



OGC CONTRACT NO. 0010/F18

SC NO.: 579113

ABC CODE: 1100-002-2370-1101-3291

AGREEMENT FOR SERVICES

Project:

Professional Development and Coaching, McDaniel School 2017 - 2018

In consideration of the mutual promises set forth below, intending to be legally bound, **THE SCHOOL DISTRICT OF PHILADELPHIA**, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania (the "School District"), located at the Education Center, 440 North Broad Street, Philadelphia, Pennsylvania 19130-4015, and **JOUNCE PARTNERS, INC.**, a Pennsylvania nonprofit corporation (the "Contractor"), located at 2226 Lombard Street, Philadelphia, Pennsylvania 19146, have executed and delivered this Agreement for Services (the "Contract") as of July 1, 2017.

1. *The Engagement, the Work, the Standard Terms and Conditions.* Subject to the terms and conditions set forth in this Contract, the School District engages the Contractor to carry out the work (the "Work") set forth in the attached Exhibit "A" – Statement of Work, and Exhibit "B" – the Contractor's Budget (the "Budget"). The Work includes all Materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term (defined in Section 3 below). The terms and conditions of this Contract include the School District Standard Terms and Conditions (the "Standard Terms and Conditions") attached hereto as Exhibit "C".
2. *Resolution.* The School Reform Commission authorized this Contract by its resolution number B-23, dated June 15, 2017. The Parties have attached the resolution to this Contract as Exhibit "D" for reference but have not made the resolution a part of this Contract. The School District has no power to contract for the Work outside the scope of the resolution.
3. *Contract Term.* The term of the Contract shall begin July 1, 2017 and end June 30, 2018 (the "Term"), unless terminated sooner by the School District as provided in this Contract. The Contractor shall commence the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.
4. *Compensation.* As compensation for the satisfactory performance of the Work carried out by the Contractor hereunder, the School District shall pay the Contractor, in arrears, a total fee not to exceed **Seventy Thousand Dollars (\$70,000.00)**, **conditioned, however, upon the continued availability of funds, as set forth in Sections 6 and 7 of the Standard Terms and Conditions** (the "Compensation").

a. *Budget.* The Contractor shall carry out the Work and bill the School District strictly in conformity with the Contractor's Budget attached as Exhibit "B", and the School District shall pay the Contractor strictly in conformity with the Contractor's Budget.

b. *Fee Structure.* The Contractor shall earn the Compensation on the following basis (check one):

- flat fee, pro-rated and billed monthly, or otherwise, as provided in Section 5 below;
- at the hourly rate or rates per hour of labor specified in Exhibit "B" or Exhibit "A", and billed monthly, or otherwise, as provided in Section 5 below; or
- on such other basis as the Parties have specified, if any, in Exhibit "B" or Exhibit "A", and billed monthly, or otherwise, as provided in Section 5 below.

5. *Invoices.* The Contractor shall submit timely invoices to the School District Responsible Official named in Section 7 below and, unless the Parties have agreed to a different schedule as set forth in Exhibit "A" or Exhibit "B" hereto, the Contractor shall submit not more than *one invoice per month*. The Contractor shall submit its final invoice not later than ten (10) business days after the last day of the Term. The Contractor shall submit invoices in accordance with Section 3 of the Standard Terms and Conditions. All invoices shall include an itemization of charges and, at a minimum, a detailed description of the Work performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Contract.

6. *Federal Employer Identification Number.* The Contractor's federal employer identification number is [REDACTED]

7. *Notices.* The Parties shall give notices and other communications required under this Contract in conformity with Section 21 of the Standard Terms and Conditions, and shall send all notices to:

School District Responsible Official: Contractor:

Name:	Debora Borges	Paul Dean
Title:	Assistant Superintendent	Executive Director
Party:	The School District of Philadelphia	Jounce Partners, Inc.

Address: The Education Center
440 North Broad Street
Philadelphia, PA 19130-4015
Telephone: (215) [REDACTED]
Fax: (215) [REDACTED]
E mail address: [REDACTED]@pnasdc.org
Program Office Neighborhood Network 1
(School District):

2226 Lombard St.
Philadelphia, PA 19146

(802) 578 [REDACTED]

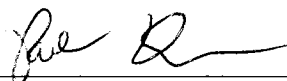
8. *Order of Precedence.* The Parties have attached the following Exhibits to this Contract, each of which the Parties have agreed to incorporate in and make a part of this Contract:

<i>Exhibit</i>	<i>Exhibit Name</i>
"A"	Statement of Work (description of Work or the Contractor's proposal)
"B"	Contractor's Budget
"C"	School District Standard Terms and Conditions

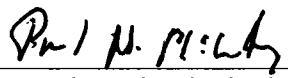
In the event of a conflict between any Exhibit and another Exhibit, or this Agreement for Services, the following order of precedence shall apply: first, this Agreement for Services; second, Exhibit "C"; third, Exhibit "A"; and fourth, Exhibit "B".

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.


JOUNCE PARTNERS, INC.

By: 
Paul Dean
Executive Director

Approved as to form:


Attorney, The School District
of Philadelphia

THE SCHOOL DISTRICT OF PHILADELPHIA

By: 
William R. Hite, Jr., Ed.D.
Superintendent

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Office of General Counsel
July 2013

Exhibit "A"

*The Contractor's
Statement of Work*

Following pages.



JOUNCE PARTNERS

Implementation of High-Frequency Teacher Coaching for School Transformation

Jounce Partners – Delaplaine McDaniel School Partnership Proposal

Contents

- I. Description of Proposed Partnership
- II. Description of High-Frequency Teacher Coaching Model; Jounce Partners' Background
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JOUNCE PARTNERS

I. Description of Proposed Partnership

Jounce Partners and Delaplaine McDaniel School propose a partnership to implement an intensive, high-frequency teacher coaching model at McDaniel. The goals of this partnership would be to build a strong culture of practice among teachers and administrators at the school; to develop the teacher training skills of the Principal and Leadership Team; and to dramatically improve student achievement outcomes by addressing the most important in-school determinant of student success: teacher skill. A landmark study, led by researcher Eric Hanushek at Stanford University, demonstrated that three to four consecutive years of excellent teaching can actually close achievement gaps for students from low-income families and students of color. We collectively believe that ensuring that this type of extraordinary, gap-closing teaching is occurring in every classroom can only happen through frequent, highly-effective teacher training. Jounce Partners will partner with McDaniel school to implement this teacher training model and to make this approach a sustainable bedrock of the McDaniel academic program by training-the-trainer.



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II. Description of High-Frequency Teacher Coaching Model; Jounce Partners' Background

The Jounce Partners' approach of high-frequency teacher coaching is based on three research-backed core beliefs:

- Teacher quality is the most important driver of student learning;¹
- Teacher quality is not fixed – teachers can get better, and with effective coaching, they can get better fast;²
- School leaders should spend the vast majority of their time on what matters most – which means they should spend most of their time either directly developing teachers or building their teams' teacher development skills.³

Jounce Partners believes that principals should spend 80% of their time coaching teachers, compared to less than 6% at an average school or about 33% at the top performing urban schools. Jounce-trained principals are able to make even a 3-minute interaction with a teacher into an effective, measurably impactful, coaching touch point. Partner school principals actively demonstrate excellent teaching in every single classroom every single day and lead each of their teachers through several hundred repetitions of skill practice every week. They use the following frequency guideline to ensure full implementation of the high-frequency coaching model:

3x12x30 + 5 + 5

- 3 coaching meetings each week with each teacher. These coaching meetings last for 12 minutes or less, and during the course of each meeting, teachers practice at least 30 repetitions of the focus skill.
- 5 “nuance meetings” each week with each teacher. These meetings last 3-4 minutes, and take place in hallways, classrooms, teacher workspaces or a teacher lounge. They are focused on a very specific nuance of a teaching skill, and teachers usually complete 15-25 repetitions of that nuance.
- 5 “active observations” each week with each teacher. These observations include immediately actionable feedback, either through in-class modeling of a skill by the Coach or School Leader, by a note or whispered instruction, or through real-time earpiece technology.⁴

¹ Teachers Matter: Understanding Teachers' Impact on Student Achievement. Rand Corporation. Available: <http://www.rand.org/education/projects/measuring-teacher-effectiveness/teachers-matter.html>

² Fast Start: Training Better Teachers, Faster, with Focus, Practice, and Feedback. TNTP. Available: http://tntp.org/assets/documents/TNTP_FastStart_2014.pdf

³ Instructional Leadership Starts with Better Time Management. Wallace Foundation. Available: <http://www.wallacefoundation.org/view-latest-news/InTheNews/Pages/Instructional-Leadership-Starts-with-Better-Time-Management.aspx>; Also, in the Forward to *Leverage Leadership*, Doug Lemov writes that most school leaders spend less than 6% of their time on instructional leadership and teacher development.

⁴ Center for Transformative Teacher Training, led by Lee Canter, has done pioneering work in this area.



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This defines the *minimum* frequency of coaching touch points for every teacher. In total, it adds up to only 90 minutes per teacher per week, or a total of 15 hours of a coach's time for a ten teacher caseload; this 3x12x30+5+5 rallying cry sets the floor for coaching frequency. It serves as a rallying cry for the leadership team and teachers; it can be posted around the building, and achievement of this level of coaching frequency can be tracked weekly.

Jounce trains leaders and coaches to use two core techniques as they develop teachers:

1. High-Repetition Practice	2. Real-Time Coaching and Modeling
<ul style="list-style-type: none">• Leaders model a skill; then teachers practice that skill again and again, receiving feedback during each repetition so that their execution• High-repetition practice allows teachers to build <i>automaticity</i> with skills, so that they can execute on these skills through habit, and can free up brain space for the hundreds of decisions good teachers make every minute.	<ul style="list-style-type: none">• Leaders pop into classrooms while teachers are teaching; they jump into the teacher role for 30 seconds, a minute, or 10 minutes to model skills the teacher can use; they “whisper coach,” making suggestions that the teacher can incorporate in real-time.• Real-time coaching and modeling dramatically shortens the feedback loop, allowing teachers to act on feedback immediately rather than receiving feedback after the fact.

Jounce Partners was founded in 2012. Jounce is a nonprofit organization that partners with more than thirty district, charter, and mission-aligned parochial schools in Philadelphia, Delaware, Washington, D.C., and Memphis, TN. In addition to partnering with schools and networks of schools, Jounce contracts with RelayGSE in Delaware and Memphis and works closely with Relay and PhillyPLUS in Philadelphia, collaborating around a shared focus on practice-based teacher development.

The Jounce model for high-frequency coaching builds on the practice-heavy coaching approach pioneered by Uncommon Schools, Match Teacher Residency, and Achievement First, but utilizes more specific skill criteria, higher repetition practice, and a much greater frequency of coaching touch points. To date, Jounce partner schools have made dramatic achievement gains, with our longest-tenured partner school increasing cohort proficiency by 25 percentage points in math and 42 percentage points in reading in two years.



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III. Implementation Timeline

Year One	
<p>Overview: In Year One, Jounce intensively trains the School Leader and Coaching Team to implement a high-frequency coaching model. Jounce personnel function as an on-site instructional coach, coaching teachers daily to kickstart implementation of the high-frequency coaching model.</p>	<p>Phase 1: Summer PD for Leaders (including curated school visits before the previous school year ends) Staff Commitment to Model Adjust daily schedule to allow teachers time to be coached <i>June 2017-August 2017</i></p>
	<p>Phase 2: Summer PD for Teachers and Launch <i>August 2017-September 2017</i></p>
	<p>Phase 3: Intensive, On-Site Implementation of High-Frequency Coaching Model – Jounce coach on-site five half days each week, directly coaching teachers in addition to working with Leadership Team <i>August 2017-June 2018</i></p>
Year Two	
<p>Overview: In Year Two, the structures and curricular materials are adjusted to catch up to more advanced teacher skill level. Jounce focuses on coaching the School Leader and Coaching Team to effectively coach teachers.</p>	<p>Phase 4: New curriculum and structures to support more rigorous bar Deep content training for teachers - for example, with stronger teacher skills gained in Year One, it may now be possible to introduce a new literacy rotations program including Reading Mastery, Guided Reading, and independent reading/computer-based programming. If so, we would adjust coaching and PD to directly address the specific skills needed for excellent execution of this new curricular program. Content knowledge for teachers will likely also become the next major hurdle as skill improves and all students are on-task and engaged.</p>
	<p>Phase 5: Coaching with school leader and coaching team, 2 days per week</p>
Year Three	
<p>Overview: In Year Three Jounce personnel scale back support, providing weekly monitoring and coaching for the School Leader and Coaching Team, with an emphasis on training the School Leader to train her Coaching Team.</p>	<p>Phase 6: Adjust structures and curriculum, with emphasis on data driven processes and on aligning hiring and evaluation to coaching model (i.e. hiring process includes mock coaching meeting and sample teach with evaluation of openness to real-time coaching).</p>
	<p>Phase 7: Coaching half a day per week with school leader</p>

*Beyond Year Three, the school and Jounce may agree to continue this partnership at a level similar to that of Phase 6. This would be similar to contracted partnerships between Jounce and other non-turnaround school partners.



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IV. Proposed Jounce Partners Scope of Work

	Services	Cost
Year 1	Principal and Leadership Team Training <ul style="list-style-type: none"> • Summer Coaching Institute (7 days) <ul style="list-style-type: none"> ◦ Includes Curated School Visits • Monthly Coaching Stepbacks (8 half days) • Weekly Co-Coaching and Coaching Practice (5 half days weekly) 	\$3,500 \$3,000 \$55,000
	Direct Teacher Coaching <ul style="list-style-type: none"> • Summer PD: Intro to High-Repetition Practice and Real-Time Coaching (2 days) • Direct Coaching, usually with a Coaching Team Member observing 	\$1,500 Included in LT training
	Consultation and Support: Structures, Curriculum, Data <ul style="list-style-type: none"> • As-Needed Co-Planned and Co-Led Leadership Team and Staff Professional Development Sessions • Scheduling, Coaching Structures (org. charts, PLC set-up, etc.), Culture of Practice Structures (morning huddle, coaching incentives, shout-outs, etc.) Support • Data Analysis Support • Curriculum Selection and Implementation Support 	\$7,000
	Total	\$70,000
	Year 2	Principal and Leadership Team Training <ul style="list-style-type: none"> • Summer Coaching Institute (4 days) • Quarterly Coaching Stepbacks (4 half days) • Weekly Co-Coaching and Coaching Practice (3 half days weekly) • Co-Led and Co-Planned Professional Development for Content Deep-Dives, Data-Driven Instruction (specifically in-class formative and real-time adjustment), and Curriculum-Specific Teaching Techniques (2 half days in summer; monthly)
	Consultation and Support: Structures, Curriculum, Data <ul style="list-style-type: none"> • As-Needed Co-Planned and Co-Led Leadership Team and Staff Professional Development Sessions • Data Analysis Support • Curriculum Selection and Implementation Support 	\$
	Total	



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Year 3	<p>Principal and Leadership Team Training</p> <ul style="list-style-type: none"> • Summer Coaching Institute (2 days) • Quarterly Coaching Stepbacks (4 half days) • Weekly Co-Coaching and Coaching Practice (one half day weekly) 	<p>\$:</p> <p>\$:</p> <p>\$:</p>
	<p>Consultation and Support: Structures, Curriculum, Data</p> <ul style="list-style-type: none"> • As-Needed Co-Planned and Co-Led Leadership Team and Staff Professional Development Sessions • Data Analysis Support • Curriculum Selection and Implementation Support 	<p>\$:</p>
Total		



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V. Results and Expected Outcomes

As a result of partnering with Jounce, schools have changed their approach to leadership and teacher development:

- One half of School Leaders have tripled the amount of time they spend coaching teachers each week since the start of their partnership with Jounce
- Three quarters of School Leaders have at least doubled the time they spend coaching teachers
- On average, Jounce School Leaders spend about 35% of their time coaching teachers, compared to under 10% before partnering with Jounce

Our partner schools that moved farthest toward implementing the Jounce coaching model also demonstrated strong student learning outcomes:

- Vare-Washington Elementary moved from the bottom quartile of School District of Philadelphia schools to a rating as the 9th highest performing elementary school in the district.
- Our three KIPP DC partners ranked in the top 20 of growth on the PARCC assessment; two of our partners ranked first and third in growth among all schools in Washington, D.C.
- Our Wissahickon Awbury Elementary partner, which has implemented the coaching model with a high degree of fidelity for the last two years, again moved more than half of students to grade level in reading, after only 10% entered on grade level.

By comparing implementation levels to student outcome data over the last two years, we have developed the projections below. These encourage us to keep shifting the paradigm toward more teacher coaching at our partner schools.

Implementation Level	Description	Projected Student Outcomes
Level 3	School Leaders spend 10%-30% of time coaching teachers At least half of teachers are getting 7+ coaching touch points weekly	Close gap between % of students making target growth and 100% by one-third (i.e 10%-40%, 40%-60%, 70%-80%)
Level 4	School Leaders spend 30%-70% of time coaching teachers At least three-quarters of teachers are getting 10+ coaching touch points weekly	Close gap between % of students making target growth and 100% by one-half (i.e 10%-55%, 40%-70%, 70%-85%)
Level 5	School Leaders spend 70% or more of time coaching teachers All teachers receive 15+ coaching touch points weekly	Close gap between % of students making target growth and 100% by two-thirds (i.e 10%-70%, 40%-80%, 70%-90%)



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VI. The Jounce Coaching Model

Below are the key tenets of the Jounce high-frequency teacher coaching model. See footnotes for research and/or evidence supporting each tenet.

