.3 Maintains timely and frequent communication with parents/guardians concerning curriculum, expectations, student progress or problems and is tenacious in contacting hard-to-reach parents/guardians								
<b>Standard 6: Professionalism</b>								
6.1 Collaborates with colleagues to continuously improve instruction, assessment, and achievement								
6.2 Reflects critically upon teaching experience and effectiveness of lessons, identifies areas of strength and weakness, listens thoughtfully to others and responds constructively to feedback								
6.3 Engages in meaningful learning experiences that may include reading current theory, research, and developments in relevant academic disciplines, professional development opportunities, and collecting ideas from colleagues and supervisors								

*How will you go about improving the quality of your teaching for the next school year? What are your priorities for your own professional development? How were these determined? (These will help guide your IPDP revisions for the next school year.) How do you judge your effectiveness of fulfilling professional responsibilities?*

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Exhibit 6

TEACHER PERFORMANCE STANDARDS RUBRIC

Standard 1: Instructional Planning

*Demonstrates purposeful, objective-driven instructional planning that considers the needs of all learners while maintaining a sense of urgency in pursuing ambitious goals*

Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
<p>IP-1 Creates a long-term curriculum plan demonstrating a rigorous knowledge of grade level requirements for subjects taught using the LHA curriculum guides and state standards</p>	<ul style="list-style-type: none"> <li>Completely lacks knowledge of state standards</li> <li>Does not plan long-term</li> <li>Does not follow state standards</li> <li>Does not use the LHA curriculum guides in planning</li> <li>Does not select pedagogy appropriate to meet state standards or high rigor</li> </ul>	<ul style="list-style-type: none"> <li>Has some knowledge of the state standards</li> <li>Inconsistently creates long-term plans</li> <li>Selected pedagogy used in lesson planning does not reflect state standards or rigorous content</li> <li>Lessons are generally aligned with LHA curriculum guides and assessments</li> </ul>	<ul style="list-style-type: none"> <li>Exhibits detailed knowledge of state standards for primary subjects taught (i.e. reading and math)</li> <li>Designs long-term plans for most subjects</li> <li>Consistently plans lessons aligned with state standards</li> <li>Lessons are aligned with LHA curriculum guides and with state standards and assessments</li> </ul>	<ul style="list-style-type: none"> <li>Exhibits detailed knowledge of state standards for all subjects</li> <li>Continually designs long-term plans for all subjects</li> <li>Consistently and creatively aligns planning to state standards and rigorous content</li> <li>Lessons are explicitly aligned with LHA curriculum guides and with state standards and assessments</li> </ul>
<p>IP-2 Purposefully plans rigorous, objective-driven, arts-infused lessons and activities that account for various learning styles and need for physical movement</p>	<ul style="list-style-type: none"> <li>Does not plan objective-driven, arts-infused lessons</li> <li>Does not thoughtfully plan lessons that drive students toward achievement of learning objectives and goals</li> <li>Has a limited understanding of how effective planning drives student learning</li> <li>Does not differentiate instructional materials, resources, technology, and media in lesson planning that are appropriate to support student learning</li> <li>Selected materials, resources, technology and media do not adequately meet student needs and abilities</li> </ul>	<ul style="list-style-type: none"> <li>Attempts to create rigorous, objective-driven, arts-infused lessons aligned with state standards</li> <li>Plans some lessons that drive students toward achievement of learning objectives and goals</li> <li>Attempts to reflect the understanding of how effective planning drives student learning in lesson plans and/or in discussions around planning</li> <li>Minimally integrates instructional materials, resources, technology, and media in lesson planning that are appropriate to support student learning</li> <li>Selected materials, resources, technology and media meet a limited number of student needs and learning styles</li> </ul>	<ul style="list-style-type: none"> <li>Writes most lesson plans that are objective-driven and arts-infused (50% of subjects)</li> <li>All lessons drive students toward achievement of learning objectives and goals</li> <li>Consistently reflects the understanding of how effective planning drives student learning in lesson plans and/or in discussions around planning</li> <li>Consistently uses instructional materials, resources, technology, and media in lesson planning that are appropriate to support student learning</li> <li>Selected instructional materials, resources, technology and media meet a variety of student needs and learning styles</li> </ul>	<ul style="list-style-type: none"> <li>All lesson plans are rigorous, objective-driven, and arts-infused</li> <li>Designs innovative, data-driven activities that clearly drive students toward achievement of learning objectives and goals</li> <li>Effectively and efficiently communicates the understanding of how effective planning drives student learning in the lesson plans and/or in discussions around planning</li> <li>Identifies, modifies, and/or creates instructional materials, resources, technology, and media in lesson planning that are appropriate to support student learning</li> <li>Student needs and abilities drive the selected materials, resources, technology and media, making the lesson accessible to all</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
IP-3 Differentiates for individual students based on their unique learning needs so all students are appropriately engaged and challenged	<ul style="list-style-type: none"> <li>Does not use data sources to determine students' learning needs when creating lesson plans</li> <li>Does not create differentiated lesson plans (content, processes, or products)</li> <li>Plans include only whole class work</li> </ul>	<ul style="list-style-type: none"> <li>Uses a limited number of data sources to determine students' learning needs when creating lesson plans</li> <li>Attempts to create differentiated lesson plans (content, processes, and/or products) applicable to a general group of students</li> <li>Designs plans and/or assessments that allow the teacher to work with individual students when the whole class is working</li> </ul>	<ul style="list-style-type: none"> <li>Uses multiple sources of data (RIT scores, tracking sheets, IEPs, etc.) to determine students' learning needs when creating lesson plans</li> <li>Regularly designs differentiated lesson plans (content, processes, and/or products) applicable to subgroups of students with different needs and interests</li> <li>Designs plans and assessments that allow for various forms of structured differentiation (partner work, small group work, etc.) throughout the lesson</li> </ul>	<ul style="list-style-type: none"> <li>Consistently uses multiple sources of data (RIT scores, tracking sheets, IEPs, etc.) to determine students' learning needs when creating lesson plans</li> <li>Regularly designs differentiated lesson plans (content, processes, and products) driven by individual students' needs</li> <li>Designs plans and assessments that allow for flexible forms of structured differentiation (work stations, teacher-guided group, independent work, etc.) throughout the lesson</li> </ul>

