Application for a Massachusetts
Horace Mann III Public Charter School

UP Academy Charter School of Springfield

To Be Respectfully Submitted to the
Massachusetts Department of Elementary and Secondary Education on
November 14, 2014
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Name of Proposed Charter School: UP Academy Charter School of Springfield
School Address (if known): To be determined
School Location (City/Town REQUIRED): Springfield
Primary Contact Person: Scott Given
Role or relationship of contact person to proposal: CEO of proposed school management organization

Address: 90 Canal Street, Suite 610
City: Boston State: MA Zip: 02114
Daytime Tel: (617) 307-5980 Email: sgiven@upeducationnetwork.org

1. The proposed school will open in the fall of school year: 2016-2017

<table>
<thead>
<tr>
<th>School Year</th>
<th>Grade Levels</th>
<th>Total Student Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>6-8</td>
<td>Up to 800</td>
</tr>
<tr>
<td>Second Year</td>
<td>6-8</td>
<td>Up to 800</td>
</tr>
<tr>
<td>Third Year</td>
<td>6-8</td>
<td>Up to 800</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>6-8</td>
<td>Up to 800</td>
</tr>
<tr>
<td>Fifth Year</td>
<td>6-8</td>
<td>Up to 800</td>
</tr>
</tbody>
</table>

2. Grade span at full enrollment: Up to 800
3. Total student enrollment when fully expanded: Up to 800
4. Age at entry for kindergarten, if applicable: not applicable
5. If applicable, the proposed Horace Mann charter school is: New
6. If applicable, the proposed type of Horace Mann Charter School is: Horace Mann III

(Questions 7-10 are not applicable.)

11. Have members of the applicant group previously submitted a prospectus or final application that did not result in a charter?
   No
12. Is the applicant group currently the board of trustees of an existing charter school? No
13. Do members of the applicant group currently operate or are they employed by a private or parochial school? No
14. Are any members of the applicant group present or past members of a charter school board of trustees, school committee, or other type of public governing body? Yes
   a. If yes, please indicate the person’s name; the charter school name and school location, or school committee district; and dates of membership:

Scott Given – Member of the Board of Directors of UP Education Network, which has been designated the Receiver of the Holland Elementary School. Member from 2010-2014.

Ashley Martin – Member of Board of Trustees of Veritas Preparatory Charter School. Member for 2012-2014.

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1 The revision of M.G.L. c. 71, § 89 in 2010 created three types of Horace Mann charter schools, each with a particular set of requirements.
Intentionally left blank as placeholder for
Springfield School Committee Certification Statement
GENERAL STATEMENT OF ASSURANSES

This form must be signed by a duly authorized representative of the applicant group and submitted with the final application. An application will be considered incomplete and will not be accepted if it does not include the Statement of Assurances.

As the authorized representative of the applicant group, I hereby certify under the penalties of perjury that the information submitted in this application for a charter for ________________________________(name of school) to be located at ______________________________is true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