- **Frequent, short observations and feedback:** coaches observe, provide feedback and lead practice sessions with every teacher eight or more times every week.⁵
- **Live and immediate feedback:** coaches and teachers address small areas of improvement *immediately* during practice sessions, and during live classes, so that teachers can adjust in the moment and practice the skill effectively.⁶
- **Active observations:** all observations are *active*, meaning that the coach is not only collecting data but also affecting teacher practice, usually by explicitly modeling a skill in an intentional “co-teaching” moment.
- **High repetition practice⁷:** in a coaching session, a teacher may repeat the same specific skill twenty times, thirty times, or even more, allowing her to build automaticity⁸, which leads to a) excellent execution every time, and b) freed up cognitive energy for teaching tasks.
- **Specific, nameable skills and steps⁹:** in order to develop a skill to the point of automaticity, teachers must be able to practice a *repeatable* process with a known standard for feedback.
- **Fewer skills, executed better¹⁰:** extremely effective execution of a few particularly important skills drives more student learning than average or poor execution of a wide variety of skills and strategies.
- **Habits of thinking are skills too:** how teachers think through content, how they write lesson objectives and align assessments to objectives, how they structure lesson activities – these thinking tasks are things that teachers can *get better at* by using nameable steps and high-repetition practice.¹¹

⁵ This is unique to our coaching model; the schools and organizations most committed to teacher coaching tend to push for one coaching meeting (30 minutes to an hour) every two weeks, possibly with more frequent coaching for a small group of struggling teachers. We believe high frequency is both better and possible. It allows for higher quality coaching and teacher learning because coach and teacher can focus on smaller skills. It is feasible if coaches learn (through deep, intentional practice and feedback) to be extremely efficient within these very short but frequent sessions.

⁶ Uncommon Schools has made this a common practice (Emily Hoeffling-Crouch, and Julie Jackson stand out), and it has been captured in Paul Bambrick-Santoyo’s *Leverage Leadership* and Doug Lemov’s *Practice Perfect*. The MATCH Teacher Residency has also revolutionized real-time feedback in classrooms and in practice sessions, and Mastery Charter Schools and Teach For America (more recently) do interesting work with immediate feedback. See also Lee Canter’s Center for Transformative Teacher Training

⁷ See *Practice Perfect* by Doug Lemov and *The Talent Code* by Daniel Coyle

⁸ Automaticity refers to a level of skill development at which the skill is executed as automatic habit, with very little conscious thought needed to do it right. It is a goal of skill development in any field, because it leads to consistently excellent execution (muscle memory), and provides the foundation for more conscious, creative thought

⁹ *Practice Perfect* again (specifically the skill entitled “Call Your Shot”), and TNTP’s Fast Start research found that feedback needs to be against a “known standard” to really be effective and actionable

¹⁰ See *Essentialism: The Disciplined Pursuit of Less* by Doug McKeown; also, at UP Academy and MATCH Schools (both in Boston) it is common to see teachers use only a few student engagement strategies, but execute them at a high level; also, TNTP’s Fast Start research finds that best student results occur when we teach fewer skills to new teachers but teach those skills more deeply (and that this applies to veteran teachers as well).

¹¹ This is another area where our model differs from those cited here. Most focus the high-repetition practice approach on the skills teachers execute *during* class, and reserve a different approach (often *co-planning*, a type of guided practice that doesn’t lend itself to a high quantity of



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Fundamental Beliefs

- A. Perfect execution matters.** A small set of strategies, executed perfectly every time, is better than a large set of strategies executed poorly or inconsistently.
- B. Automaticity comes *after* mastery.** Executing correctly is just the start; executing correctly every time, with very little thought or effort, is the goal. Creativity will come from the mental space freed up by automaticity.
- C. Clear, nameable steps** provide a roadmap for repeatable practice and criteria for standardized feedback. Repeatable practice and standardized feedback (feedback against a known standard) provide the fastest route to automaticity.
- D. Kids come first.** Adult discomfort can be overcome and pushed through if our kids will benefit through better learning.
- E. Buy-in comes from experiencing success,** not from verbal persuasion (and not even from seeing someone else succeed). Push through discomfort, knowing you need to manufacture success in each session.
- F. Energy is contagious.** Be *excited*, jump up to practice; energy and enthusiasm, not explanations or apologies, will build the bridge over discomfort.

quick repetitions) for the skills teachers use when planning or responding to data. Lesson planning and thinking through content is often viewed as an art, not a science – but we've seen that if a coach pushes himself to make these skills nameable, repeatable, and practicable, both newer and experienced teachers can dramatically and quickly improve their lesson planning, content understanding, and data usage skills.



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Key Coaching Skills (Coaching Meeting)

Technique	Steps
Four Part Goal	Connect the purpose of each skill explicitly to the four-part goal at the beginning of every session: "All students(1) observably(2) doing high-quality thinking(3) at every moment(4)." Some skills address three of the four: "All students(1) observably thinking(2) at all times(3)."
Call Your Shot	<ol style="list-style-type: none"> 1. Name each step before/as you model it. 2. Physically "Step Out" of the model or turn your head toward the teacher to differentiate naming the step from modeling. 3. Exaggerate the Model
Exaggerate for Imitation	<ol style="list-style-type: none"> 1. Exaggerate each step (changes in facial expression, changes in tone, changes in volume, changes in body language, caricature of great teaching) 2. Require exact imitation at first (same words, direction, question; same tone and body language changes)
Pop Up/Let's Try It	<ol style="list-style-type: none"> 1. Get to modeling quickly, with minimal conversation first. 2. Jump up from chair to practice with energy and enthusiasm, in order to normalize the process of getting up to practice. 3. If teacher starts to ask questions or discuss his/her philosophy regarding teaching, acknowledge with a smile and nod, but push with "Let's try it."
Isolation / Layering	<ol style="list-style-type: none"> 1. Identify one step or one nuance of the skill for more practice 2. "Zoom in" for a high number of reps on that specific skill or nuance 3. "Put it back together" for several more reps of the full skill
"Again/Same One"	<ol style="list-style-type: none"> 1. Build momentum through first few reps by simply nodding without words or saying "good, again" 2. Repeat the exact same rep (same direction, same word, same question) 10 times or more to build momentum and automaticity before making changes: "Good, same one."
Set the Bar	Once a perfect rep is achieved: <ol style="list-style-type: none"> 1. Name the goal for reps to complete 2. State goal of automaticity, not mastery (Look to Reps Past Mastery/Reps to Automaticity Technique) 3. Visibly count the reps
Whisper Coach/Mirror Model	<ol style="list-style-type: none"> 1. Whisper Coach: Without stopping the teacher's practice, quietly tell her exactly what she is doing well or remind her about what to do (i.e. "Nice! Good curiosity..." or "Then narrate thinking..."). 2. Mirror Model: Use non-verbals and body-language to show what perfect execution looks like <i>during</i> each rep; this helps each rep be perfect and prepares teacher for coach to use mirror modeling during live class.



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Reps Past Mastery/ Reps to Automaticity	<ol style="list-style-type: none"> 1. When teacher has demonstrated the skill with perfect execution of all steps, pause to name the facets that made it perfect, then reset the bar for reps to automaticity. 2. Have the teacher execute 15-20 additional reps at this level of perfection, in quick succession. 3. The first 5 reps past mastery should be exactly the same – do not allow changes to the wording or context. 4. Remind the teacher that the bar of automaticity (20 in a row, perfectly) resets with an imperfect rep
One-to-One	<p>Use if teacher is slightly struggling with skill execution and Whisper Coach/Mirror Model Technique is not fixing to perfect rep:</p> <ol style="list-style-type: none"> 1. Alternate reps: coach models, teacher tries it, coach models, teacher tries it, etc. 2. Exaggerate nuances: use this to focus on the small details that really matter 3. Provide energy and authenticity: use this to move teachers from practicing robotically to executing as if in front of real students 4. Transition back to teacher doing all the reps as soon as possible
Wall Practice	<ol style="list-style-type: none"> 1. After giving feedback and monitoring to the point of automaticity, have teacher(s) turn toward a wall in the room to practice the skill 10-20 more times (Primarily used for multi-teacher PD sessions). 2. Frame as optimal practice because greatest number of reps can be achieved this way. 3. Emphasize the importance of every rep being executed perfectly and with exaggeration of nuances.

Key Coaching Skills (Nuance Meetings)

Nuance Meetings	<ol style="list-style-type: none"> 1. Demonstrate excitement about the potential of the skill. "I've got a great nuance for you!" 2. Set the time-frame – 5 minutes or less – and set timer. 3. Name the Nuance parts: think about what the teacher will do with eyes, body, volume, pace, hands. 4. Model Skill, Exaggerating Nuance 5. Teacher Practice. (25 Reps)
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Key Coaching Skills (Real-Time Coaching)

Technique	Steps
HandOff Modeling	<ol style="list-style-type: none"> 1. Engage with Students – become a “co-teacher” in the room by immediately engaging with students (looking over shoulders, commenting on work, narrating or correcting behaviors) upon entry 2. Entry – step into the role of “lead teacher” by: <ul style="list-style-type: none"> ● “Can I...” – jumping in to ask a question or get involved (“Can I read this page?” “Can I try to trick them?”) ● “Have them...” – ask the teacher to have the kids talk to a partner, write something down, etc. ● “Watch me...” – during independent work time, just ask the teacher to watch you model 3. Model & Call Your Shot – name, in clear and concise steps, the skill or nuance you are modeling 4. Exit – hand the “lead teacher” role back by: <ul style="list-style-type: none"> ● “You got it...” – tell the teacher the student attention is coming back to him ● “Bring them back...” – tell the teacher to bring the students back from their activity when ready ● “You try...” – during independent work time, have the teacher take over after you’ve modeled 5. Engage with Students – move back into the co-teacher role, ready to jump in and model again, give affirming feedback, or “Mirror Model” to reinforce
Whisper Coaching	<ol style="list-style-type: none"> 1. Name the skill and the step of that skill to execute 2. Name, in as few words as possible, the change to that skill or step you’d like to see 3. Stay until you’ve seen the skill executed correctly.
Mirror Modeling	<ol style="list-style-type: none"> 1. Stand/sit in a spot in clear view of the teacher 2. Predict next teacher move; preemptively model or signal physical action of the teacher (scanning away from student called on; exaggerating scan after “Go,” giving a quick proactive observable direction like “Hands folded;” smiling) 3. Exaggerate the model; use clear and consistent signals
Co-Teach Modeling	<ol style="list-style-type: none"> 1. Without stepping into lead teacher role, interact directly with students 2. Catch teacher’s eye and follow up with whisper coaching to call your shot Particularly useful for: Proactive Observable Directions (frequency of restating); Standardized Corrections and Narration; 3-Level Feedback; Narrating Think Time; Providing a Sentence Starter/Format Matters.



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VII. Evidence Base for Teaching and Coaching Practices

Deliberate Practice: “Deliberate practice” is a concept developed by psychologist Anders Ericson as he and his team studied expertise. They concluded that, “expert performance is qualitatively different from normal performance” and is the result of a very specific form of practicing, in which individuals do many repetitions, receiving very specific feedback against a known standard, so that the quality of each subsequent repetition is better than the last.¹² At MDP, we expect our students to develop deep expertise in reading, writing, mathematics, and content areas; we expect our teachers to become true experts at their craft; and we expect our leadership team and support staff to be experts in making those around them more effective. Therefore, every individual in our school community will engage in deliberate practice, and value this as the path to excellence.

From Day One, students will see their teachers and School Leader consistently practicing, receiving feedback, and working to improve their teaching. Students will constantly practice as well, improving the efficiency and automaticity of behavioral routines, academic skill sets, and essential non-cognitive skills. Deliberate practice aligns to our daily work, as follows:

- The constant coaching and feedback of deliberate practice builds a growth mindset, which Carol Dweck’s research has shown is foundational to happiness, improvement, and success.¹³
- The intensive effort, repetitive practice, and laser-like focus required for deliberate practice builds grit, an essential character trait in determining achievement generally, and specifically college persistence (for students) and teacher retention (for teaching staff).¹⁴
- The increasing level of challenge with each repetition, and the known standard of excellence against which one practices, align to MDP’s high academic bar for all student work and explicit expectations for student behavior.
- MDP emphasizes practice to automaticity - for both skill fluency and behavior routines and expectations - because deliberate practice research tells us that developing automaticity will allow students to focus their cognitive energies on more rigorous thinking tasks or on more complex moral dilemmas: by building true automaticity with multiplication facts, for example, students can think deeply about what numbers and terms represent abstractly; by building true automaticity with posture and hand raising procedures, for example, students can devote their mental energy to difficult choices about fairness and friendship.
- Deliberate practice is at the core of our school culture and discipline plan, as students will be practicing behaviors and routines to build positive habits.
- Deliberate practice is at the core of our curriculum choices and instructional strategies, as we will use Direct Instruction curricula to build fluency and will include high-repetition practice, and the requirement of multiple revisions, in all lessons.
- MDP’s Mindfulness training for all students helps our kids to engage in deliberate practice by focusing on repetitive actions and small details of their own breathing and awareness.
- Deliberate practice is at the core of our teacher development model, which ultimately is the engine driving student success at MDP.

• Clear Definition of Excellent Teaching

At Memphis Delta Prep, there will be no ambiguity about what excellent teaching means in all classrooms. This does not mean teachers will have no autonomy to be creative with their planning and execution, and to serve students according to their strengths. However, there will be a consistent framework of expectations within which that autonomy and creativity can operate. We will refer to this definition of excellent teaching as the Four Part Goal, and this goal will live in the building by being constantly referenced

¹² Available: <http://sourcesofinsight.com/deliberate-practice/>

¹³ Dweck, Carol. *Mindset: The New Psychology of Success*. Random House LLC, 2006

¹⁴ Duckworth, Angela, Patrick Quinn, and Martin Seligman. “Positive Predictors of Teacher Effectiveness.” *The Journal of Positive Psychology*. Volume 4, Issue 6, 2009. Pp. 540-547.



in PD, coaching, and collaboration, and being posted publicly around the building. The Memphis Delta Prep Four Part Goal, describing the results of excellent teaching, is as follows.

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(1) Every student (2) observably engaging in (3) high quality thinking (4) at all times.

Parts 1 and 4 of the goal above can be understood as an “on-task” or “engaged” percentage of 100%.¹⁵ We expect that all students are engaged in thinking tasks at all times during class, we push for the same to be true even during non-class times like transitions and lunch, and we relentlessly train our teachers to make this ambitious goal a reality. For students, this may mean working independently on the teacher-assigned thinking task, working independently on a self-assigned task (such as reading an independent choice book or taking an Accelerated Reader quiz) when assigned work is complete, working with teammates in a focused manner on the academic task at hand, or listening and actively receiving teacher instructions or directions.

Part 2 of the “Four Part Goal,” making student thinking **observable** is foundational to teacher training and student work at Memphis Delta Prep. We cannot merely assume that students are “thinking” or thinking in a productive way (we define “productive” student thinking as (a) sufficiently rigorous for the content, grade level, and ability level of the student and (b) aligned to the teacher-defined learning goals for the particular task or lesson); we must have *observable* evidence that allows us to make a strong inference that each student is in fact thinking about aligned and rigorous task. This observable evidence usually consists of the written work students are producing in the moment, the verbal responses students are giving (primarily to each other or chorally as a class), or the physical manifestations of listening or thinking, like eye contact and body language. For example, at MPD we train our lower elementary teachers to teach their students to point to their temples when given “think time.” While fingers of thirty kindergarteners pointing intently to their temples does not guarantee that thirty brains are thinking about the question posed, it certainly increases the likelihood that our students are doing rigorous and aligned thinking and helps our teachers to very quickly check for, and address, unintentional inattentiveness before this inattentiveness leads to students falling behind the pace of the lesson. Ultimately this intense emphasis on making all thinking **observable** provides a concrete and highly effective training point for our teachers. It also builds on our “get better, faster” core value, because it teaches our team to ensure student thinking is happening *from minute to minute*, rather than recognizing gaps only after a daily assessment is graded or a weekly or monthly quiz is given.

This focus on the observability of thinking tasks supports all learners, but is particularly effective for our special education populations.¹⁶ While our frequent progress monitoring will provide formal information about the progress of our students with exceptionalities every two weeks, even this time frame is much too long to wait to recognize inattentiveness, confusion, or ineffective instruction; training on “observable thinking” will ensure that our teachers are monitoring the thinking and understanding of our special populations in real-time.

Parts 1, 2, and 4 of the “Four Part Goal” basically equate to ensuring that all students are on-task and thinking at all times. Part 3 of the “Four Part Goal” – high quality thinking – helps our school and our students take the next step – from being engaged in academic work to being engaged in *rigorous* academic work that is well-planned, aligned to the appropriate standards, within the students’ Zone of Proximal Development,¹⁷ and pushing students, from kindergarten to eighth grade, toward readiness for college

¹⁵ <http://teachlikeachampion.com/blog/2-0-100-plus-great-video-jamie-smith/> Doug Lemov shows that to effectively manage a class only 100% compliance can be accepted.

¹⁶ Making thinking observable helps focus the brain on the cognitive task.
http://www.rit.edu/cos/smerc/journalpapers/Scherr_Modeling_student_thinking_AJP_2007.pdf.

¹⁷ The zone of proximal development (ZPD) has been defined as “the distance between the actual developmental level as determined by independent problem solving and the level of potential development as determined through problem solving under adult guidance, or in collaboration with more capable peers.” www.simplypsychology.org/Zone-of-Proximal-Development.html



success. Ensuring *high quality* thinking – after meeting the baseline requirement of every student, every moment, observably thinking – has five essential drivers: 1) high quality curriculum, 2) effective teacher questioning, 3) actionable, timely, and aligned academic feedback, 4) clear teacher modeling, and 5) reciprocal reading, writing, and discussion across content.

We will use the Exemplary column of TNTP Core Teaching Rubric²⁴ to further define excellent teaching; the descriptions (provided and discussed in the Human Resources section of this application) align closely to the MDP Four Part Goal and add objectivity to teacher evaluation. The prospective School Leader has reviewed the Tennessee Team General Educator Rubric,²⁵ and has used a variety of other descriptions and rubrics – including Saphier’s *The Skillful Teacher*, the Danielson Rubric, the Uncommon Taxonomy (codified in *Teach Like a Champion*), and the KIPP Framework for Effective Teaching – to develop his own teaching, train teachers, and conduct formal and informal observations and evaluations. Working with Jounce Partners and other academic advisors, Mr. McKenna has chosen the TNTP Rubric as both the most efficient and most complete tool to define excellent teaching at Memphis Delta Prep alongside the MDP Four Part Goal.

a. Instructional Skill Development

The choices we have made, as a founding team – about the structure of each class period, the structure of the day as a whole, the particular curricular materials students and teachers will engage with, and the assessment tools teachers and leaders will use to evaluate progress and adjust instruction – are all weighty decisions, and were made with intensive research, expert consultation, and a healthy reliance on the choices of the highest performing schools across the country. These choices, along with the rationale behind each, are laid out in detail below. However, it is important to note that our founding team is in complete alignment on the fact that the *quality of teaching* in each classroom will ultimately be the most essential determining factor in student success and the realization of our mission.