### Standard 2: Instructional Delivery

*Delivers instruction in a clear, skillful objective-driven manner that considers the learning modalities and levels of all learners*

Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
ID-1 Explicitly introduces learning objectives to students, activates students' prior knowledge as it relates to the objectives, and concludes the lesson by revisiting the learning objective and having students apply it in context	<ul style="list-style-type: none"> <li>Does not post or state the learning objective</li> <li>Often presents material in a confusing way, using language that is inappropriate</li> <li>Instructs students on the subject taught in isolation of other experiences, subjects and knowledge</li> <li>Does not revisit the learning objective at the end of the lesson and/or offers no opportunities for students to apply it in context</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently posts or states the learning objective</li> <li>Sometimes uses language and explanations that are fuzzy, confusing, or inappropriate</li> <li>Makes superficial connections to prior student knowledge and experiences</li> <li>Inconsistently revisits the learning objective at the end of the lesson and offers minimal opportunities for students to apply it in context</li> </ul>	<ul style="list-style-type: none"> <li>Consistently posts (on the BBC) and states the learning objectives</li> <li>Uses clear explanations, appropriate language, and good examples to present material</li> <li>Consistently links the learning objectives to past and future learning experiences, other subject areas, and real world experiences/applications</li> <li>Revisits the learning objective at the end of the lesson and offers opportunities for students to apply it in a different context</li> </ul>	<ul style="list-style-type: none"> <li>Consistently posts (on the BBC) and states the learning objectives such that students can state the objective and lesson purpose</li> <li>Presents material clearly and explicitly, makes connections, and uses vivid and appropriate language</li> <li>Actively involves students in making connections with prior knowledge, experiences, and other subject areas</li> <li>Consistently revisits the learning objective at the end of the lesson and provides multiple opportunities for students to reflect upon and apply their learning</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
ID-2 Presents academic content through a variety of instructional strategies to relentlessly reach all learners	<ul style="list-style-type: none"> <li>Rarely deviates from a single instructional strategy (i.e., lecture)</li> <li>Attempts to use appropriate techniques of tone, pace, volume, and body language to capture the attention and interest of the students in the classroom</li> <li>Rigid and inflexible with lesson plans and fails to take advantage of teachable moments</li> </ul>	<ul style="list-style-type: none"> <li>Lacks variety in the instructional approaches used</li> <li>Maintains adequate tone, pace, volume, and body language well enough to capture the attention and interest of more than half of the students in the classroom</li> <li>Overly focused on implementing lessons plans and sometimes misses teachable moments</li> </ul>	<ul style="list-style-type: none"> <li>Uses a variety of instructional strategies that promote student learning</li> <li>Maintains effective tone, pace, volume, and body language well enough to command the attention and interest of almost all of the students in the classroom</li> <li>Flexible about modifying lessons and regularly takes advantage of teachable moments</li> </ul>	<ul style="list-style-type: none"> <li>Facilitates student learning through effective use of questioning, organization, and performance expectations, and instructional strategies</li> <li>Maintains persuasive and compelling tone, pace, volume, and body language well enough to captivate all students in the classroom</li> <li>Deftly adapts lessons to exploit teachable moments and correct misunderstandings</li> </ul>
ID-3 Provides many and varied opportunities for students to achieve mastery while working to promote achievement by all students without exception	<ul style="list-style-type: none"> <li>Makes little or no attempt to motivate students or encourage them to work hard</li> <li>Rarely encourages a "nothing less than excellence" attitude towards achievement</li> <li>No opportunities provided for students to demonstrate that they have achieved mastery</li> <li>Does not work with individual students during the lesson</li> </ul>	<ul style="list-style-type: none"> <li>Makes some attempt to motivate students, although messages to work hard are too infrequent to be effective</li> <li>Inconsistent use of strategies that encourage students to embrace a "nothing less than excellence" attitude towards achievement</li> <li>Limited number of learning experiences provided for students to achieve mastery</li> </ul>	<ul style="list-style-type: none"> <li>Consistently encourages students to work hard and to persist even when faced with difficult material</li> <li>Uses a variety of strategies to convey a "nothing less than excellence" attitude towards achievement to reach a wide range of students</li> <li>Provides a variety of learning experiences for students to achieve mastery</li> </ul>	<ul style="list-style-type: none"> <li>Exudes high expectations and tenacity and convinces students they will master the material</li> <li>Students motivate themselves and their classmates to achieve and excel.</li> <li>Monitors individual students and consistently provides learning experiences based on their needs so they can personally achieve mastery as well as empower their classmates to achieve mastery</li> </ul>