1. Will not charge tuition, fees, or other mandatory payments for attendance at the charter school, for participation in required or elective courses, or for mandated services or programs (Mass. Gen. Laws c. 71, § 89(m), and 603 CMR 1.03(3)).
2. Will not charge any public school for the use or replication of any part of their curriculum subject to the prescriptions of any contract between the charter school and any third party provider (Mass. Gen. Laws c. 71, § 89(l)).
3. Will permit parents to enroll their children only voluntarily and not because they must send their children to this school (The Elementary and Secondary Education Act of 1965, as amended, Title V, Part B, Subpart 1 — Public Charter Schools Section 5210(1)(h)).
4. Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students. If the number of application exceeds the spaces available, the school will hold a lottery in accordance with Massachusetts charter laws and regulations (Mass. Gen. Laws c. 71 § 89(n), and 603 CMR 1.05).
5. Will be open to all students, on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, gender identity, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement (Mass. Gen. Laws c. 71, § 89(m)).
6. Will be secular in its curriculum, programs, admissions, policies, governance, employment practices, and operation in accordance with the federal and state constitutions and any other relevant provisions of federal and state law.
7. Will comply with the federal Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972.
8. Will adhere to all applicable provisions of federal and state law relating to students with disabilities including, but not limited to, the Individuals with Disabilities Education Act, section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990 and chapter 71B of the Massachusetts General Laws.
9. Will adhere to all applicable provisions of federal and state law relating to students who are English language learners including, but not limited to, Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, and chapter 71A of the Massachusetts General Laws.
10. Will comply with all other applicable federal and state law including, but not limited to, the requirement to offer a school nutrition program (Mass. Gen. Laws c. 69, § 1 (c)).
11. Will meet the performance standards and assessment requirements set by the Board of Elementary and Secondary Education for all students in public schools including, but not limited to, administering the Massachusetts Comprehensive Assessment System (MCAS) (Mass. Gen. Laws c. 71, § 89(v), and 603 CMR 1.04(3)(k)).
12. Will submit an annual report to the Department of Elementary and Secondary Education on or before the required deadline (Mass. Gen. Laws c. 71 § 89(jj)).
13. Will submit an accountability plan no later than the end of the first year of the school’s charter, establishing specific five year performance objectives as specified in the state regulations (603 CMR 1.04 (3)(l)) and guidelines.
14. Will submit an annual independent audit to the Department of Elementary and Secondary Education and the Office of the State Auditor no later than November 1st of every year, as required by the charter school statute (Mass. Gen. Laws c. 71, § 89(jj), or at such other time as designated in 603 CMR 1.08 (3)).
15. Will submit required enrollment data each March to the Department of Elementary and Secondary Education by the required deadline (Mass. Gen. Laws c. 71, § 89(o), and 603 CMR 1.08(5)).
16. Will meet enrollment projections through demonstration of support for the proposed charter school in the communities from which students would be likely to enroll (603 CMR 1.04(3)(c)).
17. Will operate in compliance with generally accepted government accounting principles (Mass. Gen. Laws c. 71, § 89(jj)).
18. Will maintain financial records to meet the requirements of Mass. Gen. Laws c. 71, § 89 and 603 CMR 1.00.

19. Will participate in the Massachusetts State Teachers’ Retirement System (Mass. Gen. Laws c. 71, § 89(y)).

20. Will employ individuals who either hold an appropriate license to teach in a public school in Massachusetts or who will take and pass the Massachusetts Tests for Educator Licensure (MTEL) within their first year of employment and meet all applicable staff requirements of the federal No Child Left Behind Act (Mass. Gen. Laws c. 71 § 89(ii), and 603 CMR 1.06(4)).

21. Will provide the Department of Elementary and Secondary Education with written assurance that a criminal background check has been performed, prior to their employment, on all employees of the school who will have unsupervised contact with children (Mass. Gen. Laws c. 71, § 38R, and 603 CMR 1.04(7)(d)).

22. Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building(s) and on school property (603 CMR 1.04(7)(e), 1.04(7)(f), 1.05(7)(g), and 1.05(7)(h)).

23. Will maintain uninterrupted necessary and appropriate insurance coverage (603 CMR 1.04(7)(h)).

24. Will submit to the Department of Elementary and Secondary Education the names, home addresses, and employment and educational histories of proposed new members of the school’s board of trustees for approval prior to their service (603 CMR 1.06(1)(b)).

25. Will ensure that every member of the school’s board of trustees shall meet all training as required by the Department of Elementary and Secondary Education and any other requirements by other state agencies, including the requirements under the Commonwealth’s open meeting law and conflict of interest law (603 CMR 1.06).

26. Will ensure that all members of the school’s board of trustees file with the Department of Elementary and Secondary Education, the State Ethics Commission, and the city or town clerk where the charter school is located completed financial disclosure forms for the preceding calendar year according to the schedule required by the Office of Charter Schools and School Redesign (Mass. Gen. Laws c. 71, § 89(u)). The disclosure is in addition to the requirements of said chapter 268A and a member of a board of trustees must also comply with the disclosure and other requirements of said chapter 268A.

27. Will recognize, if applicable, an employee organization designated by the authorization cards of 50 percent of its employees in the appropriate bargaining unit as the exclusive representative of all the employees in such unit for the purpose of collective bargaining (Mass. Gen. Laws c. 71, § 89(y)).

28. Will provide the Department of Elementary and Secondary Education with a federal taxpayer identification number issued solely to the charter school and all required information regarding a bank account held solely in the name of the charter school (603 CMR 1.04(8)).

29. Will, in the event the board of trustees intends to procure substantially all educational services for the charter school through a contract with another person or entity, submit such contract for approval by the Board of Elementary and Secondary Education to provide for any necessary revisions and approval prior to the beginning of the contract period (Mass. Gen. Laws c. 71, § 89(k)(5)).