At Memphis Delta Prep, our approach to teacher development starts with three core beliefs:

- Teacher quality is the most important driver of student learning;²⁶
- Teacher quality is not fixed – teachers can get better, and with effective coaching, they can get better fast;²⁷
- School leaders should spend the vast majority of their time on what matters most – which means they should spend most of their time either directly developing teachers or building their teams’ teacher development skills.²⁸

Teachers receive the equivalent of over 44 days of intensive training each year, as follows:

- 4 weeks (20 days) of summer training before the first day of school
- 2 weeks of early dismissal days in August, providing 1.5 hours of PD time daily as teachers apply new skills to live-teaching and then have a chance to reflect on and improve those skills each day (equivalent to two additional days of PD)
- 10 Professional Development days during the year
- 1.5 hours every Tuesday afternoon and 0.5 hours each Monday and Wednesday morning, adding up to 12 full days during the course of the year.

Daily teacher coaching, for all teachers, not only reinforces the learning from professional development, but actually provides significant opportunity for new skill development. Teachers are coached – through practice-based coaching meetings, brief and laser-focused “nuance meetings,” and real-time feedback and modeling – eleven or more times each week by an Instructional Coach or the School Leader, who functions primarily as a teacher-coach and the trainer of the Instructional Coaches.²⁹

²⁴ Described in more details in Personnel and HR section

²⁵ <http://team-tn.org/wp-content/uploads/2013/08/TEAM-General-Educator-Rubric.pdf>

²⁶ Teachers Matter: Understanding Teachers’ Impact on Student Achievement. Rand Corporation. Available: <http://www.rand.org/education/projects/measuring-teacher-effectiveness/teachers-matter.html>

²⁷ Fast Start: Training Better Teachers, Faster, with Focus, Practice, and Feedback. TNTP. Available: http://tntp.org/assets/documents/TNTP_FastStart_2014.pdf

²⁸ Instructional Leadership Starts with Better Time Management. Wallace Foundation. Available: <http://www.wallacefoundation.org/view-latest-news/InTheNews/Pages/Instructional-Leadership-Starts-with-Better-Time-Management.aspx>



During professional development and coaching, teachers spend the majority of the time working to improve skills primarily from one of three sources: Jounce Partners' Key Teaching Skills,²⁴ skills from the Uncommon Taxonomy which are encapsulated in Doug Lemov's *Teach Like a Champion*, and lesson and unit planning skills from Wiggins and McTighe's *Understanding By Design*. Much of the teacher training at MDP will also be derived from Universal Design for Learning, particularly as we ensure our teachers are able to effectively support learners with exceptionalities and provide all students access to high quality grade-level content.²⁵ Teacher growth will be evaluated using the TNTP Core Teaching Rubric, a tool developed by TNTP through work with top performing schools across the country and in alignment with the teaching practices related to Common Core State Standards. This rubric is simple but comprehensive, with four strands for evaluation:

1. Student Engagement: Are all students engaged in the work of the lesson from start to finish?
2. Essential Content: Are all students working with content aligned to the appropriate standards for their subject and grade?
3. Academic Ownership: Are all students responsible for doing the thinking in this classroom?
4. Demonstration of Learning: Do all students demonstrate that they are learning?

For each strand, there are clear and observable descriptors in five categories from ineffective to exemplary. We have chosen to rely on this rubric as a guide to our teacher development and evaluation for several reasons, including its focus on the importance of alignment to the *right* content, its emphasis on student-centered learning and students doing the heavy lifting in any lesson, and its attention to demonstration of student learning outcomes. Using this rubric is also a very light lift compared to more extensive teacher evaluation rubrics,²⁶ and this is essential to our model of frequent observation and feedback. We believe in frequent, low-impact progress monitoring both for our students and for our teachers, and the TNTP Core Teaching Rubric allows us to ensure we are giving standard-aligned feedback frequently without taking time away from active coaching. Most importantly, the rubric suggests action steps in each strand for teachers falling below the exemplary or effective categories, and these action steps are closely aligned to the Jounce Key Teaching Skills, Uncommon Taxonomy, and *Understanding By Design* skills and techniques that guide our work with teachers. For example, a suggested teacher action in the "Academic Ownership" strand is "Posing questions or providing lesson activities that require students to cite evidence to support their thinking." This aligns to a much more specific skill from the Jounce Key Teacher Skills called Inference Frames, in which teachers build questions that require an answer in the form of "The text says...which tells me...because I know..." There are many examples of similar alignment between the teacher actions pointed to through evaluation with the TNTP Core Teaching Rubric and the specific teaching skills on which teachers can be coached and trained, sourced from the Jounce Key Teaching Skills (KTS), *Teach Like a Champion* (TLAC), or *Understanding By Design* (UBD).

Through pre-school professional development, all teachers will develop a strong foundation in KTS, TLAC, and UBD skills; they will internalize the four strands of the TNTP Core Rubric and deliberately practice, through thousands of repetitions, what "exemplary" looks like in each of these strands; and they will work with the TNCore and Tennessee State Standards, as well as the curricular materials used at MDP, to develop deep content knowledge and an intuitive feel for the necessary rigor level in their classroom. Just as we believe that effectively sweating the small stuff culturally requires teachers to have practiced addressing the gray-area behaviors to the point of automaticity, we also know that teachers must practice with their content to the point that the difference between an "80%" and "100%" student response is immediately obvious.²⁷

²⁴ Prospective School Leader Mike McKenna has demonstrated his ability to provide this frequency of support to teachers coached at several different schools through the Jounce Fellowship, and, as importantly, has trained leaders at KIPP D.C., Wissahickon Charter Schools, and other schools to achieve this level of coaching frequency. Each minute of the coaching meeting must be highly productive in order to keep coaching meetings to 10 minutes or less and make this level of frequency possible in the School Leader's or Instructional Coach's schedule.

²⁴ Available: www.jouncepartners.org/ourwork

²⁵ Universal Design for Learning: <http://www.udlcenter.org>

²⁶ Members of the founding team have used the Danielson Rubric, the KIPP Framework for Effective Teaching, the Teach For America Teaching As Leadership Rubric, and several others, and have selected TNTP Core Teaching Rubric to supplement the Uncommon Taxonomy of skills and the Jounce Key Teaching Skills as our primary tool for observation and teacher evaluation.

²⁷ This distinction between the "80% response" and the "100% response" to determine the true goal rigor level has been developed by Jounce Partners along with KIPP Schools.



After this pre-school training, the most effective part of teacher development continues: our high-frequency, practice-based teacher-coaching model. Our School Leader and Instructional Coaches (two coaches in Year One, growing to three coaches by Year Four, for a teacher to coach ratio of 7 to 10 to 1) provide constant coaching aligned on both instructional planning and execution skills to all teachers throughout the year. At MDP, the School Leader is first and foremost a teacher developer, coaching teachers and coaching Instructional Coaches to more effectively develop teachers. They use the following frequency guideline, developed by Jounce Partners at its partner schools and executed by Mr. McKenna and the leaders he has trained, to ensure full implementation of the MDP coaching model:

$3 \times 12 \times 30 + 5 + 3$

- 3 coaching meetings each week with each teacher. These coaching meetings last for 12 minutes or less, and during the course of each meeting, teachers practice at least 30 repetitions of the focus skill.
- 5 “nuance meetings” each week with each teacher. These meetings last 3-4 minutes, and take place in hallways, classrooms, teacher workspaces or a teacher lounge. They are focused on a very specific nuance of a teaching skill, and teachers usually complete 15-25 repetitions of that nuance.
- 3 “active observations” each week with each teacher. These observations include immediately actionable feedback, either through in-class modeling of a skill by the Coach or School Leader, by a note or whispered instruction, or through real-time earpiece technology.²⁸

This defines the *minimum* frequency of coaching touch points for every teacher. In total, it adds up to only 90 minutes per teacher per week, or a total of 10.5 hours of a coach’s time for a seven teacher caseload in Year One. At MDP, our School Leader and Coaches will spend much more time than that (approximately 80% of in-school time, or 36 hours – which includes group professional development and skill modeling in addition to coaching) on teacher development, but this $3 \times 12 \times 30 + 5 + 3$ rallying cry sets the floor for coaching frequency. It serves as a rallying cry for the leadership team and teachers; it will be posted around the building, and achievement of this level of coaching frequency will be tracked weekly.

By focusing intensively on teacher development,²⁹ our leadership team will ensure that every teacher is highly effective, thus making the choice of *what* to teach and what *methods* to use (instructional methods, standards, and curricula) a more meaningful one in moving our students toward college success.

Great Teaching is Based on the Science of How the Brain Learns

One of the most widely used and supported conceptualizations of how the brain learns is referred to as the information processing model (IPM).³⁰

This model helps us think about learning as the process of moving information or skills that students have not mastered into the sensory memory (by reading, listening, viewing), then into the working memory (by actively engaging with the material), and ultimately into the long-term memory (by a combination of “making meaning” and repeated rehearsal). At MDP, all teachers and Instructional Coaches will understand the IPM, and will use it to improve the quality of instructional decisions and execution. Understanding the IPM leads to the following conclusions about teaching and learning:

- We must have full student attention when they receive new information (whether by reading, listening, or viewing) or it will not make it from the sensory registry to the working memory. This is the first barrier to overcome in the process of good teaching, and is referred to as the “attention barrier.”³¹ This is one of the reasons that our teachers will be consistent about maintaining the

²⁸ Center for Transformative Teacher Training, led by Lee Canter, has done pioneering work in this area. We will consult with Patrick McHugh of Teach For America who is a real-time coach and trainee of CTTT for support as needed. Mr. McHugh has offered pro bono consulting services.

²⁹ In the Forward to *Leverage Leadership*, Doug Lemov writes that most school leaders spend less than 6% of their time on instructional leadership and teacher development.

³⁰ Sousa, David A. *How the Brain Learns*. Corwin: 2011.



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“track the speaker” expectation, and why directions such as “eyes moving on the page” or “eyes on me” must be observable and accountable.

- Information or skills in our working memory undergo rapid decay³¹ and are generally forgotten in twenty four hours or less if not moved to the long-term memory. This is why our teachers will focus intently on repetitive fluency practice as well as “teaching for transfer.” It is essential that students spend a significant amount of time in each lesson practicing and applying new information. If they are simply given the new information, without sufficient opportunity to apply it *the same day*, it will be gone from the working memory before it has a chance to be stored.
- Students must grapple with new information, practice new skills repeatedly, and apply learning across a variety of contexts. This is how information moves from the working to the long-term memory – across what is known as the “meaning barrier.”³² Our curriculum selections, and our lesson planning methods, both reflect this need for extensive practice and application that is reflected in brain research.
- Space in the working memory is limited. This means a) we must limit new pieces of information or steps in a skill process to three to seven pieces introduced in a given lesson (less than five for younger students), b) we must “chunk” information into clearly connected components,³⁴ and c) we must make foundational skills so automatic that they require very little conscious thought; through excellent fluency instruction, we can actually free up more working memory space for new ideas and new thinking.³⁵
- The goal is not only to move information or skills to the long-term memory but also to organize that information in such a way that it can be retrieved efficiently, when needed.³⁶ Our instructional methods include intentionally helping students connect new information to their existing schema by first activating prior knowledge,³⁷ and giving them strategies (i.e. “text structures” and specific graphic organizers) that help them organize new information as they learn. This is the brain science behind our focus on developing large amounts of background knowledge; without background knowledge already in the long-term memory, students literally have limited schema to which they can attach new information or skills.

The instructional methods in this section all respond to these research-based needs for efficient learning and creation of meaning and memory.

6. Great Teaching is Research-Based and Evidence-Backed

The methods we will train our teachers to use in the classroom, along with the instructional methods that are designed to accompany the more scripted curriculums we have selected, are based on substantial research encompassing both theory (including how the brain learns) and practice (including studies on the effectiveness of these methods for driving student outcomes). They are also evidence-backed, meaning they are used to drive strong student learning outcomes at top performing schools, particularly ones that Mr. McKenna has studied, visited, and partnered with.

7. General Instructional Methods

The instructional methods listed here are grounded in the definitions of good teaching above and apply across all subject areas, across all grades, and during both the planning process and lesson execution.

Method ³⁸	What is it?	How do we use it?
Backwards Design	Defined by Wiggins and McTighe in <i>Understanding by Design</i> , backwards design is the process of teaching material that follows these steps: 1. Identify desired results	Whether working with a scripted curriculum or for reading intervention or creating units and lessons from scratch for 8 th grade social studies, all teachers will begin by identifying a clear end-goal for the unit or lesson (aligned to relevant state standards or skill benchmarks). They will decide how they will assess mastery at the proper level of rigor.

³¹ Gathercole, Susan E. and Tracy Packiam Alloway. *Working Memory and Learning: A Practice Guide for Teachers*. SAGE. London: 2008.

³² Ibid

³³ Sousa, David A. *How the Brain Learns*. Corwin: 2011.

³⁴ Science behind “chunking” and what it means for our instruction: http://www.intropsych.com/ch06_memory/magical_number_seven.html

³⁵ Cognitive load theory: <http://www.mindtools.com/pages/article/cognitive-load-theory.htm>

³⁶ Sousa, David A. *How the Brain Learns*. Corwin: 2011.

³⁷ Activating prior knowledge and schema theory: <http://www.csus.edu/indiv/g/gipej/teaparty.pdf>

³⁸ Through the Jounce Partners School Leader Fellowship, Mr. McKenna will continue to be trained by Dr. Ray Jones of the University of Virginia and Dr. Shawn Datchuk of the University of Vermont. Dr. Jones is an expert on Backwards Design, Making Thinking Visible, and Teaching for Transfer. Dr. Datchuk is an expert on Building Fluency and Universal Design for Learning. Should MDP be approved, Dr. Jones and Dr. Datchuk will continue to support Mr. McKenna and his instructional staff with professional development and consultation, paid for by a Jounce Partners grant.

³⁹ Understanding by Design: <http://cft.vanderbilt.edu/guides-sub-pages/understanding-by-design/>

⁴⁰ in the lesson planning context, this is known as being “objective driven” rather than “activity driven.” This is reinforced through PD, coaching, and lesson plan feedback.



	2. Determine acceptable evidence 3. Planning learning experiences and instruction ⁴¹	Only then, with perfect clarity on what students should know and be able to do at the end of the unit or lesson, will they start designing the activities to get kids there. ⁴¹
Making Thinking Visible ⁴¹	An approach developed by an international consortium of education researchers called Project Zero, Making Thinking Visible involves using repeated structures or “thinking routines” to ensure that students are making their thinking process observable to peers and teachers – both for accountability and for constructive feedback. Using repeated routines allows students (and teachers) to master the routine itself to automaticity, so that cognitive energy is focused on the content rather than the routine.	Teachers will use a set of specific thinking routines, practiced during professional development and coaching sessions, in both their lesson planning and during in-the-moment classroom adjustments. They will use these routines (such as “see-think-wonder” and “list-group-label”) frequently and across grade levels and content areas so that all students are fluent in certain visible thinking routines.
Building Fluency Rhythms	Building fluency – whether reading, writing, computational, procedural, or conceptual – is done most effectively with a rhythmic pace. The goal when building fluency is to get every student to do a very high number of repetitions of the skill with increasing accuracy. Increasing accuracy during these repetitions can be done by providing quick moments of modeling and/or quick moments of direct feedback. The rhythm of fluency routines allows modeling and feedback to happen without slowing down the pace of repetitions.	Much of the curricula used at MDP includes explicit fluency practice (including fluency routines in Eureka math and reading fluency in SRA Reading Mastery, etc.). We will use a common rhythm of think-cue-respond across all classes, with variations as needed for particular fluency tasks. For example, Reading Mastery includes a section in which teachers lead students through a routine that sounds like: T: “The word is RED...[think]...WHAT word [snap]” Ss: “RED” This think-cue-respond pattern is repeated over and over, and teachers will practice to develop a comfortable but quick rhythm to maximize repetitions.
Teaching Habits of Mind	Many of Costa and Kallick’s habits of mind apply directly to our instructional approach – these habits can be taught so that students practice them and use them consistently, across grades and subjects. Key habits include: <ul style="list-style-type: none"> • Applying past knowledge to new situations • Thinking about thinking (metacognition) • Thinking flexibly (revising thinking) • Thinking and communicating with clarity and precision • Striving for accuracy • Questioning and posing problems 	Teachers will use a consistent process to ensure students are using these habits of mind: <ol style="list-style-type: none"> 1. explicitly teach (name it), 2. model (exaggerate it), 3. provide constant feedback (demand it) For example, a kindergarten teacher in a guided reading group may say “let’s think about our thinking [name it]...I notice that whenever I see the picture, I start wondering what’s happening [model and exaggerate]” “Think about your thinking! What are you wondering when you look at that picture?” [demand it] This same process will be used for each of these habits of mind across all classes and grades.
Universal Design for Learning ⁴²	UDL is a method that helps all students effectively access curriculum by providing: <ul style="list-style-type: none"> • Multiple means of representation • Multiple means of expression • Multiple means of engagement 	In both planning and execution, teachers ensure that students are receiving information in more than one form (i.e. verbal think-aloud along with annotated thoughts on an overhead document camera), creating products and responses in more than one form (i.e. verbal “Turn and Talks” and written “Stop and Jots”), and engaging with the new content in more than one form (i.e. being engaged by the connections between content and their own lives and being motivated by the challenge of “figuring it out.”)