### Standard 3: Assessment

*Diligently collects and analyzes data to drive instruction and consistently leverages data as a motivational tool to drive students to achieve big goals*

Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
A-1 Develops standards-based, measurable, and ambitious goals that will increase student achievement toward or beyond LHA network goals	<ul style="list-style-type: none"> <li>Attempts to set or adopt goals for students</li> <li>Generally describes why big goals are important, but may not be able to describe how goals are aligned to grade level mastery standards and/or class, school, and network goals</li> <li>Needs assistance in identifying basic assessment tools and why</li> </ul>	<ul style="list-style-type: none"> <li>Adopts broad, generic goals that aspire to be ambitious and feasible for all students and achieve this for at least half of the students</li> <li>Generally describes how goals are aligned to grade level mastery standards and/or class, school, and network goals</li> <li>Identifies basic assessment tools</li> </ul>	<ul style="list-style-type: none"> <li>Designs goals that are both ambitious and feasible for most students, based on data from multiple sources</li> <li>Specifically describes how goals are aligned to grade level mastery standards as well as class, school, and network goals</li> <li>Identifies appropriate assessment tools that will be meaningful to</li> </ul>	<ul style="list-style-type: none"> <li>Designs highly ambitious and feasible goals that require intense work from each and every student, based on data from multiple sources</li> <li>Describes how goals are aligned to grade level mastery standards as well as class, school, and network goals and explains the specific and prioritized</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
	<p>they are meaningful to students when measuring the different facets of the goals</p>	<p>that may be meaningful to students when measuring the different facets of the goals</p>	<p>students when measuring the different facets of the goals</p>	<p>knowledge and skills each student needs to master in order to reach the goals</p> <ul style="list-style-type: none"> <li>Identifies a specific set of balanced measurement tools to measure different facets of the goals that will be most meaningful to students' lives</li> </ul>
<p>A-2 Uses standards-aligned assessments at the beginning, middle, and end of units (with tracking and grading systems) to measure progress toward or beyond LHA network goals</p>	<ul style="list-style-type: none"> <li>Seldom to never administers diagnostic, formative, and/or summative assessments to determine student progress</li> <li>Does not design nor obtain purposeful and rigorous assessments that accurately reflect student understanding of and progress towards big goals</li> <li>Seldom or never maintains ELA and math tracking sheets and/or reports individual and class progress toward big goals</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently administers diagnostic, formative, and/or summative assessments to determine student progress</li> <li>Designs some purposeful and rigorous assessments with limited variation in the items used to reflect student understanding of and progress towards big goals</li> <li>Inconsistently maintains ELA and math tracking sheets and/or reports individual and class progress toward big goals</li> </ul>	<ul style="list-style-type: none"> <li>Consistently administers diagnostic, formative, and summative assessments to determine student progress</li> <li>Designs consistently purposeful and rigorous assessments with some variation in items that accurately reflect student understanding of and progress towards big goals</li> <li>Consistently maintains ELA and math tracking sheets, and designs additional tracking systems as needed, to calculate and report individual and class progress toward big goals</li> </ul>	<ul style="list-style-type: none"> <li>Administers assessments as often as necessary for students to work toward mastery</li> <li>Designs multiple types of items for purposeful and rigorous assessments, accurately reflecting student understanding of and progress towards big goals; through multiple assessments can demonstrate mastery in a number of ways</li> <li>Consistently maintains ELA and math tracking sheets, develops additional tracking systems to calculate and report individual and class progress toward big goals, highlights individual students' areas of need, and assists students in tracking their own progress using individual tracking sheets</li> </ul>
<p>A-3 Continually collects data to plan further instruction for the full range of students within the classroom</p>	<ul style="list-style-type: none"> <li>Irregularly assesses student performance and/or uses inappropriate assessment measures</li> <li>Does not show evidence of using assessment data to inform instructional decision making</li> <li>Does not offer struggling and/or failing students the opportunity to master material or progress towards goals</li> </ul>	<ul style="list-style-type: none"> <li>Relies primarily on a limited number of assessment formats to measure student performance</li> <li>Minimally or inconsistently uses assessment data to inform and modify content and approaches</li> <li>Sometimes offers struggling students additional time or assistance in mastering material and/or achieving goals</li> </ul>	<ul style="list-style-type: none"> <li>Consistently provides a variety of ongoing and culminating assessments to measure student performance</li> <li>Regularly uses assessment results to make both daily and long-range instructional decisions</li> <li>Takes responsibility for students who are not succeeding and tenaciously provides extra help for them to achieve goals</li> </ul>	<ul style="list-style-type: none"> <li>Consistently provides a variety of formative and summative assessments to measure student performance</li> <li>Regularly pre-assesses students and adjusts plans based on the data and uses additional assessment data to inform decisions about instructional content and pacing</li> <li>Relentlessly follows up with struggling students with time</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
A-4 Frequently checks for understanding, clears up or revisits areas of confusion, and provides timely feedback to students	<ul style="list-style-type: none"> <li>Does not monitor student performance</li> <li>Seldom or never crafts questions that discern the level of student understanding</li> <li>Seldom or never asks questions about the important ideas of the lesson</li> <li>Offers little or no feedback on student performance and/or feedback is not in a timely fashion such that the student has an opportunity to improve</li> <li>Seldom or never upholds high expectations for successful responses and/or seldom or never helps students reflect on correctness of responses</li> </ul>	<ul style="list-style-type: none"> <li>Monitors student performance at the end of the lesson by revisiting learning objective</li> <li>Inconsistently crafts questions that reliably discern whether students understand</li> <li>Occasionally asks questions, using one or two types, about the most important ideas during the lesson</li> <li>Inconsistently provides feedback on student performance and/or it is not timely or in a usable form</li> <li>Inconsistently upholds high expectations for successful responses and tells students whether their responses are correct or incorrect</li> </ul>	<ul style="list-style-type: none"> <li>Consistently monitors student performance throughout the lessons by asking questions about learning objectives</li> <li>Crafts questions that reliably discern the extent of student understanding</li> <li>Asks questions of varying levels about the most important ideas throughout the lesson</li> <li>Provides ongoing and timely feedback to encourage student progress</li> <li>Upholds high expectations for successful responses and tells students why their response is correct or incorrect</li> </ul>	<ul style="list-style-type: none"> <li>and support to help them to achieve goals</li> <li>Consistently monitors student performance and equips students to self-monitor</li> <li>Consistently crafts questions that reliably discern the extent and root of a student's misunderstanding</li> <li>Consistently asks higher-level thinking questions about the most important ideas at key moments throughout the lesson</li> <li>Offers prompt feedback, opportunity for remediation, and suggestions for students to continue to excel</li> <li>Consistently engages with students throughout the lesson and encourages them to cooperate and support one another in offering clarification and extending their own understanding</li> <li>Students know their progress towards big goals and can articulate what they need to do to improve</li> </ul>