30. Will notify the Department of Elementary and Secondary Education immediately in writing of any change in circumstances that may have a significant impact on the school’s ability to fulfill its goals or missions as stated in its charter (603 CMR 1.08(11)).

31. Will submit in writing to the Commissioner of Elementary and Secondary Education a request to amend its charter if the school plans to make a change to its operations as defined in 603 CMR 1.10.

Signature
Date

Affiliation
These additional assurances are required to ensure compliance with requirements for the federal Charter Schools Program grant:

1. Will annually provide the U.S. Secretary of Education and the Department of Elementary and Secondary Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving objectives described in this application (The Elementary and Secondary Education Act of 1965, as amended, Title V, Part B, Subpart 1 — Public Charter Schools Section 5203(b)(3)).

2. Will cooperate with the U.S. Secretary of Education and the Department of Elementary and Secondary Education in evaluating the program described in the application (The Elementary and Secondary Education Act of 1965, as amended, Title V, Part B, Subpart 1 — Public Charter Schools Section 5203(b)(3)).

3. Will provide other information and assurances as the U.S. Secretary of Education and the Department of Elementary and Secondary Education may require (The Elementary and Secondary Education Act of 1965, as amended, Title V, Part B, Subpart 1 — Public Charter Schools Section 5203(b)(3)).

Signature

Date

Affiliation
UP Academy Charter School of Springfield (UP Academy Springfield) will open its doors to up to 800 students in fall 2016. The school’s launch, a collaborative effort between the founding team, Springfield Public Schools, and UP Education Network, will represent the restart of a struggling grade 6-8 Springfield Public School.

In addition to enrolling incoming grade 6 students in year one, UP Academy Springfield will aim to serve all students previously enrolled in an underperforming district middle school that SPS intends to close after the 2015-2016 academic year. The school to be restarted will be determined based on district determination of greatest need. The restart strategy – closing an underperforming district school and opening it as a Horace Mann Charter School – is consistent with SPS’ relentless and innovative efforts to raise student achievement in its lowest-performing schools. Our school’s founders believe that a successful restart represents the most effective and efficient means to close the state’s achievement gap.

**Our Mission.** UP Academy Charter School of Springfield will ensure that all scholars acquire the knowledge, skills, and strength of character necessary to succeed on the path to college and achieve their full potential.

**Our Program.** UP Academy Springfield’s program will utilize practices of the highest-performing urban charter schools, Springfield district schools, and school turnaround organizations. Our team believes any student can rapidly approach grade-level proficiency when exposed to an academic environment defined by the following programmatic components, which will permeate our school:

- **Relentlessly high and consistent academic and behavioral expectations for all stakeholders,** including our students, our families, and our staff. Our expectations will be explicitly taught, meticulously enforced, and consistently supported by school-wide systems of incentives and consequences.
- **Seamless and detailed operating procedures.** Our operating systems will be wide-reaching, will encompass every imaginable aspect of school operations, and will be implemented with unyielding attention to detail. All routines will be modeled for and practiced by the appropriate constituents at the beginning of each year and regularly reinforced thereafter.
- **Rigorous, standards-based curriculum, instruction, and assessments.** Our educational program will be designed to help students build a strong foundation of core content and skills by 8th grade, while simultaneously preparing them for the intellectual demands of rigorous college preparatory high school programs.
- **A wide-reaching network of supports designed such that no child is left behind.** Our school will employ an extensive network of whole-school and individualized supports to catch struggling students before they fall behind. When faced with a student who is not finding success in our program, we will identify the underlying skill deficiency and provide systematic supports to address the issue.
- **An obsession with regularly and effectively using data.** We will regularly analyze academic assessment data to understand which concepts students have and have not mastered, using this analysis to build tutoring plans and make adjustments to our program. Data detailing student performance on non-academic goals will also permeate the school and drive individual and school-wide improvements.
- **An atmosphere of enthusiasm and joy.** Our program will be designed to ensure teaching and learning become exciting and fun.