8. Instructional Planning Methods

Much of the curricula we will use at MDP is comprehensive and – in the case of our SRA math and reading programs – scripted for teachers. While the planning methods below apply primarily to our teacher-planned curricula, teachers using scripted programs will also be expected to (and supported in) using the similar methods to ensure full internalization of the programs.

a. Unit Planning

Tying ideas together allows students to organize the information effectively in long-term memory and therefore retrieve it efficiently.

Method	Description/Steps	Implementation	Rationale
Big Ideas ⁴³	Teachers identify the 2-3 abstract ideas to which all skills and content in a unit can be connected.	<ul style="list-style-type: none"> • Scripted Curricula: Teachers work with colleagues and coaches to internalize the Big Ideas provided in the unit or module and/or define 2-3 Big Ideas that will focus instruction. • Teacher-Planned Curricula: Teachers work with colleagues and coaches to 	<ul style="list-style-type: none"> • Identifying Big Ideas at the start of the unit plan process leads to teaching for transfer; students have anchors for the new information they learn throughout the unit.

⁴¹ Ritchart, Ron, Mark Church, and Karen Morrison. *Making Thinking Visible*. Jossey-Bass. 2011.

⁴² Universal Design for Learning is supportive of inclusionary practice for students with disabilities but also good instructional practice for general education. See: Hall, Tracey E., Anne Meyer, and David H. Rose. *Universal Design for Learning in the Classroom: Practical Applications*. Guilford Press, New York: 2012.

⁴³ Big Ideas, Enduring Understandings, and Essential Questions all based on *Understanding By Design*, by Wiggins and McTighe



		<p>the Big Ideas as the <i>first step</i> in the unit planning process.</p> <p>Scripted Curricula: Teachers work with colleagues and coaches to internalize the Enduring Understandings provided in the unit or module and/or define 2-3 Enduring Understandings that will focus instruction.</p> <ul style="list-style-type: none"> Teacher-Planned Curricula: Teachers work with colleagues and coaches to define Enduring Understandings as the <i>second step</i> in the unit planning process. 	
Enduring Understandings	<p>Enduring Understandings define what we want students to know <i>about</i> the Big Ideas. They define what a teacher intends for students to retain and be able to transfer and apply forever, and like Big Ideas, Enduring Understandings provide a framework to which the skills and knowledge in the unit can be <i>cognitively connected</i>.</p>	<ul style="list-style-type: none"> Identifying Enduring Understandings at the start of the unit plan process leads to teaching for transfer; students have anchors for the new information they learn throughout the unit. 	
Essential Questions	<p>Essential Questions are 2-3 open-ended questions that are introduced early in the unit and guide discovery and learning throughout the unit. While these questions do not have a single right answer, the attempt to answer them through the course of the unit does lead students toward the unit's Enduring Understandings.</p>	<ul style="list-style-type: none"> Scripted Curricula: Teachers work with colleagues and coaches to internalize the Essential Questions provided in the unit or module and/or define 2-3 Essential Questions that will focus instruction. Teacher-Planned Curricula: Teachers work with colleagues and coaches to define Essential Questions as the <i>third step</i> in the unit planning process. 	<ul style="list-style-type: none"> Identifying Essential Questions at the start of the unit plan process leads to teaching for transfer; students have anchors for the new information they learn throughout the unit.
Performance Tasks	<p>Teachers design a comprehensive task that requires students to authentically demonstrate understanding of the Big Ideas and Enduring Understandings of the unit, and to show that they can use the knowledge and skills they have acquired to <i>do</i> something that provides a potential answer to the Essential Questions. They may organize this task planning using the acronym GRASPS, for Goal, Role, Audience, Situation, Product/Performance, Standards (criteria for success).</p>	<ul style="list-style-type: none"> Scripted Curricula: Teachers work with colleagues and coaches to adapt unit culminating tasks as necessary to ensure they meet the goals of a strong UbD Performance Task. Teacher-Planned Curricula: Teachers work with colleagues and coaches to plan Performance Tasks <i>before</i> designing the lessons that students will complete to build the necessary skills. 	<ul style="list-style-type: none"> Planning a culminating performance task at the beginning of the unit clarifies, for both teacher and students, what students should be able to <i>do</i> with the knowledge and information gained through the unit. The Performance Task must be aligned to the Common Core and Tennessee state standards that define learning goals for the class.

b. Backwards Planning: Starting with Objectives, Key Points, and Assessments

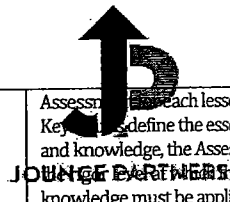
Just as the unit planning process starts with defining the Big Ideas and Enduring Understanding, the lesson planning process at MDP starts with the end in mind.⁴⁴ Teachers work through the methods below – in a recursive process, not a linear one – to define exactly what students will be able to know and do by the end of the lesson, and how that new knowledge or skill will be assessed.

Method	Description/Steps	Implementation	Rationale
Knowledge Types: Procedural, Declarative, and Conditional ⁴⁵	<p>Teachers identify the types of knowledge students will be expected to master as one or some combination of the following:</p> <ul style="list-style-type: none"> Declarative: the <i>what</i> Procedural: the <i>how</i> Conditional: the <i>when</i> or the <i>why</i> 	<p>Teachers separate the essential content into knowledge types; they use this process to separate the content into lesson cycles for mastery of each type of knowledge.</p>	<p>The process of mastering declarative, procedural, and conditional knowledge types requires a different thinking and teaching process. For example, procedural skills are more likely to require teacher modeling and decision trees or flow charts, while declarative knowledge can be acquired through a reading with organizers.</p>
Objectives and Key Points	<p>1. Objective into Question: choose from the following question words/phrases: How do you... How... What... Why...</p>	<p>Teachers work with colleagues and coaches through a recursive process to define the Objective, Key Points, and</p>	<p>Following a concrete process for determining the key points of a lesson, and limiting those key points to 5 or</p>

⁴⁴ Teach Like a Champion 2.0. "Technique 16, Begin with the End"

⁴⁵ Dr. Ray Jones, www.readingquest.org

⁴⁶ Description of Before During After method from Teach For America's Teaching As Leadership framework: http://www.teachingasleadership.org/sites/default/files/Related-Readings/IPD_2011.pdf



	Who/Where/When... 2. Revise or Split Objective? 3. Answer the Question in 2-5 Points 4. Revise or Split Objective? 5. Sketch Lesson Cycles 6. Revise or Split or Combine Objectives?	Assess each lesson. While the Key Points define the essential skills and knowledge, the Assessment defines those skills and knowledge must be applied.	fewer, allows teachers to be extremely clear in what they intend for students to learn and what they will assess; brain research suggests that a limited set of discrete "chunks" of information can be most effectively stored in long-term memory. ⁴⁶
Assessing Understanding	1. Objective into Question 2. Requires All Key Points? 3. Choose Question Types: <ul style="list-style-type: none"> • What if... • Explain the mistake • Compare/Contrast • RAFT • Apply and Defend 4. Requires All Key Points? 5. Revise or Combine or Split Objective?	Teachers work with colleagues and coaches through a recursive process to define the Objective, Key Points, and Assessment for each lesson. While the Key Points define the essential skills and knowledge, the Assessment defines the rigor level at which those skills and knowledge must be applied.	Effective assessments of understanding a) must be directly aligned to the learning objective and key points of the lesson, and b) must require some degree of transfer to a new context, rather than direct recall. This Jounce-designed process for creating daily assessments ensures both alignment and assessment of transfer.

c. Lesson Planning

Through intensive professional development and ongoing high-frequency coaching, all MDP teachers will master the instructional methods below. These methods translate clear lesson-level Key Points and unit-level Big Ideas into deep student understandings.

Method	Description/Steps	Implementation	Rationale
Before-During-After ⁴⁷	A lesson planning structure with the following components: Before: Activation of relevant prior knowledge (through questioning, anticipatory set, free-writing, etc.) During: Active reception of new information (students must reorganize or otherwise process information gained through listening, reading, viewing, or a hands-on experience) After: Application and practice (students must repeatedly apply the new information, in a variety of contexts, to make their own meaning).	Teachers plan for each phase of the Before-During-After model. They design questions or tasks to activate prior knowledge; plan an active strategy for students to process the key points of the lesson; and develop a significant amount of practice and application tasks after students receive the new information. The model calls for a pattern of productive-receptive-productive thinking.	Particularly useful for building deep understanding of declarative knowledge, this lesson structure aligns to the Information Processing Model; activation of prior knowledge moves background knowledge from the long-term to the working memory, where it can connect with the new information, before this new schema is moved back into long-term memory through application and practice. This model will be used with the greatest fidelity for social studies lessons, grades K-8. It is particularly effective for teaching new declarative content, which is the dominant knowledge type represented in social studies standards generally and in K-8 TN state social studies standards specifically.
5E Model	A lesson planning structure with the following components: Engage: Activate prior knowledge, build interest, and set purpose for new learning Explore: Lab-like experience of physically manipulating or experimenting to develop questions and noticings Explain: Explicit introduction of the terminology or frameworks that will help students make meaning of the knowledge they gained in the Explore phase	Teachers plan for each component of the 5E model, using the same general approach as they use in planning with the Before-During-After model. The Engage component is comparable to planning the Before activity, the Explore and Explain components are similar to the During, and the Explain, Elaborate, and Evaluate components are all part of the After. The Explore and Explain sequencing however, forces teachers to focus on using an inquiry-based approach to learning.	While similar to the BDA model, and effective for the same reasons, the 5E model is particularly useful in developing students' inquiry skills and scientific thinking. It will be used with the greatest fidelity in social studies lessons, grades K-8. It helps students to consistently practice the skills included in the Inquiry and Technology and Engineering strands of the TN state science standards while also acquiring new grade level science content according to the content standards.

⁴⁷ www.readingquest.org describes this well. Dr. Ray Jones of the University of Virginia, author of this cite, is an advisor to MDP.



	<p>Elaborate: Students practice with and apply the new information learned through the explore and explain phases</p> <p>Evaluate: Assessment (by teacher and IOW) of understanding of new concepts acquired and applied⁴⁸</p>	<p>in which students develop their understanding of the concept through observation, exploration, and experimentation first, and then apply formalized language to describe what the concept.</p>	
Direct Instruction	<p>Step-by-step teacher modeling is broken up into small chunks with immediate student practice – including direct feedback on the quality of that practice – in between each set of teacher modeling.⁴⁹</p>	<p>The Direct Instruction method will be most prevalent in classes using SRA materials (both reading and math) and particularly in intervention periods; however, all teachers will be trained on (including extensive live practice) effective Direct Instruction for teacher-planned lessons as well.</p>	<p>There is a broad research base that demonstrates the effectiveness of high quality Direct Instruction in accelerating student learning and long-term mastery of academic skills.⁴⁹</p>
Graphic Organizers/Information Structures	<p>Teachers repeatedly use a limited set of information structures to either present new information or to provide students with a framework to receive and organize new information. Six structures:</p> <ol style="list-style-type: none"> 1. Concept-Description 2. Problem-Solution 3. Cause-Effect 4. Compare-Contrast 5. Sequence 6. Thesis-Proof 	<p>Teachers will explicitly teach a growing set of information structures to students early in the year, and lead them through practice using these information structures, particularly with corresponding graphic organizers. Students will then be able to effectively use these organizers (differentiated by grade level and by individual student need) to make meaning of new information.</p>	<p>Students are required to organize and re-organize information, helping them to make meaning of the new knowledge and add it to existing schema. Teachers must select an information structure that best matches the particular content, thus forcing more thoughtful analysis of the lesson's key points.</p>
Question Types ⁵⁰	<p>Teachers repeatedly use questions that fall into a set of distinct categories, across content areas and parts of the lesson; these questions are asked both verbally and in writing. Five types:</p> <ol style="list-style-type: none"> 1. Find the Mistake 2. Order the Steps 3. Magnitude Questions 4. Use-These-Words 5. Analogy Questions 	<p>Teachers will repeatedly include the same question types in both pen-and-paper classwork and oral discussions.</p>	<p>Each of these question types requires students to grapple and make meaning, rather than simply recall. By limiting ourselves to a specific set of question types (Lemov refers to these as "Stock Questions"), a) teachers can become true experts at crafting these questions, and b) students gain familiarity with the question type and can focus their cognitive energy on the content of the response.</p>
Inference Frame	<p>Inferences are made in every subject area, and are at the core of comprehension, analysis, and critical thinking. All inferences are formulated by combining new information (i.e. from a text, a picture, an equation, a non-verbal cue, etc.) with prior knowledge (whether common sense or academic) to draw a supportable conclusion.⁵¹ "The text says...which tells me...because I know...so..."</p>	<p>Teachers will first model their own thinking using this sentence frame – across content areas, but particularly when leading a close reading or shared reading lesson. The sentence frame can be modified for our youngest students. After repetitive and intentional modeling, students are asked to begin using parts and then all of the frame to make and defend their own inferences.</p>	<p>Inferencing is an essential skill across all content areas, and one of the primary barriers to comprehension in all academic subjects. By modeling and requiring use of the same frame to the point of automaticity, students are consistently able to focus on how prior knowledge and new evidence come together in an inference.</p>
Art of the Sentence ⁵²	<ol style="list-style-type: none"> 1. Provide sentence starters, sentence frames, or sentence bridges that students become familiar with and use to structure their thinking. 2. Require students to revise and improve the same sentence over and over, making it a little stronger and more precise each time. 3. Over a period of time (days or weeks) 	<p>Teachers will focus on sentence-level instruction across all subject areas to require students to think carefully and precisely. This is a writing instruction strategy, but will also be used to teach students to think logically about complex situations or problems in math, science, social studies, and reading.</p>	<p>Using Art of the Sentence as a core instructional strategy across all classes will build a "culture of revision" in which students repeatedly work to improve their thinking and communication through deliberate practice and multiple repetitions. Over time, as students work intensively with more and more sentence frame, they will develop a deep</p>

⁴⁸ <http://www.education.com/reference/article/what-direct-instruction/>

⁴⁹ <http://dataworks-ed.com/research-link-page/research/>

⁵⁰ Question Types and Inference Frames are Jounce Partners strategies that Mr. McKenna has used extensively, and on which he has coached many teachers and School Leaders.

⁵¹ Adapted from: Beers, Kylene. *When Kids Can't Read, What Teachers Can Do*. Heinemann, 2002.

⁵² Art of the Sentence, Do Now, and Exit Ticket are all methods that can be found in Doug Lemov's *Teach Like a Champion* (TLAC)



	add complexity to the same sentence frame and prompt to require higher quality sentence construction.		toolkit of varied structures.
Do Now	"Use a short warm-up activity that students can complete without instruction or direction from you to start class every day. This lets the learning start even before you begin teaching." ⁵³	JOUNCE PARTNERS Subjects, will have a Do Now activity at the beginning of every class period; students will follow a common entry routine (if transitioning) or a common class-start routine (if remaining in the same room) with only slight variations between grade level bands (i.e. K-2, 3-4, 5-6, 7-8), but all will include this silent, independent starting activity.	A Do Now serves several essential purposes: <ul style="list-style-type: none"> ▪ Creates a "bright line" to start each new class, re-establishing expectations for the class and providing the opportunity to build strong work habits from the beginning of each class. ▪ Activates prior knowledge relevant to the day's lesson, so that students are prepared to connect new information to their existing schema. ▪ Builds urgency and efficiency – in the time it takes for some students to enter, those already inside have a clear learning task with which to engage.
Exit Ticket	"End each class with an explicit assessment of your objective that you can use to evaluate your (and your students') success." ⁵⁴	The format for exit tickets will vary by class and grade level (i.e. 3 multiple choice questions vs. 1 open-ended question vs. a very brief performance task), but in every class students will demonstrate mastery of the day's learning objective before the class ends. All exit tickets will be aligned to the day's lesson and have a clear cut-line for mastered/not mastered.	The exit ticket helps students apply, consolidate, and summarize their learning from the lesson in order to organize it in a retrievable manner in their long-term memory. It also provides hard data, on a daily basis to all teachers about whether objectives were mastered; this data will be used to motivate students, to make decisions about re-teaching (whole group or small group), to improve instructional methods, and to hold teachers, Instructional Coaches, and ultimately the School Leader accountable for student learning results.

9. Instructional Execution Methods

The instructional planning strategies address the "high quality" aspect of MDP's four part goal, as well as the Essential Content strand of the TNTP Core Rubric. Effective methods for in-class execution, though, are equally important, as they must ensure that all students are doing all of the intended thinking, all of the time. This is in alignment with MDP's four part goal, as well as the Student Engagement and Academic Ownership strands of the TNTP Core Rubric.

a. Teach Like a Champion Strategies⁵⁵

Method	Description/Steps	Implementation	Rationale
Format Matters	Require complete sentence responses that restate the question, verbally and in writing. Provide prompts and sentence starters to help students use the most effective format.	Teachers provide sentence starters and sentence frames, on anchor charts and orally, for students to use (with increasing complexity by grade level). Teachers pause students immediately if incorrect or incomplete language and structure is used, verbally or in writing, and prompt to repeat with the correct format.	Demonstrating, supporting, and requiring academic language and professional communication will allow our students to develop their verbal and written communication skills and build habits of professional speech and academic writing that will be essential to high school, college, and career success.
Habits of	Explicitly teach a set of habits	Similar to Format Matters, teachers will	Students will become strong active listeners and

⁵³ From Teach Like a Champion 2.0, pg. 161

⁵⁴ TLAC, pg. 190.

⁵⁵ *Teach Like a Champion* (TLAC) is written by Doug Lemov based on his team's observations of excellent teaching at some of the highest performing schools in the nation, including Uncommon Schools, KIPP Schools, Achievement First, and many others.

⁵⁶ TLAC, pg. 316. Complete rubric of Habits of Discussion found in Paul Bambrick-Santoyo's *Great Habits, Great Readers*.