#### Standard 4: Learning Environment

*Effectively creates and manages a safe and welcoming learning environment with clear behavioral expectations such that resources, instructional time, and student and teacher energy are maximized to master lesson objectives and reach the student, classroom, and school goals*

Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
LE-1 Creates a focused environment of fairness and respect that encourages students to take risks and	<ul style="list-style-type: none"> <li>Does not have any goals in classroom</li> <li>Students are not able to explain why they come to school or what is important to learn in their classroom</li> </ul>	<ul style="list-style-type: none"> <li>Has broad and generic goals attempting to be ambitious and motivational, but may be hard to measure or difficult for some students to achieve</li> <li>Students are not able to explain</li> </ul>	<ul style="list-style-type: none"> <li>Has specific goals aspiring to be ambitious and feasible for the entire class, but are not differentiated based on diagnostic results</li> <li>Students can name the</li> </ul>	<ul style="list-style-type: none"> <li>Designs feasible highly ambitious goals that require intense work from each and every student and takes into account diagnostic results for mastery goals</li> <li>Students can name their</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
<p>strive to reach big goals</p> <p>L.E.-2 Communicates and enforces high standards for behavior and academic performance</p>	<ul style="list-style-type: none"> <li>Students ridicule each other and/or get visibly exasperated with others when an answer is unknown</li> <li>Only uses student work with 90% or higher mastery as exemplars and does not reinforce the idea of growth</li> <li>Students cannot articulate or value their own growth and are upset because they have not hit 100%</li> </ul>	<p>how they are performing, or what their specific classroom goal is</p> <ul style="list-style-type: none"> <li>Some students are visibly exasperated with each other for getting answers wrong or taking too long but teacher attempts to redirect children to be patient and allow the child space/time to answer</li> <li>Occasionally articulates the idea that growth is what matters and that where other students are performing is just fine as long as they are trying</li> </ul>	<p>classroom goals and explain how they are progressing towards achieving the classroom goal</p> <ul style="list-style-type: none"> <li>Coaches students when answering and scaffolds them up to being able to be successful on questions</li> <li>Students are consistently patient with each other when getting wrong answers or taking risks in answering questions</li> <li>Consistently articulates the idea that growth is what matters and where students are performing is fine as long as they are trying</li> </ul>	<p>individualized goals and the progress towards those goals, and explain why those are important</p> <ul style="list-style-type: none"> <li>Students patiently coach each other when taking risks or answering questions incorrectly and encourage one another to keep trying</li> <li>Students can articulate the idea that growth is what matters and that where other students are performing is fine as long as they are trying</li> </ul>
	<ul style="list-style-type: none"> <li>Allows student misbehavior to go unchecked</li> <li>Allows student underperformance on work either with poor excuses or without explanation</li> </ul>	<ul style="list-style-type: none"> <li>Some expectations are unclear or communicated passively</li> <li>Few students internalize behavior expectations; class relies on constant reminders of behavior expectations</li> <li>Uses limited number of techniques to redirect misbehavior or responds in ways that do not maintain student's dignity</li> <li>Redirection techniques do not stop the misbehavior</li> <li>Inconsistently responds to infractions – only certain students or only at certain times</li> <li>Misbehavior derails lessons frequently or for extended periods of time</li> <li>Does not attempt to determine root causes of student behavior</li> <li>Attempts to create long term plans for behavior that may not be effective</li> <li>Students perform at a level</li> </ul>	<ul style="list-style-type: none"> <li>Communicates expectations and the purpose behind them clearly and assertively</li> <li>More than 90% of students have internalized behavior expectations and do not need constant reminders</li> <li>Chooses from a range of techniques to respond to misbehavior while maintaining student's dignity</li> <li>Consistently and assertively reacts in the moment to misbehavior</li> <li>Misbehavior rarely prevents a lesson from moving forward</li> <li>Attempts to determine root cause of behavior and takes cursory steps to alleviate the root cause.</li> <li>At least 90% of students produce excellent work 90% of the time and can explain why that is important</li> <li>When less than excellence is</li> </ul>	<ul style="list-style-type: none"> <li>Communicates expectations and the purpose behind them clearly, assertively and compellingly when necessary</li> <li>Rarely discusses behavior expectations because students have internalized them</li> <li>Responds to misbehavior using a variety of strategies which maintain student dignity and can articulate in reflection which ones work with individual students and why</li> <li>Determines the root cause of misbehavior, takes steps to alleviate that misbehavior, and over time the behavior changes</li> <li>Students can resolve and prevent misbehavior by making good choices and problem solving</li> <li>Misbehavior or behavior monitoring does not prevent a lesson from moving forward</li> <li>Students produce excellent work and can explain why it is</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