**Impact on Students.** UP Academy Springfield aims to serve a population of students who, without our program, may have been substantially excluded from the path to college. Initially, we intend to enroll any student currently attending the respective underperforming school who wishes to join UP Academy Springfield, including the school’s population of students with disabilities and English Language Learners (ELLs). Going forward, we intend to enroll students reflective of the demographics and learning needs across the SPS system. Within four years, we intend for at least 75% of these students to be demonstrating grade-level proficiency in math and ELA, having thus secured a place on the path to college.
Community Support. There is strong demand for UP Academy Springfield from within the community. Springfield families have repeatedly spoken with members of the founding team about the need for the city’s low-performing middle schools to be transformed. A large number of families and Springfield community members have visited other in-district charter schools operated by UP Education Network and they have expressed a strong desire for a similar school to open in Springfield. Moreover, Springfield Public Schools’ desire to work with UP Academy Springfield’s founding team on this endeavor signals the district’s belief in the school’s ability and vision. The district’s enthusiastic support of UP Academy Springfield is pivotal in our decision to launch the school. Moreover, members of the school’s founding team have demonstrated an ability to develop deep relationships and partnerships with local community members and organizations when launching a restart school.

Our Capacity. UP Academy Springfield has the capacity to achieve its mission. The UP Academy Springfield board will be comprised of community leaders, parents, and others with relevant experiences, each of whom will contribute invaluable knowledge about launching an autonomous school within the SPS system. Other founding team members will contribute insights from having managed and worked in some of the highest-performing urban public schools in the United States. Springfield Public Schools will contribute its vast accumulated knowledge of district-wide best practices, including those prescribed to serve the city’s most at-risk middle school learners. UP Education Network, a non-profit school turnaround organization, has a tremendous track record of rapidly transforming low-performing urban district schools into high-performing schools by restarting and managing them as in-district charter schools. UP Education Network will also provide voluntary in-kind support during UP Academy Springfield’s pre-operational years (the 2014-2015 and 2015-2016 academic years) to continue building a local presence in Springfield while transferring its unique intellectual capital gained through supporting the launch and operation of other successful turnaround schools in Massachusetts. Private philanthropic funders are confident in the team’s ability to leverage its experiences and expertise and have already pledged to support the launch of UP Academy Springfield.
I. HOW WILL THE SCHOOL DEMONSTRATE FAITHFULNESS TO CHARTER?

A. MISSION

UP Academy Charter School of Springfield will ensure that all scholars acquire the knowledge, skills, and strength of character necessary to succeed on the path to college and achieve their full potential.

B. KEY DESIGN ELEMENTS

Educational Philosophy. At the most fundamental level, our educational philosophy is shaped by our belief that today, in the United States, an individual’s enrollment in, success in, and graduation from college is the surest way he or she can maximize his or her academic, professional, and life potential. College provides a platform for deepening academic and personal experiences, building critical personal and professional relationships, and broadening perspectives that open up opportunities and enable an array of choices that are unavailable to students who do not enroll in, succeed in, and graduate from college. College serves as a stepping stone that can enable a child who has grown up in poverty to escape its vicious cycle. We intend for UP Academy Springfield to move hundreds of previously underserved students onto the college track.

While lifetime earnings are but one way to measure the value of a college degree in the United States, an analysis of such earnings paints a compelling picture for its critical nature. According to the most recent census data, the implications of varying educational levels can be quite large – literally millions of dollars in variation. ² On average, an American with a bachelor’s degree will earn approximately $2.4 million over their lifetime, one million dollars more than an American who only has earned a high school diploma ($1.4 million) and more than double that of someone with no high school diploma ($1 million).³

According to the National Center for Education Statistics with the U.S. Department of Education, young adults with college degrees are more likely to work full-time (73%) than those with only a high school diploma (60%) or those without a high school diploma (49%). Over time, the ability for people to maintain full-time work without a college diploma has greatly decreased.⁴ College is the best means to create life-long change, altering the trajectories for these students and the next generation.

To accomplish our mission, we believe it is critical for our school’s stakeholders to work with urgency in all they do. We recognize that many of our students (1) may have internalized the low expectations to which others have held them to date; (2) may enter our program with very low academic skills; and (3) may face difficult socioeconomic circumstances that create disadvantages and distractions. For these reasons, we must work with urgency. Within 1-3 years, our students will need to be able to read, write, and do math as well as if not better than other students in Massachsetts in order to effectively compete and get on a path towards higher education. Failing to get our students onto this path comes with dire consequences for our students – for example, dropping out of school or joining a gang. Thus, despite our extended school day and year, we have a limited amount of time to improve the life chances of our students, and must use every single minute to drive student achievement. Urgency is critical.

Moreover, our school’s stakeholders cannot accept or make excuses for anything less than excellence. Given the challenges faced by our students, it would be easy to accept excuses from them. And given the difficult nature of our mission, it would be easy to make excuses for ourselves. We cannot – the stakes are too high.