Discussion	and sentence frames for listening actively, responding to, and building on the ideas of peers. ⁵⁶	explicitly teach Habits of Discussion (using the rubric for <i>Great Habits, Great Readers</i>), focusing on 2-3 habits at each grade level.	clear communicators. As importantly, they will be able to learn from and build on the ideas of their peers and teachers, rather than simply waiting to share their own thoughts.
Show Call	<ol style="list-style-type: none"> 1. Review student written work while circulating 2. Select work samples that demonstrate exemplars, key misconceptions, or interesting approaches 3. Share student work with class and prompt discussion.⁵⁷ 	Teachers will use Show Call frequently, pulling student work to share with the class in order to guide rich discussions and develop metacognition by pointing out misconceptions or useful strategies.	The rigorous TNCore standards, across content areas, call for students to grapple with conceptual understanding, make their own meaning, and solve problems flexibly with multiple strategies. Seeing and building on the work of peers helps students learn to see and evaluate a variety of approaches. Show Call also builds accountability for doing quality work.

Note: Several other Teach Like A Champion strategies will be prominently featured in our teacher professional development and coaching, but they fall into the culture and climate field rather than primarily instructional methods. These strategies include: Threshold, Without Apology, No Warnings, Positive Framing, Precise Praise, Warm/Strict, Do It Again, and Make Compliance Visible. Several of these strategies are closely related to Jounce Partners Key Teaching Skills referenced throughout this application, including Standardized Consequences, Narration, and Multiple Moments of Compliance.

b. Jounce Partners' Key Teaching Skills⁵⁸

Method	Description/Steps	Implementation	Rationale
Observable Directions	<ol style="list-style-type: none"> 1. Use "I should see..." and "I should hear..." to describe exactly what you want students to do with their eyes, bodies, hands, voices 2. Exaggeratedly Scan while standing still 	This is the fundamental teacher skill that supports almost all of the other techniques. Teachers at MDP will <i>constantly</i> give students precise and observable directions, and will do so proactively -- telling students exactly what they are looking for next, rather than waiting for students to err and then correcting.	Making all directions into the form of <i>observable</i> actions ensures complete clarity about what is expected and builds in accountability by messaging that teachers are literally looking and listening for specific evidence of the direction being followed. This technique is closely linked to Lemov's What To Do and Be Seen Watching.
Turn and Talk	<ol style="list-style-type: none"> 1. Pose Question with Curiosity 2. Narrate Think Time 3. Observable Direction ("When I say go, I should see heads turn to a partner, and hear whispers right away...") 4. Pause for Suspense, Sharp Cue 5. Stand and Scan for five seconds 	Teachers will use Turn and Talks in every class, every day. Students will build automatic habits around quick pair discussion. This strategy will quickly become a cornerstone for how teachers help students actively engage with material.	Turn and Talk builds discussion and communication skills in quick, scaffolded bursts. As importantly, though, it provides a highly repeatable way to ensure that <i>every student</i> is doing the thinking about <i>every</i> question -- the core of MDP's four-part goal for excellent teaching. This strategy is similar to a Lemov strategy of the same name.
Stop and Jot	<ol style="list-style-type: none"> 1. Pose Question with Curiosity 2. Narrate Think Time 3. Observable Direction ("When I say go, I should see eyes on the page, and I should see pencils moving right away...") 4. Pause for Suspense, Sharp Cue 5. Stand and Scan for five seconds 	Used as frequently as Turn and Talks, this is another cornerstone technique for making student thinking visible (and therefore accountable and open to quick feedback and revision). Teachers will use Stop and Jots in every class, every day.	Stop and Jot builds writing skills, and provides opportunities for students to process information and communicate for writing. It is also the most effective of all Checks for Understanding, as it allows teachers to see the visible thinking of every single student independently. It supports the MDP four-part goal by ensuring <i>every</i> student is <i>observably</i> thinking. Similar to Lemov's Everybody Writes.
Call and Response	Type 1: Phrase Repeat <ol style="list-style-type: none"> 1. Emphasize Repeatable Phrase ("We are going to find the <u>SQUARE ROOT.</u>") 	Teachers use Call and Response in every class, every day. The Phrase Repeat version is used to emphasize essential words or pieces of content; it is also use to	Call and Response is a foundational skill for all MDP teachers, because the ability to execute Call and Response effectively and frequently provides four important

⁵⁷ TLAC, pg. 290.

⁵⁸ Mr. McKenna has trained teachers and leaders on these skills during the course of his Jounce Partners Fellowship. They can be viewed at www.jouncepartners.org. Many are closely related to the TLAC skills described by Lemov, and similarly have been derived by naming and cataloguing the highly effective teaching moves observed at top performing schools across the country.



	<p>2. Build Suspense (briefly) (pause and scan room)</p> <p>3. Short Verbal and Physical Cue ("find WHAT?" or who, when, where, with lean forward and hand to ear. Two word cue.)</p> <p>Type 2: Question-Think-Respond</p> <ol style="list-style-type: none"> 1. Pose Question with Curiosity (question must have an answer that is one clear word, set of words, or phrase) 2. Narrate Think Time 3. Build Suspense (briefly) ("Readyyyyy...") 4. Short Verbal and Physical Cue ("Readyyyyy, CLASS?" with lean forward and hand to ear. Two word cue.) 	<p>maintain student when extended teacher time is necessary, and to focus students on the directions by giving Jounce Partners Responding in unison).</p> <p>The Question-Think-Respond version is used along with other techniques to check for understanding and then push rigor. For example, a Call and Response that elicits two different answers from the class can be followed with a Turn and Talk or Stop and Jot in which students much craft an argument to defend the response they gave.</p>	<p>benefits:</p> <ul style="list-style-type: none"> ▪ Each time that students respond in unison, it builds motivation and a sense of unity while also building the habit of complying with directions in a fun and positive way. Students literally become habitual direction followers via this strategy. ▪ Call and Response is an effective strategy for ensuring every student must think about every question, in alignment to the MDP four-part goal. ▪ Call and Response is very effective for building fluency as part of a repetitive routine. ▪ Call and Response provides an effective check for understanding by eliciting information from all students simultaneously. <p>Similar to a Lemov strategy of the same name.</p>
<p>Whole Class Check For Understanding</p>	<ol style="list-style-type: none"> 1. Pose Question with Curiosity 2. Narrate Think Time 3. Observable Direction (i.e. "I should see you writing on the whiteboards," "I should see you getting your fingers ready to show your answer," etc.) 4. Pause for Suspense, Sharp Cue 5. Stand and Scan for five seconds 	<p>Teachers use think time to ensure all students have a response, then employ suspense and a bright line cue so that all students show their thinking at one time (by holding up fingers, whiteboards, etc.). Teachers then often follow up with a technique (like Turn and Talk or Stop and Jot) that requires students to build on their simple response.</p>	<p>This technique allows teachers to check for understanding from every single student, eliminating the free rider problem of students agreeing with peers instead of thinking on their own. By employing a bright line start cue, each student reveals his or her thinking at the same moment, so no "copying" can occur and teachers can build on an accurate set of student understanding with the next task or question.</p>
<p>Cold Call with Think Time</p>	<ol style="list-style-type: none"> 1. Pose Question with Curiosity 2. Narrate Think Time 3. Build Suspense with Trackddd... (or Eyesss Onnnm...) 4. Sharp "Name", Step Back, Scan Away 	<p>Cold Call with Think Time is used for any question that one individual student will answer. Teachers build suspense and accountability between posing each question and calling on an individual – so that every student must think through the question during that time in between.</p>	<p>Cold Call with Think Time is essential to students accomplishing the MDP four-part goal (every student, observably doing high-quality thinking, at every moment), because it turns calling on individual students into a process that requires engagement and cognitive lift from every student in the room.</p>
<p>See the Room</p>	<ol style="list-style-type: none"> 1. Face Up to as many students as possible as you move (including walking backwards, squatting down, standing behind students, moving struggling students to a side row). 2. Head on a Swivel 3. Stand and Scan Every Minute 	<p>Teachers use See The Room during every class period, particularly during independent work times, as well as in the cafeteria, hallway, and other spaces. It quickly becomes that automatic way that all MDP staff move around a room, ensuring that they are seeing all student actions.</p>	<p>Seeing all students provides a sense of accountability, allows teachers to build strong classroom cultures by both seeing and "sweating" the small stuff immediately (correct the eyes off the page, rather than waiting for a disruption to address) and seeing and narrating or praising the positive and repeatable actions of students. It also allows teachers to give effective academic feedback to individuals or small groups while still monitoring the entire class. Similar to Lemov's concepts of With-it-ness, Circulate, and Be Seen Looking.</p>

10. Using Data to Improve Instruction

One of the two "super levers" in Paul Bambrick-Santoyo's study of high performing schools, *Leverage Leadership*, is data-driven instruction. At MDP, our teachers will use a variety of instructional methods linked to data collection. These are described briefly here, and in more details in the Assessments section of this application.



a. In-Class Formative Assessment

We look to Achievement First as a leader in in-class formative assessment, as they have used real-time academic feedback to all students as a key lever in becoming one of the three highest performing charter school networks in the country.⁵⁹ Members of our founding team have visited Achievement First schools and collaborated with current and former Achievement First leaders, focusing our research specifically on the ways AF has trained teachers to collect and act on student mastery data *several times per class period*. Techniques include marking questions on student classwork so that teachers can quickly scan for understanding, building in “gateway” checks for understanding at key inflection points during the lesson that students must demonstrate mastery before moving to the next section,⁶⁰ or having all students hold up individual whiteboards with a response, allowing for the teacher to check mastery by all students with one quick scan before sending some on to continue the lesson while others pause for another attempt or additional instruction.

b. Using Progress Monitoring and Long-Term Assessment Data

At MDP, our teachers will practice responding to individual student data accessible via Kickboard⁶¹ and our Virtual Data Wall⁶² system. In our K-4 literacy blocks, teachers will make real-time changes to the three rotating groups so that students are consistently receiving the most appropriate leveled instruction. Teachers will also use this up-to-date student mastery data for targeted reteaches of small groups during rotation time in the literacy blocks, during the math fluency focus period, during intervention blocks, and during non-class time such as lunch and breakfast. Finally, teachers will practice and execute strategies to use this data as a motivational tool with individuals or small groups of students, by representing it graphically for them and explaining specific steps they must take to increase their rate of growth or master particular content. Teachers will also pull data regularly from our computerized intervention programs (primarily i-Ready reading and math, ST math, and Khan Academy) to inform their small group and individual lessons with students and to adjust groupings if needed. When looking at MAP and interim data, teachers will use a consistent analysis process (described in greater detail in the Assessment section) framed by three questions: **Which students** are/are not mastering content? **What content** is being mastered/not being mastered? **How can I improve my practice** to increase mastery?

g. Measure to Make Teachers Better

The foundation of excellent student achievement is high quality, constantly improving teaching in each classroom. Our assessment program pinpoints student need, but most importantly, it helps teachers get better, faster. Because of the high frequency of our coaching model, with daily coaching touch points for all teachers, daily assessments (either through SRA DI embedded assessments, teacher-created exit tickets, Eureka Math exit tickets, or teacher-created checks for understanding during Guided Reading rotations) will be particularly important to teacher skill development. If a teacher has recorded a 95% mastery rate on the day’s assessment, an Instructional Coach will compare that to her own data collected during observation or her own brief review of the student work, and take one of three approaches:

⁵⁹ Achievement First considered a top-three organization by the Broad Foundation: <http://www.broadprize.org/asset/684-140515tbppcstopthree.pdf>. KIPP and other organizations are learning from the AF approach to formative in-class checks for understanding.

⁶⁰ During a gradual release or “I Do-We Do-You Do” style lesson, this might mean a key question after the teacher is done modeling (I Do) that kids must show they’ve answered correctly before moving on to the guided practice (We Do), and another after the guided practice that they must answer correctly before moving to the independent practice (You Do).

⁶¹ Kickboard is a software platform for collecting and sharing student data (attendance, discipline, grades, scores, demographics and family information) in real-time. <http://www.kickboardforteachers.com>

⁶² The “Virtual Data Wall” is simply a shared excel workbook with all student performance data summarized (progress monitoring and mastery results). See sample in Appendix F.



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- If the data matches the Coach's analysis, coaching time will focus on encoding that success through even more practice of the teacher skills that made this success happen, practice of new skills to continue to increase rigor, and practice of new or continuing skills to get the last few students to mastery.
- If the data does not match the Coach's analysis, coaching time may focus on practicing the skills of creating assessments that truly measure student understanding at the appropriate rigor.⁴³
- If the data does not match the Coach's analysis, coaching time may focus on practicing the skills of creating objectives and/or lessons that drive at the appropriate alignment and rigor level for the students, grade level, and the standards being addressed.

Essentially, when assessments tell us that student mastery rates are high, we will either build on that success or ensure that we are teaching and measuring the *right* content and skills.

If a teacher has recorded a mastery rate of 55% on the day's assessment, the teacher and his Instructional Coach will take a different approach to skill development:

- If the teacher and/or Coach observed that students were not fully engaged in the lesson throughout, coaching time will focus on practicing the skills necessary to engage all students at all times in the thinking tasks of the lesson;
- If the teacher and/or Coach observed that students were fully engaged in the lesson throughout, the coaching time will focus on practicing the skills necessary to ask questions, design lesson tasks, and design lesson structures to increase student practice and quality of student thinking.

See Using Data to Drive Instruction, below, for more information about how assessments at MDP drive teacher skill development.

Using Data to Drive Instruction

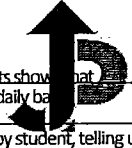
According to Paul Bambrick-Santoyo, author of *Leverage Leadership* and Managing Director of some of the highest performing urban schools in the country, data-driven instruction is one of the two most important levers schools can use to drive excellent student learning results.

At Memphis Delta Prep, several of the foundational elements of our school are built around effective use of data, including our commitment to frequent, low-impact progress monitoring, to targeted intervention for all, and to accelerated teacher skill development. We will focus our use of data with three guiding questions:

- **What content (standards-based skills and knowledge) has been "covered" and what content have students mastered?**
- **Which students have mastered that content? Which students have not?**
- **How can we improve instruction to increase rates of mastery, to accelerate learning, and to deepen student understanding?**

Key Question	How Assessment Data Provides the Answer	Possible Instructional Responses
What Content?	<ul style="list-style-type: none"> • Interim assessment scores are analyzed by standard and by item, telling us what standards most students have mastered, what question type or question content was particularly difficult, what misunderstandings students have • MAP data tells us what students know on a continuum (rather than by grade-level content standards), so that we know what students need to learn next even if they are well below or above grade level 	<ul style="list-style-type: none"> • Reteach an entire lesson or set of lessons so that students master content that the data showed they had not mastered (including repeating a lesson from an SRA DI program) • Use a daily problem or task (i.e. a Do Now, a Problem of the Day, or a spiral review task) to reinforce a skill that students mastered with extra practice • Use a smart part of class for a mini-lesson to reteach content that students did not master, and focus on the particular misunderstandings that prevented mastery • Pull resources from outside the standard curriculum, or choose a different curriculum

⁴³ The second and third bullet point in this list apply to teacher-created assessments and lessons, i.e. in nonfiction, science, social studies, and Wheatley Portfolio classes; the teacher-created portion of writing classes; and Guided Reading, Reading Workshop, or Shared Reading portions of Literacy Blocks.



<p>Which Students?</p>	<ul style="list-style-type: none"> Exit Tickets, quizzes, program assessments show that objectives students have mastered on a daily basis Interim assessment scores are analyzed by student, telling us the overall mastery levels of each student, students to focus on for targeted remediation, and particular questions or skills that were difficult for these targeted students. MAP data and progress monitoring data tells us which students are not making growth at a rate that is rapid enough Exit Tickets, quizzes, and program assessments tell us which students did not master the content on a daily basis 	<ul style="list-style-type: none"> to use, if students are not mastering particular content using the current curriculum Adjust scheduling (within a block or as a grade or school) to give students more time to work on content they are not mastering. Move students into a more appropriate Intervention Block group for their needs; move students into different rotational groups in the literacy block Move students into more advanced or more remedial levels of their SRA programs (i.e. Level B vs. Level A in Corrective Reading) to meet them where they are and accelerate learning Select students to receive more frequent progress monitoring; refer to RTII process to consider more intensive interventions Select focus students that co-teachers can check on more frequently and support more intentionally during core classes; differentiate instruction for these students and provide accommodations as needed Select students to receive extra tutoring (before school, after school, lunch, or brief pull-out if needed) on an ongoing basis Briefly remediate one or a few students on a particular skill – immediate response to a student failing an Exit Ticket, for example, might be a 5 minute tutoring session at lunch that day
<p>How Can We Improve Instruction?</p>	<ul style="list-style-type: none"> MAP or Interim data shows that particular teachers are driving very strong results while other teachers are not driving as much growth or mastery MAP or Interim data shows that a teacher, grade level, or larger section of the school is very effective in one content area or with one lesson, not as effective with a different type of lesson or different content; these trends reflect broad instructional strengths and weaknesses Progress Monitoring data tells us that we are implementing certain programs or interventions more effectively than others, or that some teachers are implementing interventions and instructional programs more effectively than other teachers A comparison of Exit Ticket/quiz data and MAP/interim data tells us that we are writing appropriately rigorous, aligned daily/weekly assessments, or that we are not. 	<ul style="list-style-type: none"> Identify “bright spots” in the building to promote for observation by Coaches and other teachers Identify teachers who need even more intensive coaching (including extended in-class modeling/side-by-side teaching, and real-time feedback and/or full coaching sessions daily) Identify focus skills for whole staff, grade-level, or content team PDs based on the student performance trends (in addition to individualized coaching) Evaluate the effectiveness of individual Instructional Coaches (i.e. is one Coach’s teachers driving more student achievement? Is one coach driving more success in certain subject areas), leverage the most effective Coach(es) to learn from, and provide more intensive training to the less effective Coach(es). Motivate and reward teachers based on the quality of their instruction, as measured by the achievement of their students (including shout-outs and salary bonuses) Adjust PD scheduling (i.e. add even more practice time, add time for collaborative planning, etc.) Change responsibilities (i.e. Instructional Coaches write and supply daily Exit Tickets, temporarily, if the Exit Ticket rigor and alignment is not appropriate for the grade and content). Improve the execution of particular Key Teacher Skills (i.e. more and better practice of Think Aloud skills) or develop new Key Teacher Skills to add to the training model

Questions 1 and 2: What Content? Which Students?