<p>LE-3 Celebrates progress towards big goals and increases long-lasting investment in hard work and big goals</p>	<ul style="list-style-type: none"> <li>Does not celebrate individual or classroom successes</li> <li>Systems only recognize mastery at the highest level and do not reward effort or growth</li> <li>Reinforcement is inconsistent or rare and is unconnected to academic goals and actually undermines intrinsic motivation</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistency in requiring students to fix less than excellent assignments</li> <li>Chooses a small set of reinforcements for all students</li> <li>System recognizes basic academic effort and mastery of a well-defined bar</li> <li>Regular reinforcement and attempts to connect the reinforcement to the mastery of goals</li> <li>May not communicate with families about achievement or only at a perfunctory level</li> </ul>	<p>turned in, students are consistently asked to fix their work</p> <ul style="list-style-type: none"> <li>Uses a variety of reinforcements that reach a range of students</li> <li>Reinforcement recognizes significant academic effort and meeting a mastery level bar</li> <li>Reinforcements are delivered at purposeful times and help lead to intrinsic motivation</li> <li>Communicates achievement of goals with families of all students</li> </ul>	<p>important to produce excellent work</p> <ul style="list-style-type: none"> <li>Students self-edit before turning work in and rarely need reminders about excellence in work</li> <li>Chooses reinforcements based on the needs of individual students and situations</li> <li>Reinforcement system recognizes effort as being as significant as actual mastery level achievement</li> <li>Reinforcements are delivered as often as necessary to supplement students' intrinsic motivation</li> <li>Teaches students how to self-reward</li> <li>Students are largely intrinsically motivated</li> <li>Communicates information with families about student achievement and includes them in the reinforcement process</li> </ul>
<p>LE-4 Organizes a user-friendly classroom to ensure a productive academic environment and a safe physical space</p>	<ul style="list-style-type: none"> <li>Classroom furniture arrangement may have unsafe aspects or be difficult to navigate around</li> <li>Furniture only enables one means of instruction or may have areas where students can not work or see</li> <li>There are no wall displays inside the classroom or wall displays are messy and unkempt</li> <li>Wall displays in the hallway are non-existent or updated less than one time per quarter or displays may be messy or inappropriate</li> <li>Classroom space may be messy throughout the day and have multiple pieces of trash/paper</li> </ul>	<ul style="list-style-type: none"> <li>Classroom is safe to move around in</li> <li>Classroom may get messy in the course of the day (excess paper on the floor, etc.), however there is a time when students clean up their space</li> <li>Wall displays inside the classroom are up, however they may not have a clear link to the learning and the students are unable to explain their purpose</li> <li>Hallway displays are updated one time per quarter and may have tests, or other inauthentic assessments</li> <li>Classroom furniture is arranged in a way that makes only 1-2</li> </ul>	<ul style="list-style-type: none"> <li>Classroom is neat, organized, well-labeled and child-friendly</li> <li>Furniture is used to create multiple spaces for different types of instruction</li> <li>Wall displays in classrooms are educationally important and can be explained by the students</li> <li>Wall displays in hallways are updated monthly and are authentic pieces of work</li> <li>Students clean up their messes as soon as a mess is created with some prompting</li> <li>LHA checklist requirements</li> </ul>	<ul style="list-style-type: none"> <li>Classroom is neat, organized, well-labeled and child-friendly</li> <li>Table tops are uncluttered and easily used for instruction</li> <li>Furniture is used creatively and creates spaces for centers, small group instruction, and multiple types of whole group instruction</li> <li>Wall displays in classroom are educationally important, frequently used for instruction, and students can explain their purpose and how to use them</li> <li>Wall displays in hallways are updated bi-monthly, and are authentic pieces of work labeled with standards and a clear expectation of performance</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