Key Design Elements. UP Academy’s core school characteristics are based upon the practices of the highest-performing urban public schools in the United States. Our team believes that any student can rapidly approach grade-level proficiency when exposed to an academic environment defined by the following programmatic components, which will infuse our school:

- Relentlessly high, consistent academic and behavioral expectations for all stakeholders, including our students, our families, and our staff. Our expectations will be explicitly taught, meticulously enforced, and consistently supported by school-wide systems of incentives and consequences.

- Seamless and detailed operating procedures. Our operating systems will be wide-reaching, will encompass every imaginable aspect of school operations, and will be implemented with unyielding attention to detail. All routines will be modeled for and practiced by the appropriate constituents at the beginning of each year and regularly reinforced thereafter.

- Rigorous, standards-based curriculum, instruction, and assessments. Our educational program will be designed to help students build a strong foundation of core content and skills by 8th grade, while simultaneously preparing them for the intellectual demands of rigorous college preparatory high school programs.

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• **A wide-reaching network of supports designed such that no child is left behind.** Our school will employ an extensive network of whole-school and individualized supports to catch struggling students before they fall behind. When faced with a student who is not finding success in our program, we will identify the underlying skill deficiency and provide systematic supports to address the issue.

• **An obsession with regularly and effectively using data.** We will regularly analyze academic assessment data to understand which concepts students have and have not mastered, using this analysis to build tutoring plans and make adjustments to our program. Data detailing student performance on non-academic goals will also permeate the school and drive individual and school-wide improvements.

• **An atmosphere of enthusiasm and joy.** Our program will be designed to ensure teaching and learning become exciting and fun. To ensure these six programmatic features are implemented with precision, excellence, and integrity, we will document specific design elements in comprehensive playbooks, which will serve as blueprints, training documents, and reference guides for all school administrators and faculty members.

**Academic Goals.** As stated in our mission, UP Academy Charter School of Springfield scholar will “acquire the knowledge (and) skills… necessary to succeed on the path to college…” Our school will not fulfill its mission unless our students make tremendous academic progress while they attend UP Academy Charter School of Springfield. Thus, we have established robust academic goals – and we will measure progress against these goals relentlessly.

We anticipate that the school we intend to restart as a Horace Mann Charter School will have demonstrated weak math, ELA, and science/technology results during the 2015-16 academic year. We predict that these results will demonstrate the following student grade-level proficiency rates:

<table>
<thead>
<tr>
<th></th>
<th>Mathematics</th>
<th>English Language Arts</th>
<th>Science/Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>15%-20%</td>
<td>25-30%</td>
<td>0-5%</td>
</tr>
</tbody>
</table>

UP Academy Charter School of Springfield intends to administer the PARCC assessment annually. We aim to ensure the following percentages of our students score proficient or advanced on these exams once the underperforming school is reopened as UP Academy Charter School of Springfield:

<table>
<thead>
<tr>
<th></th>
<th>Mathematics</th>
<th>English Language Arts</th>
<th>Science/Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td>45% or above</td>
<td>45% or above</td>
<td>20% or above</td>
</tr>
<tr>
<td>2017-18</td>
<td>55% or above</td>
<td>55% or above</td>
<td>30% or above</td>
</tr>
<tr>
<td>2018-19</td>
<td>65% or above</td>
<td>65% or above</td>
<td>40% or above</td>
</tr>
<tr>
<td>2019-2020 and beyond</td>
<td>75% or above</td>
<td>75% or above</td>
<td>50% or above</td>
</tr>
</tbody>
</table>

To adequately monitor progress towards these PARCC goals, we will also measure students’ academic progress via Achievement Network assessments (see later section for more information). We intend to establish the following accountability measures:

- Achievement Network assessments will indicate that students are on track, over the course of the year, to meet or exceed student achievement indicators for ELA as outlined in the school’s charter application. By the end of the school’s third year, 65% of students will be projected to be proficient in ELA. By the end of the school’s fourth and fifth year, 75% of students will be projected to be proficient in ELA.

- Achievement Network assessments will indicate that students are on track, over the course of the year, to meet or exceed student achievement indicators for math as outlined in the school’s charter application. By the end of the school’s third year, 65% of students will be projected to be proficient in math. By the end of the school’s fourth and fifth year, 75% of students will be projected to be proficient in math.