Immediate Remediation and Reteach: All student data referenced here will be stored and shared either through Kickboard (grades, including daily mastery according to Exit Tickets) or on the Virtual Data Wall (including MAP and Interim score reports which can be exported so that we can do item-level, student-level, and standards level analyses). Sharing access to all of this data, as soon as it is available, will be particularly helpful in addressing the “Which Students” and “What Content” questions. Teachers will be expected to provide remediation to any students who did not master a daily objective within 24 hours; with three prep periods per day,⁶⁴ they will be able to pull students from lunch, recess, or enrichment classes for brief remediation tutoring on that day’s or the previous day’s content. If a significant portion of the class did not master the day’s objective or content,⁶⁵ teachers will be expected to reteach that objective and reassess mastery, either in a mini-lesson during part of the next class or as a full-class reteach (in both cases, a new approach should be used that is cognizant of addressing the specific misunderstandings that hampered students the first time). The lengthened school year (188 days – for context, SRA Direct Instruction programs are often designed for 160 day school years), multiple teacher prep periods, and lengthened breakfast and lunch/recess periods are intentional structures designed to allow teachers to respond to data on a same-day basis and to have time to reteach (the lengthened school year means there is less rush to “keep moving” and to “cover content”) and to remediate students (lunch and multiple prep times mean teachers are available to pull students for brief tutoring). Teachers must have time during the day to review student data and grade exit tickets immediately – too often, teachers assess student mastery frequently but let stacks of exit tickets build up and don’t analyze or respond to the data until a week later, when it is too late to prevent compounded misunderstanding and the frustration of trying to move on without having mastered the prerequisite skill.

⁶⁴ Most teachers have three preps daily; some have two, but their time is protected from coverages and other responsibilities, still allowing for 10 minutes of student tutoring time.

⁶⁵ A “significant portion” is a case-by-case determination made by teacher and coach. It may be 3 students in a 10 student Guided Reading rotation, 50% of the class in a Wheatley ELA lesson with an objective that will be repeatedly spiraled, or 20% of the class in a Eureka Math lesson with an objective that is fundamental to understanding everything that follows in the unit.



Teachers will be held accountable to conducting these remedial responses to “Which students?” and these reteaches in response to “What content?” by their Instructional Coaches, who will do a quick daily Kickboard check to evaluate student mastery of the day’s objective for each of their teachers. Data-based decisions for individual students, such as moving to a different Intervention Block group, different Literacy Block rotation group, or a different SRA curriculum level, will be made based on multiple data points (i.e. mastery of the daily SRA lesson over the course of several weeks and DIBELS progress monitoring growth) and through brief consultation between teacher and Instructional Coach.

In-Class Formative Assessment: Teachers will also identify *which students* are not mastering content, and exactly *what content* they are not understanding, in real-time during lessons through in-class formative assessments (checks for understanding). Techniques to do this will be a focus of teacher training in summer PD, ongoing PD, and ongoing coaching.⁶⁶

PD Days to Identify Need and Action Plan: During the course of the school year, there will be a professional development day scheduled within one week of each Interim assessment administration (see School Calendar, Attachment 1) and within two weeks of each MAP administration.⁶⁷ While we do not refer to these as “Data Days,”⁶⁸ these professional development days will include analysis of student performance by individual, by question, by standard, and by class in accordance with best practices from the highest performing schools that Mr. McKenna has visited, worked with, and researched in his career and during his Jounce Partners Fellowship. In preparation for these professional development days that follow MAP and Interim administrations, the Director of Operations will work with the School Leader and Instructional Coaches to produce data reports for teachers to analyze; for the MAP itself, much of this work is already done by the NWEA’s online platform, which is a user-friendly tool for cutting growth and achievement data in a variety of ways and for identifying individualized student learning needs using the Des Cartes Continuum of Learning. For Interims, the Director of Operations and School Leader will work closely with Memphis College Prep (with whom we intend to partner and share Interims and interim data) during the second half of the planning year to customize a reporting platform for Interim data. The reports created by the DOO and Coaches in preparation for these PD days will also reference relevant progress monitoring, attendance, and discipline data in these reports (which teachers can access directly via Kickboard and the shared Virtual Data Wall) so that teachers can develop a holistic view of student challenges and needs (i.e. the root cause of a student’s challenges with a particular math standard may be two weeks of absence from school; the underlying need to address for a student struggling with identifying theme maybe be slow growth in reading fluency, evidenced by DIBELS). This information about likely causes of student challenges in no way removes the responsibility placed on teachers and their coaches to close those gap; instead, it reinforces the teachers’ accountability to student mastery by pointing to ways they can get their students back on track (i.e. by providing lunchtime tutoring for the student who missed two weeks of the geometry unit, or by working with a colleague to ensure the student struggling with reading fluency learns a text-tracking strategy for use in social studies class and also moving that student to the appropriate Reading Mastery group in the Literacy Block).

While these professional development days, like all PD days at MDP, will primarily focus on teachers practicing transferrable skills for their planning and execution, teachers will also create action plans addressing the “Which Students?” and “What Content?” guiding

⁶⁶ See instructional methods. Techniques for in-class formative assessment include using individual whiteboards, non-verbal gestures, whole-class call-and response, spot-checking selected written tasks, or having students prove their understanding to the teacher at certain “gateway” questions.

⁶⁷ This applies to the first five of the six Interims and the first two of the three MAP administrations. The final administrations of the year will be used in planning for student placements and interventions the following year, and in evaluation and review of teachers, coaches, curriculum, and overall programming, but will not be reviewed by teachers in a PD day format as the academic year will be over.

⁶⁸ We refer to these days as Professional Development Days rather than Data Days, despite the emphasis on analyzing and using data after Interims and MAP, because of our emphasis on improvement of teacher practice. The data is a starting point, but the goal of these days is not to understand the data but rather to *change* and improve teacher actions. We borrow heavily from the Data Day practices at Uncommon Schools, KIPP, Success Academies and other high-performing organizations, but we stress development of new teacher skill(s) as the end product rather than the analysis and the action plan as the end product.



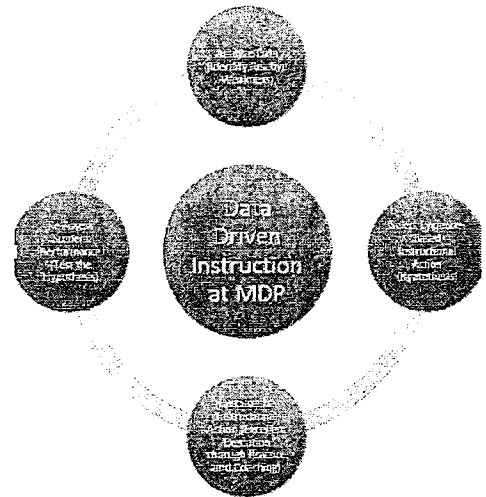
questions. The format of these action plans will be designed by School Leader and Coaches and may differ by grade band, but will start with the general framework here:

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What Content?	Which Students?
What content (specific questions, objectives, skills, or standards) needs to be retaught?	Which students need to be taught or retaught? What skills or objectives are being retaught for each student OR what ongoing supports are being implemented for each student?
How and when will you reteach? (mini-lessons – which days, and how long?; full-class reteach – which days, and how long?; stations reteach – which days, and what stations?)	When will each student be taught the identified content? (what day, what time of day?) When will each student receive the ongoing supports? (what time of day?)
Accountability: Where and when can your coach find student re-assessment data? (Kickboard Exit Ticket grade? Which day?)	Accountability: Where and when can your coach find student re-assessment data for the targeted students? (Kickboard Exit Ticket grade? DIBELS/CBM score? Which day?)

Question 3: How Can We Improve Instruction?

Student performance data can tell us what students are not learning or where they need to progress more quickly; with good analysis of the actual student work, including analyzing question distractors on multiple choice items and written response on open-ended items, the data can also tell us what misunderstandings impeded students. However, data alone cannot tell us *how* to fix these problems. For example, if we see that our fifth graders are performing particularly poorly on the standard RL.5.2, we may do a deeper analysis of the particular multiple choice items aligned to that standard, student reading RIT growth on the MAP, and a sample of written responses to open-ended interim questions and conclude that students do know what a literary theme is but can't show how it is developed based on character actions. Our teachers most likely tried to teach this, knowing that this standard is part of their curriculum and would be assessed. Therefore, the data led us to a clear picture of the problem, but the solution lies with improving instructional practice. Being effectively data driven requires responding to the evidence of a relative weakness with a strong, evidence-based hypothesis about how to address that weakness. In this example, our hypothesis might be that teachers need to more effectively model their thinking about theme during Shared Reading or Guided Reading; or it might be that students need to spend more independent, focused time reading and answering questions about characters and their actions. Both hypotheses are based on research and best practices – we know that other effective schools and teachers have used high quality think-alouds and more eyes-on-text time to close these kinds of gaps. We select the approach that we think is best, execute it as well as possible, and then assess again to see if our hypothesis was right and this action step led to stronger student performance on this standard. The data itself will not close student gaps; the skills we will constantly work to build through summer PD, school year PD days, and ongoing coaching relate to each of the parts of this data-driven instruction cycle.



- **Identify the Relative Weakness:** Teachers develop skills to more efficiently look at a variety of forms of student performance data and spot key weakness and strength trends. Leaders (including School Leader, Director of Operations, and Instructional Coaches) develop skills to more efficiently compile and cut data to highlight trends and develop skills to better train teachers to implement instructional actions.
- **Evidence-Based Hypothesis About Better Teacher Practice:** Teachers develop their toolkits of possible instructional strategies so that they have a variety of teacher practices to choose from in addressing gaps. Leaders (School Leader and Instructional Coaches) develop their knowledge of potential instructional actions that could address a wide variety of data-determined weaknesses across grades and content areas.
- **Excellent Execution:** If teachers do not execute the chosen instructional action effectively, we will not know whether the right action was chosen. This is a common but debilitating problem with the implementation of data-driven instruction: we can't conclude whether it was the wrong action step or poor execution that prevented growth, and thus don't have a clear



next step after re-assessment. To avoid this teachers will relentlessly practice the identified instructional practice and leaders (School Leader and Instructional Coaches) will relentlessly coach teachers to execute effectively.

- **Immediate and Aligned Re-Assessment:** Teachers develop skills to conduct frequent formative assessments that are aligned to the focus skill/objective/standard and that assess *all* students, not volunteers or a sampling. Leaders (School Leader and Instructional Coaches) train and coach teachers on the skill of collecting this data quickly and at the appropriate level of rigor.

Collecting and analyzing the data is important, but being able to improve teacher actions is the focus of the MDP approach to data-driven instruction. Much of the teacher development work described here happens during summer PD and through ongoing, daily coaching. However, the professional development days following interim assessments are an important part of skill development that makes data-driven assessment effective. We refer to these days as Professional Development Days rather than Data Days, despite the emphasis on analyzing and using data after Interims and MAP, because of our emphasis on improvement of teacher practice. The data is a starting point, but the goal of these days is not to understand the data but rather to *change* and improve teacher actions. We borrow heavily from the Data Day practices at Uncommon Schools, KIPP, Success Academies and other high-performing organizations, but we stress development of new teacher skill(s) as the end product rather than the analysis and the action plan as the end product.

Training for Teachers: Teachers will be trained during summer PD on the process of analyzing data and identifying weaknesses. These sessions will be led by the School Leader and Instructional Coaches, and will be based on the MDP approach of high-repetition practice: teachers will be given a variety of sample data sets (including from Interims, MAP, DIBELS, CBMs, and Exit Tickets) and of sample student work; the School Leader and Coaches will model processes for evaluating this data and focusing on the What Content and Which Student questions; and teachers will repeatedly practice, with real-time feedback throughout, working through the sample data sets and completing brief action plans. During the school year, on each of the PD days that follow interims, they will repeat this process with real student data, but will have already completed hundreds of repetitions so that the skill is nearly automatic.

The other three elements of this data-driven instruction process (Evidence-Based Hypothesis, Excellent Execution, Immediate and Aligned Reassessment) are part of the constant and ongoing teacher development process. Teachers will spend the majority of each professional development day engaged in high-repetition practice that will build their formative assessment skills, strengthen their ability to execute instructional practices to close data-determined gaps, and broaden their toolkits from which they select those instructional practices. The skills practiced in these sessions will come directly from the Jounce Partners Key Teacher Skills, Doug Lemov's *Teach Like a Champion*, and Wiggins and McTighe's *Understanding by Design*, as well as other sources (see Instructional Methods in the Academic Focus and Plan section of this application). This skill-building will be reinforced through daily coaching, and coaches will also use the coaching check-ins to hold teachers accountable to their action plans for What Content (ensuring that the planned reteaches are happening on schedule, and data is being re-collected) and Which Students (ensuring that individuals or small groups are receiving remediation on schedule, and data is being re-collected).

Training for Leaders: The prospective School Leader will continue to receive training on best practices of data driven instruction (DDI) through the Jounce School Leadership Fellowship during the school's Planning Year and Year One. Instructional Coaches will join this training when they come on board in the summer of 2016. These trainings will include no-expense visits to high-performing schools and networks that have particularly strong DDI models, and ongoing consultation with leaders responsible for DDI at these schools. In addition, the School Leader and Instructional Coaches will participate in workshops devoted to developing DDI skills using the high-repetition practice model of Jounce Partners and Memphis Delta Prep.

The Director of Operations will participate in a training with NWEA that is included with the MAP test subscription, and will have access to online NWEA training resources. The DOO will also learn best practices regarding cutting and presenting Interim, MAP, and progress monitoring data through Jounce training in the second half of the planning year and during Year One. This training through Jounce will include no-expense school visits and training time with operations leaders and data experts from top-performing schools and networks in Memphis



and around the country. The School Leader will participate in these trainings as well, and both will have access to support from advisor Shawna Wells, the Director of Leadership Development at Building Excellent Schools and a member of the Jounce Partners Board of Directors. Finally, the DOO will collaborate closely with the leadership team at Jounce Partners Memphis College Prep, learning and sharing best practices in assessment data collection, analysis, and presentation.

MDP will use the challenges our students and families face not as excuses for suboptimal outcomes, but as motivation and inspiration for our work every day. Teacher coaching will be the cornerstone of our professional development. We know that if our teachers are always getting better, our students can achieve at unprecedented levels.

High quality teacher development can quickly change teacher practice and increase effectiveness, for both new and veteran teachers.⁶⁹ Research shows that teacher quality can be improved through targeted coaching.⁷⁰ At MDP, we subscribe heavily to Carol Dweck's growth mindset theory, both for our students and our staff.⁷¹ Aptitude is not fixed, and the highest levels of effectiveness can be reached when we see every day as an opportunity to learn and improve.

Our teacher-coaching model builds on the practice-based coaching work of Uncommon Schools, Achievement First, Relay Graduate School of Education, and MATCH Education, but is significantly more intensive than these models in terms of the number of skill repetitions and the frequency of teacher coaching. This teacher development model has been used by Jounce Partners in Philadelphia and Washington, D.C. schools over the last three years, and has helped Jounce Partners' flagship partner, KIPP West Philadelphia Prep, move from the bottom quartile of KIPP schools nationally to the top quartile in terms of academic growth. MDP's prospective School Leader, Mike McKenna, is completing a School Leader Fellowship with Jounce Partners, where he has developed his expertise as a teacher-coach and principal-coach. As part of this Fellowship, Mr. McKenna has trained more than fifteen School Leaders and Assistant Principals to be effective teacher-coaches and professional development presenters.⁷²

To guarantee the most effective professional development plan for our team, teachers receive the equivalent of over 44 days of intensive training each year, as follows:

- 4 weeks (20 days) of summer training before the first day of school
- 2 weeks of early dismissal days in August, providing 1.5 hours of PD time daily as teachers apply new skills to live-teaching and then have a chance to reflect on and improve those skills each day (equivalent to two additional days of PD)
- 10 Professional Development days during the year
- 1.5 hours every Tuesday afternoon and 0.5 hours each Monday and Wednesday morning, adding up to 12 full days during the course of the year.
- Director of Operations who acts as a co-school leader and serves to protect the school leader's intense instructional focus⁷³

In addition to the whole-staff PD time, each teacher at MDP will receive approximately eleven coaching touch points weekly, as described here:

⁶⁹ Fast Start: Training Better Teachers, Faster, with Focus, Practice, and Feedback. TNTP. Available: http://tntp.org/assets/documents/TNTP_FastStart_2014.pdf
⁷⁰ http://www.instructionalcoach.org/images/downloads/research-pubs/Studying_the_Impact_of_Instructional_Coaching_4.0.pdf
⁷¹ <http://www.brainpickings.org/2014/01/29/carol-dweck-mindset/>
⁷² List the school leaders, schools, organizations Mike has trained (both Memphis and elsewhere). Cite Letters of Support from these leaders.
⁷³ For more information about the Director of Operations Role, see the Human Capital section of the application

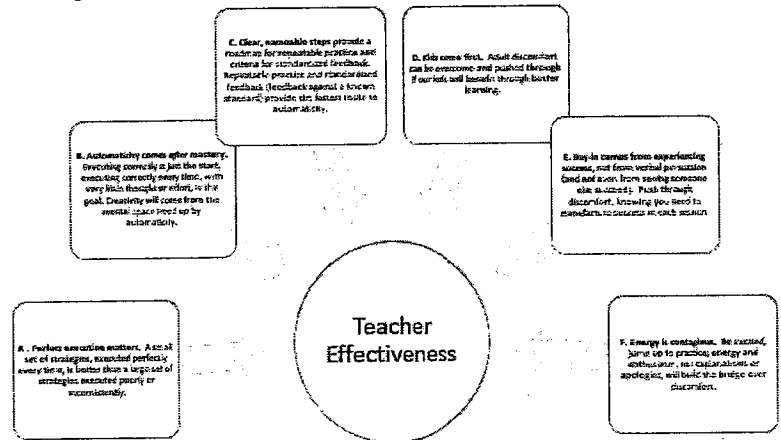


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1. Three “coaching meetings,” of approximately 10-12 minutes each, with at least 30 repetitions of the targeted teacher skill in each meeting;
2. Five “nuance meetings,” of approximately 3-4 minutes each, with at least 20 repetitions of a very specific element of the targeted teacher skill in each meeting – which often occur in the hallway, the classroom, the cafeteria, or some other public space.
3. Three “active observations,” during which the Instructional Coach or School Leader will model a targeted teacher skill during class time and/or provide feedback aligned to a targeted skill during class time;

MDP teachers will receive coaching up to eleven times as frequently as teachers at the highest performing urban schools in the country. As one walks through the building, teachers and Instructional Coaches (or the School Leader) will be seen actively practicing key teacher skills, repeating the same verbiage, expressions, body language, questioning techniques, and lesson planning strategies repeatedly to fine-tune and develop automaticity.