<p>LE-5 Implements classroom procedures, systems, and routines that provide structure for students and maximize instructional time</p>	<ul style="list-style-type: none"> <li>around the room during instruction</li> <li>Classroom does not meet the LHA checklist</li> <li>Has not designed any procedures for how things are done or procedures and processes are left to children to determine</li> <li>Procedures exist but are never followed by the students</li> <li>There is a bulk of wasted instructional time because all processes/procedures rest on the teacher to perform</li> </ul>	<ul style="list-style-type: none"> <li>ways of teaching possible</li> <li>Classroom meets some of the LHA checklist requirements</li> <li>Attempts to create procedures, but list may be incomplete in terms of scope, leave too much unplanned, or procedure itself may be too time consuming</li> <li>May not see the root value of saving instructional time, but is instead concerned about having processes move smoothly</li> <li>Students occasionally follow procedures or only follow certain ones and not others</li> <li>Only recourse for not following procedures is punitive</li> <li>Teaching procedures only occurs in the first week of school</li> <li>Most procedures adequately run with teacher's facilitation and intervention</li> </ul>	<ul style="list-style-type: none"> <li>Creates procedures addressing most foreseeable inefficiencies and is able to name timesaving procedures</li> <li>Designs initial lesson plans that teach procedures within the first 6 weeks of school</li> <li>Students consistently follow procedures</li> <li>Students explain that procedures are important but may not be able to explain why</li> <li>Uses reminders, redirections and logical consequences to respond to inappropriate use of procedures</li> <li>Can anticipate and prevent procedural breakdowns</li> <li>Procedures run smoothly and urgently with the teacher's facilitation</li> </ul>	<ul style="list-style-type: none"> <li>Students immediately clean up their own messes without prompting</li> <li>Classroom meets all of the LHA checklist requirements</li> <li>Creates procedures with the class addressing all possible inefficiencies</li> <li>Designs procedures that create additional instructional time and conserve the teacher's energy for instruction</li> <li>Designs ongoing plans that teach students procedures and invest students in the purpose of them</li> <li>Evaluates procedural inefficiencies on an ongoing basis and creates or refines procedures to address those inefficiencies</li> <li>Rarely has to redirect students</li> <li>Students follow all procedures consistently and hold one another accountable to not wasting instructional time</li> <li>Procedures run smoothly and urgently without teacher's facilitation</li> </ul>
<p>LE-6 Establishes, models, practices, and reinforces age-appropriate rules and logical consequences and individual behavioral management plans (as needed)</p>	<ul style="list-style-type: none"> <li>Does not have clear classroom rules</li> <li>Logical consequences in the classroom are non-existent or completely at the whim of the teacher</li> <li>No differentiation for individual students and their needs within the management system</li> </ul>	<ul style="list-style-type: none"> <li>Attempts to craft rules that address core set of needs in the classroom though those rules may be too incomprehensive to be effective or may stated in the negative</li> <li>Some consequences are unpredictable or not incremental or effective in deterring student behavior</li> <li>Has an initial short term plan to introduce rules and</li> </ul>	<ul style="list-style-type: none"> <li>Designs age appropriate rules, addressing most foreseeable needs in the classroom</li> <li>Rules are clear, positively stated, and posted in the room</li> <li>Designs reasonable and logical consequences and students respond appropriately</li> <li>Teaches students the rules and consequences and continues to model them for the first 6 weeks of school while students show</li> </ul>	<ul style="list-style-type: none"> <li>Designs rules applicable to any situation as well as specialized rules based on the understanding of a given situation</li> <li>Rules are clear and student friendly and all students can explain the rules in their own words and apply them in daily life</li> <li>Designs reasonable and logical consequences that deter most students from misbehavior</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
		<ul style="list-style-type: none"> <li>consequences to students but may not effectively teach them</li> <li>Attempts to differentiate the management system for students who are struggling with a small set of accommodations</li> </ul>	<ul style="list-style-type: none"> <li>their understanding of them</li> <li>Develops individual behavior management plans for students who are not consistently performing against the expectations in the classroom</li> </ul>	<ul style="list-style-type: none"> <li>Designs ongoing plans to teach and invest students in the rules and consequences for their misbehavior</li> <li>Develops highly individualized behavior management plans for students struggling with the classroom management system</li> </ul>