Our coaching model operates from 6 fundamental beliefs that all lead to increase teacher effectiveness:



B. TEACHER COACHING

1. KTS (Key Teaching Skills)

The Key Teaching Skills (KTS) identified by Jounce partners are built from the work of Doug Lemov and his extensive skill taxonomy in *Teach Like A Champion* (TLAC). Lemov and his team spent several years studying the moves that the highest-performing teachers consistently made. Through his work he realized that not only were there a specific set of skills that great teachers used, but also that these skills could be mastered and added to the repertoire of any teacher. Jounce Partners co-creators Paul Dean and Bobby Erzen saw TLAC as a valuable tool and saw an opportunity to help teachers more effectively and efficiently master and use the skills. They realized two things that ultimately led to the current Jounce Coaching Model:

1. To achieve mastery, teachers should focus on a much smaller set of clearly defined skills (TLAC has 49 skills);²⁴
2. The skills had to have specific steps that could be practiced through highly detailed repetition.²⁵

Over the course of three years, Jounce refined the list to a small set of Key Teacher Skills, some of which came directly from TLAC and others which were more refined hybrids of TLAC skills; this short list was defined as the most important building blocks for excellent teaching. Proposed School Leader Mike McKenna and the Jounce Partners team are currently working each day with teachers and leaders at urban schools to accelerate teacher development. MDP believes strongly that skill development is based on repeated and deliberate practice and this will be the guiding feature at MDP.

²⁴ This is one of the major conclusions of the evidence-based Fast Start research conducted by TNTP.

²⁵ This approach has been researched and discussed in Lemov’s *Practice Perfect* and Daniel Coyle’s *The Talent Code*.

Exhibit "B"

Intentionally Omitted

Exhibit "C"

School District Standard Terms and Conditions

1. *General Conditions of the Work.*

a. *Standard of Performance.* In carrying out the Work, the Contractor shall exercise the highest degree of competence and diligence exercised by providers in the Contractor's field. The Contractor shall cooperate with the School District and all other Persons contracting with the School District whose work affects the Contractor's Work, or whose work the Contractor's Work affects. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

b. *Compliance with Applicable Law.* The Contractor shall comply with all Applicable Law in connection with this Contract.

c. *Warranty.* To the extent that the Work includes the sale or the furnishing of Materials, the Contractor warrants that the Materials shall be good, free of defects, merchantable and fit for the particular purposes for which the School District intends to use them.

d. *Contractor Responsibility for Quality of the Work.* Payment by the School District or acceptance of the Work, including any Materials, shall not relieve the Contractor of responsibility for the substance and quality of all Materials and Work. Without any additional compensation, the Contractor shall diligently and expeditiously correct any errors, deficiencies or omissions in the Work, including any Materials, and shall remain liable in accordance with this Contract and Applicable Law for all damages to the School District caused by the Contractor or the Work, including any Materials.

e. *Contractor Staff.* The Contractor shall not assign any Person dismissed from School District employment to perform any Work under this Contract. The Contractor shall within seven (7) days reassign from any Work any employee if the Responsible Official notifies the Contractor that, in the reasonable opinion of the Responsible Official, the employee is incompetent or incapable of carrying out any part of the Work assigned to that Person.

f. *Meetings.* Upon seventy-two (72) hours prior notice from the School District, the Contractor shall attend any meetings requested by the School District, at a location to be determined by the School District.

g. *Site License(s).* To the extent that the Contractor's Statement of Work, Exhibit "A" to this Contract, requires the Contractor to carry out any portion of the Work on premises of the School District, the School District, subject to the terms, covenants and conditions set forth in this Contract, hereby grants the Contractor a limited, revocable license to use such School District premises, and only such School District premises, as are expressly provided or by necessary implication required in order for the Contractor to complete the Work in conformity with the requirements of this Contract. The School District shall have the right at any time and for any reason to terminate the foregoing license. The Contractor covenants and agrees to comply with all rules and regulations concerning the use of School District premises imposed by the School District, including but not limited to rules and regulations set by a principal concerning his or her school. The Contractor shall promptly repair any and all damage to School District premises caused by the Contractor or any of the Contractor's officers, agents, employees or Subcontractors.

h. *Contract Reporting.* The Contractor shall comply promptly with the School District's reporting requirements for contracts, including electronic or other reporting of Contractor and contract data.

2. ***Background Checks.*** In accordance with 24 P.S. § 1-111, as amended, and 23 Pa. C.S.A. §§ 6354-6358, as amended, before starting any Work, the Contractor shall submit to the School District the originals of a current (*i.e.*, processed by the Commonwealth of Pennsylvania within one (1) year prior to the Contractor's starting Work) criminal history record information report and child abuse history official clearance statement for the Contractor, if the Contractor is an individual, and for each of the Contractor's and any of its Subcontractor's employees, officers, agents, servants, volunteers or Subcontractors who will have direct contact with children while performing any of the Work. Before starting any Work, the Contractor shall submit to the School District the original of a current report of the Federal Bureau of Investigation federal criminal history record information for the Contractor, if the Contractor is an individual, and for each of the Contractor's and any of its Subcontractor's employees, officers, agents, servants, volunteers or Subcontractors who will have direct contact with children while performing any of the

Work. Commonwealth Board of Education regulations define “direct contact”; *see* 22 Pa. Code § 8.1.

a. *Arrests; Convictions.* The Contractor shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of 24 P.S. § 1-111(j), which mandates, among other things, reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any Subcontractor of an arrest or conviction for an offense listed in 24 P.S. § 1-111(e). The Contractor shall report to the School District, in a prompt and timely manner, all notices and reports required, and all checks conducted, under § 1-111(j).

3. *Compensation; Invoices.*

a. *Invoices Exclusive of Taxes.* Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The School District’s Pennsylvania Sales Tax Blanket Exemption Number is 76-51500-1; its Federal Tax ID Number is 23-6004102; and its Federal Excise Tax Number is 23-63-0021-K.

b. *Support for Invoices.* If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District to support any item or items set forth on an invoice, the School District shall have no liability to make any payment with respect to that item or items. If the School District has already made payment for that item or items, the School District may by notice to the Contractor require the Contractor to refund to the School District the amount of any such overpayment, or the School District, at its option, may set off such overpayment against any payments accruing thereafter to the Contractor under this Contract or any other contract between the Parties.

4. *The Contractor’s Duties Concerning Taxes and Other Obligations.* The School Reform Commission (the “Commission”) by its Resolution SRC-2, dated February 21, 2013, adopted its Tax Compliance of Vendors Policy (the “Tax Policy”) for School District vendors, including the Contractor. The Tax Policy provides that in general the Commission will not permit the School District to contract with Persons delinquent in payments of any City taxes or other indebtedness, at the execution and delivery of the Contract and at any time during the Term of the Contract.

a. *Contractor’s Covenants.* In compliance with the requirements of the Tax Policy, the Contractor covenants and agrees that throughout the Term of this Contract, for itself and any Person controlling, controlled by or under common control with the Contractor, the Contractor shall comply with the following requirements.

i. At any time during the Term of this Contract upon notice from the School District the Contractor shall deliver to the School District proof of its tax compliance in the form of a “Certificate of Tax Clearance” from the City’s Department of Revenue.

ii. At any time during the Term of this Contract upon notice from the School District the Contractor shall deliver to the School District proof in writing of its execution and delivery of a settlement agreement, payment plan or other necessary and appropriate documentation in satisfaction of any indebtedness to (A) the City for or on account of any City tax, including any tax collected by the City on behalf of the School District, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the City; and (B) the Commonwealth of Pennsylvania for or on account of any Commonwealth tax, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the Commonwealth .

iii. The Contractor shall promptly pay and otherwise promptly and diligently comply with and carry out its duties and obligations under any such settlement agreement, payment plan or other documentation with the City or the Commonwealth of Pennsylvania, until it has discharged its obligation to the City or the Commonwealth of Pennsylvania by satisfying any such tax or other indebtedness or obligation.

iv. The Contractor may in good faith, diligently and expeditiously, pursue any bona fide claim, contest or appeal with the Commonwealth, or the City, as the case may be, of its liability for, or the amount of, any indebtedness or obligation to the Commonwealth of Pennsylvania, or the City for or on account of any tax, including but not limited to any tax collected by the City on behalf of the School District, or other indebtedness or obligation, to the final appeal, adjudication, resolution or compromise thereof with the Commonwealth of Pennsylvania or the City. The Contractor shall promptly pay all uncontested taxes and other indebtedness or obligations to the Commonwealth of Pennsylvania and the City.

b. *The Contractor’s Taxes, etc. – School District Set-Off.* The Contractor agrees that the School District shall have the right to set off against, or to withhold payment of, or both, any and all Compensation accruing and payable to the Contractor under this Contract and any other contract, in order to provide for and assure the payment by or on behalf of the Contractor of any and

all sums of taxes or other indebtedness or obligations then lawfully due and owing by the Contractor or any Person controlling, controlled by or under common control with the Contractor, to either the City or the Commonwealth. Each Party shall have the right to rely on certificates and other official documents provided by either the City or the Commonwealth in proceeding to withhold or set off under this subsection 4.b.

5. **Best Pricing.** The Contractor shall perform the Work at the lowest price the Contractor charges to other school districts or other governmental entities for like work. If the School District pays a price for the Work in excess of the lowest price the Contractor charges or has recently charged to a governmental entity, in addition to all other remedies, the School District shall have a right, as damages, to a refund equal to the difference between the price charged to the School District and the lowest price the Contractor charges or has recently charged to another governmental entity, together with interest at a rate equal to the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percent (5.0%).

6. **Unavailability of Funds; Crossing Fiscal Years.**

a. **Unavailability of Funds.** In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to the Contractor, the amount of this Contract and the scope of the Work, consistent with the nature, amount and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of this Contract.

b. **Crossing Fiscal Years.** If the School District will pay any portion of the Compensation in any School District fiscal year subsequent to the current fiscal year (the School District's fiscal year runs July 1 – June 30), the portion of the Compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the School Reform Commission, or the Board of Education, as the case may be, of the School District, under Applicable Law. If for any reason funds for that portion of the Compensation that may accrue hereunder in a subsequent fiscal year are not continued in any subsequent School District fiscal year, this Contract and the School District's liability under this Contract shall automatically terminate at the end of the fiscal year for which the School Reform Commission or the Board of Education, as the case may be, authorized funds.

7. **Grant-Funded Contracts; Trust-Funded Contracts.**

a. **Compliance with Grant.** If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth of Pennsylvania, The City of Philadelphia (the "City"), or any department or agency of said governments, or from any public or private charitable trust fund, then the Contractor shall comply with the terms of the applicable grant agreement, contract or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract or trust indenture, as the case may be, in making any payment or payments hereunder to the Contractor. The Contractor shall not take any action, or omit to act, if such act or omission would cause a breach or default under any such grant agreement, contract or trust indenture.

b. **Timely Submission of Invoices.** If the School District pays any of the Compensation from federal government or Commonwealth of Pennsylvania grant funds, the Contractor shall bill the School District for any outstanding compensation owed to the Contractor within thirty (30) days after the end of the Term (*see* Section 3 of the Agreement for Services). In the event the Contractor does not bill the School District for the balance of any compensation within said thirty (30) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the unavailability of federal government or Commonwealth of Pennsylvania funds, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

8. **Independent Contractor.** The School District has engaged the Contractor as an independent contractor to carry out the Work, and neither the Contractor nor any of the Contractor's agents, employees or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its agents, employees or Subcontractors constitute employees of the School District, and these Persons shall have no right to receive any School District employee benefits, or any other privileges available to School District employees. Neither the Contractor nor its agents, employees or Subcontractors shall represent themselves in any way as agents or employees of the School District, and none

of the Contractor, its agents, employees or Subcontractors has any power to bind legally the School District to any third party.

9. **Non-Discrimination.** The Contractor, for itself, its officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status. The School District is an equal opportunity employer under Applicable Law, and requires the same of the Contractor. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Contractor shall include the first three sentences of this Section 9, with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals ("RFP") or comparable process and the Contractor submitted a plan describing the participation of minority-, women-owned or disadvantaged businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

10. **Subcontracts.**

a. **School District Consent Required.** The Contractor shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. The School District hereby consents to any Subcontract entered into by the Contractor specifically referenced in Exhibit "A", the Contractor's Statement of Work, to this Contract. Any subcontract made in violation of this Section shall be null and void. The School District shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to the School District for any payment, or for performance under, such Subcontract; (ii) the Subcontractor consents to any assignment of the Subcontract by the Contractor to the School District, at the School District's sole option; and (iii) the Contractor shall make payment to any Subcontractor within five (5) business days after receipt of payment from the School District with respect to work properly invoiced by a Subcontractor to the Contractor and reflected in the payment by the School District to the Contractor.

b. **No Change in the Contractor's Obligations.** The existence of any Subcontract shall not alter or limit the obligations of the Contractor to the School District under this Contract. The Contractor shall at all times remain fully responsible for its Subcontractors, and shall ensure that it legally binds all Subcontractors to the same terms and conditions as the Contractor under this Contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records and audit by government representatives.

11. **Non-Assignment.** The Contractor acknowledges that the Work constitutes personal or professional services, or both, of the Contractor. Except through a Subcontract subject to Section 10 above, the Contractor shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The School District's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the School District to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 11, an assignment includes the acquisition of the Contractor, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Contractor, and the transfer of this Contract or the Contractor in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Contractor in any federal or state bankruptcy, insolvency or other proceeding concerning the Contractor shall comply with the requirements set forth in this Contract, including but not limited to this Section.

12. **Audits; Records and Payments.**

a. **Audits.** From time to time during the Term of this Contract, and for a period of six (6) years after the expiration or termination of this Contract (*see* 24 P.S. § 5-518), the School District, the Controller of the City, the Commonwealth of Pennsylvania, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of the Contractor's performance under this Contract, including but not limited to its billings and invoices and payments received. If

requested by an Auditor or the School District, the Contractor shall submit to the Auditor and the School District for review or inspection, all invoices presented for payment pursuant to this Contract, all cancelled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract.

b. *Inspection.* The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work and Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Contractor in the City, or in another location with the Auditor's consent. The Contractor shall cooperate with all School District, City, Commonwealth of Pennsylvania and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Contractor's staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. *Availability of Records.* The Contractor shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in subsection 12.d. below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Contractor shall provide such records without unreasonable delay when requested by an Auditor.

d. *Retention of Records.* The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of the period required by Applicable Law or six (6) years following expiration or termination of this Contract; if, however, any litigation, claim or audit commences prior to expiration of said six (6) year period, then the Contractor shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal.

13. *Indemnification; Litigation Cooperation; Notice of Claims.*

a. *Indemnification.* The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the School Reform Commission and the Board of Education, from and against any and all losses, expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the School Reform Commission and the Board of Education, from and against any and all losses, expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages and liability for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants.

b. *Indemnification; Contractor's Employees.* This Section 13 protects the School District, its officers, employees, agents and the members of the School Reform Commission and the Board of Education from all claims arising during the Term of this Contract asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real or personal property, or who assert an employment claim of any kind, including but not limited to any claim or claims relating to the termination of employment, regardless of when the claimant makes the claim. Except as expressly set forth below in this subsection 13.b., the Parties shall not construe this Section 13 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 13 functions independently of the Contractor's or its Subcontractors insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 13 be deemed limited by the Pennsylvania's Worker's Compensation Act. This Section 13 shall apply, particularly, but not exclusively, to the claims of the Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against the School District, its officers, employees and agents, and the members of the School Reform Commission and the Board of Education. The Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education for the acts, failures to act or negligence of the School

District, or its officers, employees and members of the School Reform Commission or Board of Education.

c. *Litigation Cooperation.* If at any time, including after the expiration or earlier termination of the Term of this Contract, the School District becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or cooperation of the Contractor, and the Contractor does not otherwise have a duty to indemnify and defend the School District pursuant to the provisions of subsection 13.a. above, the Contractor shall provide such services and shall cooperate with the School District in resolving such claim or litigation as part of the Work and Materials under this Contract.

d. *Notice of Claims.* If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (1) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (2) within five (5) business days of receipt of notice of the claim, give notice of such claim to the School District.

14. *School District Statutory Immunity.* Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education, retain their statutory governmental, official and any other immunity provided pursuant to the Applicable Law, including 42 Pa. C.S.A. §§ 8501 and 8541 *et seq.*, and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, or agents, or for the members of the School Reform Commission and Board of Education, any other defenses or immunities available to it or any of them.