**Standard 5: Family and Community Relations**

*Effectively communicates and collaborates with parents/guardians and other members of the community to improve student learning*

Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
FC-1 Communicates respectfully with parents/guardians and is sensitive to different families' cultures and values	<ul style="list-style-type: none"> <li>Demonstrates lack of respect when communicating with parents/guardians</li> <li>Exhibits insensitivity towards different cultures and values among families</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently communicates respectfully with some parents/guardians</li> <li>Demonstrates some knowledge and sensitivity to different families' cultures and values</li> </ul>	<ul style="list-style-type: none"> <li>Communicates respectfully with most parents/guardians on a consistent basis</li> <li>Consistently exhibits knowledge and sensitivity to family/student cultures and values</li> </ul>	<ul style="list-style-type: none"> <li>Consistently communicates respectfully with all parents/guardians</li> <li>Consistently exhibits knowledge and sensitivity to general and individual family/student cultures and values</li> </ul>
FC-2 Responds promptly and effectively to parent/guardian concerns and concerns with positive interactions	<ul style="list-style-type: none"> <li>Does not respond to parent/guardian concerns</li> <li>Interacts with parents in an inappropriate manner</li> </ul>	<ul style="list-style-type: none"> <li>Rarely responds to parent/guardian concerns and/or does so in a lackadaisical and less than effective manner</li> <li>Responds to certain parent/guardian concerns but not others with inconsistency in the nature of the interactions</li> </ul>	<ul style="list-style-type: none"> <li>Responds promptly and effectively (within 24 hours) to the parent/guardian concerns</li> <li>Responds to all parent/guardian concerns through positive interactions</li> </ul>	<ul style="list-style-type: none"> <li>Consistently responds promptly and effectively (in less than 24 hours) to parent/guardian concerns</li> <li>Works proactively to address potential parent/guardian concerns through constant communication with families</li> </ul>
FC-3 Maintains timely and frequent communication with parents/guardians concerning curriculum, expectations, student progress or problems and is tenacious in contacting hard-to-reach parents/guardians	<ul style="list-style-type: none"> <li>Does not communicate with parents/guardians regarding student progress or problems</li> <li>Does not make an effort to communicate with hard-to-reach parents/guardians</li> <li>Completes less than 50% of home visits prior to the first day of school</li> <li>Less than 50% of parents/guardians attend quarterly report card conferences</li> </ul>	<ul style="list-style-type: none"> <li>Lacks initiative and promptness when communicating with parents/guardians</li> <li>Makes some inconsistent attempts to communicate with hard-to-reach parents</li> <li>Communicates through 2 or less avenues phone call, letter home, email, home visit, etc.) with parents/guardians</li> <li>Completes 50% or more of home visits prior to the first day of instruction</li> <li>50% or more of parents/guardians attend quarterly</li> </ul>	<ul style="list-style-type: none"> <li>Initiates and maintains consistent and timely communication with parents/guardians through 3 or more avenues (phone call, letter home, email, home visit, etc.)</li> <li>Consistently attempts to communicate with hard-to-reach parents</li> <li>Completes 70% or more of home visits prior to the first day of instruction</li> <li>80% or more of parents/guardians attend quarterly</li> </ul>	<ul style="list-style-type: none"> <li>Parents/guardians and teacher have a consistently open and timely line of communication through multiple avenues (phone call, letter home, email, home visit, etc.)</li> <li>Consistently attempts to communicate with hard-to-reach parents/guardians through multiple avenues</li> <li>Completes 80% or more of home visits prior to the first day of instruction</li> <li>81% or more of parents/guardians</li> </ul>

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Teacher Action	Novice	Beginning Proficiency	Advanced Proficiency	Exemplary
		guardians attend quarterly report card conferences	report card conference	attend quarterly report card conferences

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**Standard 6: Professionalism**

*Demonstrates responsibility towards professional growth and development and effectively fulfills professional responsibilities*

<b>Teacher Action</b>	<b>Novice</b>	<b>Beginning Proficiency</b>	<b>Advanced Proficiency</b>	<b>Exemplary</b>
<p>P-1 Collaborates to continuously improve instruction, assessment, and achievement</p>	<ul style="list-style-type: none"> <li>Does not collaborate to continuously improve instruction, assessment, and achievement</li> <li>Avoids attending events that provide opportunities for collaboration</li> <li>Meets infrequently with colleagues and conversations lack educational substance</li> </ul>	<ul style="list-style-type: none"> <li>Collaborates to continuously improve instruction, assessment, and achievement when asked to do so</li> <li>Attends events that provide opportunities for collaboration when it is required</li> <li>Meets occasionally with colleagues to collaborate</li> </ul>	<ul style="list-style-type: none"> <li>Consistently collaborate to continuously improve instruction, assessment, and achievement</li> <li>Actively seeks out opportunities to collaborate with others</li> </ul>	<ul style="list-style-type: none"> <li>Leads collaborative efforts to continuously improve instruction, assessment, and achievement</li> <li>Seeks out optional opportunities for collaboration</li> </ul>
<p>P-2 Reflects critically upon teaching experience and effectiveness of lessons, identifies areas of strength and weakness, listens thoughtfully to others and responds constructively to feedback</p>	<ul style="list-style-type: none"> <li>Does not reflect on experiences</li> <li>Unable to identify areas of strength and/or weakness</li> <li>Unable to listen thoughtfully to others and implement feedback</li> <li>Does not respond constructively to feedback</li> </ul>	<ul style="list-style-type: none"> <li>Reflects on teaching experiences when asked to do so</li> <li>Identifies strengths and weaknesses with prompting</li> <li>Listens to others thoughtfully when reminded</li> <li>Responds constructively to feedback, but inconsistently implements feedback</li> </ul>	<ul style="list-style-type: none"> <li>Consistently reflects critically on teaching experience</li> <li>Readily identifies areas of strength and weakness</li> <li>Listens to others thoughtfully and asks follow-up questions</li> <li>Consistently responds constructively to feedback and implements the feedback with commitment and follow through</li> </ul>	<ul style="list-style-type: none"> <li>Seeks out opportunities to reflect critically on teaching experience</li> <li>Identifies areas of strength and weakness and prepares an action plan to address these areas</li> <li>Seeks out opportunities to listen to others thoughtfully and engage in conversations to reflect on teaching experience</li> <li>Always responds constructively to feedback and pursues contingencies if initial plan for implementation is unsuccessful</li> </ul>
<p>P-3 Engages in meaningful learning experiences that may include reading current theory, research, and developments in relevant academic disciplines, professional development opportunities, and collecting ideas from colleagues and supervisors</p>	<ul style="list-style-type: none"> <li>Does not attempt to engage in meaningful learning experiences</li> <li>Is unable to describe a process for determining and engaging in a meaningful learning experience</li> <li>Is unable to explain the importance of engaging in a meaningful learning experience</li> <li>Rarely uses strategies accessed from learning experiences</li> </ul>	<ul style="list-style-type: none"> <li>Engages in learning experiences that minimally lead to teacher improvement</li> <li>Engages in learning experiences that improve classroom practice</li> <li>Performs the action when asked to do so</li> <li>Inconsistently uses strategies accessed from learning experiences</li> </ul>	<ul style="list-style-type: none"> <li>Engages in learning experiences that are credible and meaningful, aligning to the greatest areas of need</li> <li>Engages in learning experiences that maximize opportunities for application to classroom practice and mastery of material to be learned</li> <li>Performs the action beyond staff-initiated, formal interactions</li> <li>Appropriately applies strategies accessed from learning experiences</li> </ul>	<ul style="list-style-type: none"> <li>Engages in varied and valuable learning experiences that are efficient, targeted, and customized to classroom practice and teacher improvement</li> <li>Extends opportunities to expand learning into other domains and needs</li> <li>Performs action continuously</li> <li>Applies, reflects, and shares with others strategies accessed from learning experiences</li> </ul>

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