15. *Insurance.* The Contractor shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the Contractor and the performance of the Work. The Contractor shall procure all insurance solely from insurers authorized to do business on an admitted basis in the Commonwealth of Pennsylvania, or otherwise acceptable to the School District's Office of Risk Management. The Contractor shall procure all insurance through an insurance carrier or carriers, each of which shall have at least an A- (Excellent)/**FSC-XI** rating from A.M. Best. All insurance herein, except the professional liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall the Contractor commence performing any part of the Work until the Contractor has delivered to the School District the required proof of insurance. The insurer shall provide for at least thirty (30) days prior written notice to the School District in the event the Contractor and its insurer or insurers materially change, cancel or non-renews any insurance policy. The Contractor shall name The School District of Philadelphia and its officers, employees and agents as additional insureds on the general liability insurance policy, and the Contractor shall ensure that its insurer so endorses this policy. The Contractor shall procure and maintain an endorsement or endorsements stating that (i) the coverage afforded the School District and its officers, employees and agents as additional insureds shall be primary to any other coverage available to them, and (ii) no act or omission of the School District or its officers, employees and agents shall invalidate the coverage, other than an act or omission that constitutes willful misconduct or gross negligence.

a. *Workers' Compensation and Employer's Liability.* Workers' Compensation limits shall be the statutory limits, and employers' liability insurance, with limits of (1) \$100,000 Each Accident–Bodily Injury by Accident; (2) \$100,000 Each Employee-Bodily Injury by Disease; and (3) \$500,000 Policy Limit-Bodily Injury by Disease. Any other states' insurance under this subsection shall include Pennsylvania.

b. *General Liability Insurance.* Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury, including death, and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate, and \$2,000,000 aggregate for products and completed operations. The general liability insurance shall cover: premises operations; blanket contractual liability, personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross-liability; and broad form property damage including completed operations. The School District may require higher liability limits or aggregate coverages at any time during the Term if in the School District's sole discretion, the risk warrants.

c. *Automobile Liability Insurance.* Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury, including death, and property damage liability, arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the Work.

d. *Professional Liability Insurance.* Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. The Contractor may permit its insurer to write this coverage on a claims-made basis, provided that the Contractor shall maintain coverage for

occurrences arising out of the performance of the Work required under the Contract in full force and effect under the policy or "tail" coverage for a period of at least three (3) years after completion of the Work, or shall provide for an extended reporting period of at least three (3) years after cancellation of the policy.

i. *Educator's Legal Liability Insurance.* If the Contractor, including its officers, employees or agents, will or may have direct contact with children, the Contractor shall procure and maintain educator's legal liability coverage of \$1,000,000 per occurrence combined single limit / \$2,000,000 general aggregate coverage. Educator's Legal Liability Insurance coverage must include coverage for wrongful physical or sexual contact. If the Contractor provides educational services, the Educator's Legal Liability coverage shall also include educational wrongful acts, employment practices wrongful acts and directors and executive officers wrongful acts.

Certificates of Insurance evidencing the required coverages and endorsements providing proof of insurance must specifically reference the School District contract number set forth on the first page of the Agreement for Services (please type this contract number in the 'Description' section of the certificate). The Contractor shall deliver the original certificate and endorsements providing proof of insurance to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Third Floor
Philadelphia, PA 19130-4015
(215) 400-4590

The Contractor shall deliver the certificate of insurance and endorsements providing proof of insurance to the School District at least ten (10) days before any Work or any extension of the Term begins. Under no circumstances shall the Contractor actually begin Work, or continue Work, in the case of an extension of the Term, without providing the evidence of insurance. The Contractor shall not self-insure any of the coverages required under this Contract without the prior written consent of the School District's Office of Risk Management. The School District reserves the right to require the Contractor to provide certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to the Contractor.

16. *Confidentiality; Student Records; Data Ownership.*

a. *Confidential Information.* The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others ("Confidential Information"). During the Term of this Contract and at any time thereafter, without the prior written consent of the School District, the Contractor shall not disclose or use to its advantage, profit or gain any Confidential Information or any other information subject to a third party's proprietary right, such as a copyrighted or trademarked work.

b. *Student Records.* The Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the School District's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability. The Contractor acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. The School District shall transmit information or records, or both, protected by FERPA solely to the individual named in Section 7 of the Agreement for Services, and such other duly authorized individuals as the Contractor may specify by notice to the School District (*see* Section 7 of the Agreement for Services and Section 21 of these Standard Terms and Conditions).

c. *Publication Rights.* With regard to any reports, studies or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish Confidential Information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall provide to the School District for its review any proposed publication, brochure or advertisement that names the School District not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District's name and any information identifying the School District from the publication if the School District requests removal. The Contractor shall not issue, publish or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of the School District.

d. *Data Ownership.* The School District retains and reserves its ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The Contractor acknowledges and agrees that the School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely for the Contractor's use in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time during and after the expiration or earlier termination of the Term of this Contract, the School District may request that the Contractor deliver to the School District all or any portion of any data provided by the School District; promptly upon receipt of any such request the Contractor shall, without any charge to the School District, deliver to the School District the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, *e.g.*, by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data, except upon the prior express written consent of the School District. Upon the expiration or earlier termination of the Term of this Contract, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor. Once the Contractor has returned all School District data, it shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

17. *Materials; Intellectual Property.*

a. *Computer Programs.* The Contractor shall ensure that all of its computer programs, tapes and software developed under this Contract comply with any pertinent specifications or requirements set by the School District.

b. *License.* For the duration of the Term, as the Parties may agree to extend it, the Contractor hereby grants, and shall require its Subcontractors, if any, to grant, to the School District the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish, throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature, developed pursuant to this Contract.

18. *Conflict of Interest.*

a. *Disclosure of Conflict of Interest.* The Contractor represents, warrants and covenants that it has no public or private interest which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees or Subcontractors, has or shall during the Term acquire, directly or indirectly, any such interest. The Contractor shall promptly and fully disclose to the School District's Responsible Official all interests which constitute or may constitute such a conflict.

b. *Improper Gift; Improper Relationship.* The Contractor represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any School District employee who participated in the decision to authorize or enter into this Contract. The Contractor warrants that, to its knowledge, neither a School District employee or officer who participated in the decision to enter into this Contract, nor any member of the employee's immediate family, receives more than \$1,000 per year from the Contractor, has a direct or indirect investment worth \$1,000 or more in the Contractor or is a director, officer, partner, trustee or employee of the Contractor.

c. *School District Employees Not to Benefit.* The Contractor shall not make any payment or give anything of more than nominal value to any School District official or employee except in accordance with Applicable Law and School District policy. The Contractor shall comply with the School District's vendor Code of Ethics, and also, to the extent applicable, with the School District's Code of Ethics for School District officers and employees. The Contractor shall disclose to the School District the name of each School District official or employee who receives payment from the Contractor, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

19. *Default; Notice and Cure; Remedies.*

a. *Event of Default.* Each of the following constitutes an Event of Default by the Contractor under this Contract:

i. Failure by the Contractor or any Subcontractor to comply with any term, covenant or condition set forth in this Contract.

ii. The Contractor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver (d) insolvency, as defined by Applicable Law, or (e) the filing of an involuntary petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days.

iii. Default by the Contractor under any other agreement the Contractor may have with the School District.

iv. Any material misrepresentation by the Contractor in (A) this Contract, (B) any other document submitted to the School District by the Contractor, or (C) otherwise by the Contractor directly or indirectly to the School District in connection with the School District's decision to execute, deliver and perform this Contract.

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (1) the School District has a reasonable basis to believe at any time during the Term of the Contract that Contractor will not be able to perform the Work; and (2) the School District demands in writing assurance of the Contractor's performance.

vi. Misappropriation by the Contractor of any funds provided under this Contract or failure by the Contractor to notify the School District upon discovery of any misappropriation.

vii. Indictment of or other issuance of formal criminal charges against the Contractor, or any of its directors, employees, agents or Subcontractors or any of the directors, employees or agents of a Subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Contract, the Work or the Materials, or which adversely affects the Contractor's performance of this Contract in accordance with its terms, whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense.

viii. Debarment or suspension of the Contractor or any director, agent, employee or Subcontractor of the Contractor, or any Person controlling, under common control with, or controlled by, the Contractor under a federal, state or local law, rule or regulation.

ix. Failure by the Contractor to comply with any term, covenant or condition set forth in Section 4, **Contractor's Duties Concerning Taxes, etc.**, above in these Standard Terms and Conditions, or the breach of any of the Contractor's representations and warranties set forth in subsection 22.f., below.

b. **Notice and Cure.** If the Contractor commits or permits an Event of Default, the School District shall notify the Contractor in writing of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of that notice, or such additional cure period as the School District may authorize in its sole discretion, to correct the Event of Default; provided, however, that no such notice from the School District or period of cure shall be required before invoking the remedies described in subsection 19.c. if: (1) the Contractor has temporarily or permanently ceased performing the Work; (2) an emergency has occurred relating to the Work, and that emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (3) the School District has previously notified the Contractor more than once in the preceding twelve (12) month period of any Event of Default under this Contract; (4) an Event of Default occurs as described in subsection 19.a. vi., vii., or viii. above; or (5) the Contractor breaches any of its obligations under Sections 2 or 9 of these Standard Terms and Conditions. Nothing set forth in this subsection 19.b. shall limit the School District's rights under subsection 19.c.

c. **Remedies.** If the Contractor does not cure the Event of Default within the period allowed by the School District, or if the Contractor commits or permits an Event of Default for which subsection 19.b. above provides no notice or period of cure, then the School District may, without further notice or demand to the Contractor, and without waiving or releasing the Contractor from any of its obligations under this Contract, invoke and pursue any or all of the following remedies:

i. terminate this Contract by giving the Contractor a Termination Notice.

ii. perform, or cause a third party to perform, this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District or a third party pursuant to this subsection 19.c.ii., together with interest at the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other

damage incurred by the Contractor by reason of the School District's performance or paying such costs or expenses.

- iii. withhold payment of, or offset against, any funds payable to or for the benefit of the Contractor.
- iv. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor.
- v. any other legal or equitable remedy available to the School District, including but not limited to a legal action for breach and damages against the Contractor.

d. *Specific Performance.* The Contractor's Work and Materials represent unique services and things, not otherwise readily available to the School District. Accordingly, the Contractor acknowledges that, in addition to all other remedies, the School District shall have the right to enforce the terms of this Contract by a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any term, covenant or condition set forth in of this Contract.

e. *Concurrent Pursuit of Remedies.* The School District may exercise any or all of the remedies set forth in this Section 19, each of which the School District may pursue separately or in conjunction with any other remedy or remedies, as the School District shall determine. The School District may in its sole discretion elect not to exercise any of the above remedies and may permit the Contractor to continue to perform the Work. No extension or indulgence granted by the School District to the Contractor shall operate as a waiver of any of the School District's rights in connection with this Contract.

20. *Termination for Convenience.* The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, upon fourteen (14) days prior written notice to the Contractor of the School District's termination of this Contract (a "Termination Notice"), without penalty, cost or liability to the School District. If the School District terminates this Contract, the School District shall pay the Contractor for any Work satisfactorily completed before the effective date of termination, but in no event shall the Contractor have any right to receive costs caused by or related to loss of profits for Work that the Contractor did not perform because of the early termination, or for loss of profits for services the Contractor could have performed for other Persons absent its engagement under this Contract.

a. *Contractor Actions upon Termination.* Upon receipt of a Termination Notice from the School District under Sections 6., 19., or 20 above, the Contractor shall take immediate action to effect the orderly discontinuance of the Work. The Contractor shall collect, assemble and transmit to the School District, at the Contractor's sole expense, all Materials developed under this Contract. The Contractor shall clearly label and index to the satisfaction of the School District all such Materials, and shall deliver all such Materials to the School District within thirty calendar (30) days after receipt of a Termination Notice, or in such shorter period as the School District may specify in its Termination Notice.

21. *Notices.* Except as expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile, provided that any notice by facsimile shall be promptly confirmed by one of the other methods set forth in this section; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case the Parties shall send notices to the other Party's representative as set forth in and at the addresses set forth in Section 7 of the Agreement for Services. The Parties shall not transmit notices required under or in connection with this Contract by electronic mail.

22. *Representations and Warranties.* Effective as of the execution and delivery of this Contract and throughout the Term of this Contract, the Contractor makes the following representations, warranties and covenants to the School District.

a. It has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order to duly authorize the execution, delivery and performance of this Contract, including duly authorizing the Person who signs this Contract to do so on its behalf.

b. This Contract, when executed and delivered, shall constitute a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

c. The Contractor is financially solvent, can and shall pay all its debts as they mature, and possesses working

capital sufficient to carry out the Work.

d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in carrying out the Work; the Contractor's use or delivery thereof to the School District in connection with this Contract, and any use thereof by the School District as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trade secret or other proprietary right.

e. The Contractor is and shall be, at all times during the Term of this Contract, duly qualified to transact business in the Commonwealth of Pennsylvania, professionally competent and duly licensed to carry out the Work, if the performance of the Work requires any license or licenses.

f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth of Pennsylvania for or on account of any delinquent taxes, including but not limited to any taxes imposed, levied, authorized or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized or assessed for or on behalf of the School District, for which no written settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be, has been executed and delivered.

g. Neither the Contractor nor any of its principals or Subcontractors, nor any other Person controlling, controlled by, or under common control with, the Contractor, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible for contracts, bids, RFPs or contract awards by the Commonwealth of Pennsylvania, the City, any Federal agency or any school district.

The Contractor shall provide immediate written notice to the Responsible Official if at any time during the Term of this Contract the Contractor learns that any of these representations, warranties or covenants was or has become erroneous.

23. **Definitions.** Except as expressly provided to the contrary elsewhere in these Standard Terms or Conditions or in the Agreement for Services, capitalized terms shall have the meanings specified in this Section. In the event of a conflict between a definition in these Standard Terms and Conditions and the Agreement for Services, the definition in the Agreement for Services shall apply. In the event of a conflict between a definition in any exhibit, addendum or attachment to the Agreement for Services and a definition in these Standard Terms and Conditions, the definition in these Standard Terms and Conditions shall apply.

a. *Agreement for Services.* "Agreement for Services" means the instrument headed "Agreement for Services", which forms a part of this Contract and which contains the signatures of the School District and the Contractor, and sets forth certain of the terms, covenants and conditions specific to the Contractor's engagement.

b. *Applicable Law.* "Applicable Law" means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Contractor and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

c. *City.* "City" has the definition set forth above in subsection 7.a.

d. *Contract.* "Contract" means the agreement of the Parties evidenced by the instruments integrated into and forming a part of this Contract, *i.e.*, the Agreement for Services, Exhibit "A", Exhibit "B", if any, these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Agreement for Services.

e. *Event of Default.* "Event of Default" means those events defined and identified in subsection 19.a. of these Standard Terms and Conditions.

f. *FERPA.* "FERPA" has the definition set forth above in subsection 16.b.

g. *Materials.* "Materials" means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer software, and other tangible work product, materials or goods prepared, supplied or developed by the Contractor as part of or in connection with the Work, or for the Contractor by a Subcontractor in connection with the Work, and deliverable or delivered to the School District by the Contractor or its Subcontractor pursuant to this Contract.

h. *Party; Parties.* A "Party" means either the School District or the Contractor; the "Parties" means the School District and the Contractor.

i. *Person.* "Person" means any individual, association, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

j. *Responsible Official.* "Responsible Official" means the School District official named in Section 7 of the Agreement for Services.

k. *Subcontract; Subcontractor.* "Subcontract" means a contract made between the Contractor and a Subcontractor providing for the completion of some part or parts of the Work or Materials by a Subcontractor. "Subcontractor" means a Person performing under a contract with the Contractor a part of the Work or Materials that the Contractor has agreed to carry out pursuant to this Contract.

l. *Termination Notice.* "Termination Notice" means a notice given by the School District of its intent to terminate the Contract and its termination of the Contract as referenced in Sections 6, 19 and 20. Such notice shall specify an effective date.

m. *Work.* "Work" means the work, including any Materials, that the Contractor has agreed to complete under this Contract, as described in Section 1 of the Agreement for Services, Exhibit "A" to this Contract, and any relevant exhibits or addenda forming part of this Contract.

Unless otherwise expressly defined in this Contract, words that have well-established technical meanings or definitions in the field of public primary and secondary education have the same well-established meanings or definitions when used in this Contract.

24. *Miscellaneous.*

a. *Applicable Law; Venue.* The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth of Pennsylvania, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, that Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania.

b. *Headings.* Section headings in this Contract serve for reference only and shall not in any way affect the meaning or interpretation of this Contract.

c. *Order of Precedence.* In the event of conflict or variation between the Standard Terms and Conditions or the Agreement for Services and any other exhibit, addendum or attachment, the Standard Terms and Conditions or the Agreement for Services, as the case may be, shall govern. In the case of conflict or variation between the Standard Terms and Conditions and the Agreement for Services, the Agreement for Services shall govern.

d. *Severability.* If a court holds any term, covenant or condition of this Contract invalid, such holding shall not affect or impair the validity of any other terms, covenants or conditions of this Contract, which the Parties hereby deem severable and which shall remain in full force and effect.

e. *Survival.* Any and all provisions of this Contract which contemplate performance by a Party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.

f. *Waiver.* No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Contract, any Event of Default, or any remedy set forth in this Contract, unless that Party has set forth its waiver in a writing signed by that Party.

g. *No Partnership or Agency.* Anything in this Contract to the contrary notwithstanding, including but not limited to any references in Exhibits "A", "B" or "D" to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no Party, nor any other Person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work. Neither the

Contractor nor the School District shall have any power to bind the other Party in any manner whatsoever to any third party. The Contractor does not function as an agent of the School District in any dealings with any third party.

h. *No Third Party Beneficiaries.* The Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim, right, cause of action or remedy in favor of, any third party against either the School District or the Contractor. The Parties do not intend that anything in this Contract benefit any third party.

i. *Entire Agreement; Amendment.* This Contract includes all exhibits and addenda, if any, referred to herein, all of which the Parties hereby incorporate by reference. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which the Parties have fully integrated herein. This Contract supersedes any prior or contemporaneous course of conduct, performance or dealing between the Parties. No amendment or modification changing this Contract's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

j. *Counterparts.* The Parties may execute and deliver this Contract in any number of counterparts, each of which the Parties shall deem an original, and all of which shall constitute, together, one and the same agreement.

k. *Interpretation; Number, Gender.* The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection or clause in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

l. *Time.* Time is of the essence of the Contractor's performance of the Work, including the delivery of any Materials to the School District, under this Contract.

Exhibit "D"

The SRC Resolution

B-23

Operating Budget: \$70,000 Contract with Jounce Partnership – Educational Services

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Jounce Partners, to provide professional development and coaching services at the Delaplaine McDaniel School for an amount not to exceed \$70,000, for the period commencing July 1, 2017 through June 30, 2018.

ABC Code/Funding Source \$70,000.00

1100-002-2370-1101-3291 Operating