**Non-Academic Goals.** As stated in our mission, UP Academy Springfield scholars will acquire the “strength of character necessary… to achieve their full potential.” Our school will not fulfill its mission unless our students build critical character traits while enrolled. Thus, we have established robust non-academic goals – and we will measure progress against these goals relentlessly.

We believe that a student’s performance in the areas of homework completion, attendance, behavior, and their fulfillment of our school’s “ASPIRE” values of Achievement, Scholarship, Perseverance, Integrity, Respect, and Enthusiasm, serve as good proxies for overall character development. Our school has developed a comprehensive system to continually assess student achievement in these areas. A student’s relative level of success is translated into a weekly “ASPIRE” score. We intend to establish the following accountability measure:

- By the end of the school’s third year in operation, students will show high character by completing high quality homework, having high attendance rates, displaying positive behavior, and fulfilling the ASPIRE values as evidenced by over 80% of 6th, 7th, and 8th grade students maintaining end-of-year ASPIRE averages of 80 points or higher.

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5 Based on MCAS analysis of existing Level 4 SPS schools serving students in grades 6-8.
There are a variety of additional areas where our school intends to establish student performance goals. Most critically, the founders of UP Academy Charter School of Springfield intend to develop specific quantitative and qualitative goals related to our graduates’ high school performance, and our graduates’ college matriculation and performance. These results will be reported to all stakeholders, including Board members, teachers, students, parents, and community members on an annual basis.

Our founding team cares deeply about what our school is serving. We intend to establish recruitment and retention plans for the school that ensure that our school re-enrolls the vast majority of the students who had been attending the low-performing school UP Academy Charter School of Springfield replaced, and that, over time, UP Academy Charter School of Springfield serves a student population reflective of the demographics of the entire Springfield Public Schools system.

Finally, our school intends to establish goals across each of the charter school performance criterion. For example, in the area of capacity, we would work to ensure that UP Academy Charter School of Springfield establishes a professional culture of reflection and feedback that results in a purposeful learning environment that is focused on student achievement. To measure progress against this criterion, we would establish goals such as:

- All UP Academy Charter School of Springfield teachers will be observed by members of the leadership team and receive observation feedback (written or oral) at least once every two weeks.
- All Deans of Curriculum and Instruction will receive coaching and feedback from the principal on their instructional observations a minimum of 20 times each school year.

**Innovative Methods.** The key methods we will utilize to bring rapid improvement to the school are not commonly practiced in many of Springfield’s district schools, particularly those that are underperforming. While a thorough overview of our proposed school-level practices is detailed throughout the remainder of this application, the program we envision for UP Academy Charter School of Springfield blends the best practices from the state’s high-performing charter schools that, in large part, have never been fully utilized in Springfield’s district schools, with the best practices already in place across the Springfield Public Schools system. Thus, we hope to position our school, and the process by which we bring rapid improvement to an existing school, as a model from which other underperforming schools in Springfield and Massachusetts can learn.

**Vision.** The founders of UP Academy Charter School of Springfield seek to establish an extraordinary middle school option for community members, families, and students previously underserved by an underperforming district middle school in Springfield. The new school will provide its students with an academic environment that leads to rapid core skill development and the internalization of important, positive lifelong values. The students, families, and staff members of UP Academy Charter School of Springfield will work together harmoniously to create a culture in which all constituents enthusiastically strive for excellence and achievement in the short term, and college enrollment, success, and graduation in the long term.

UP Academy Charter School of Springfield will be created through a collaborative partnership between the school’s founding team, Springfield Public Schools and UP Education Network. The school’s founding team members will contribute insights from their knowledge of Springfield and expertise in areas such as education, finance, and governance. Springfield Public Schools will contribute its vast accumulated knowledge of district-wide best practices, including those prescribed to serve the city’s most at-risk learners. UP Education Network will contribute its knowledge of how best to transform low-performing schools into excellent institutions.

Within weeks of opening its doors, we anticipate the following will have come to pass:

- UP Academy Charter School of Springfield students have completed an intense orientation, and are excited about their newfound vision for enrolling in, succeeding in, and graduating from college, an enthusiasm only tempered by their realistic recognition of the immense work it will take to accomplish such a goal. The students have already mastered some of the core reading and math skills that they had failed to grasp in years past. They love their new school, regularly laughing and smiling alongside their teachers.
- UP Academy Charter School of Springfield parents, all of whom have received one or more home visits from an UP Academy staff member, are hopeful that the school can unlock the potential of their children. They understand the sacrifices that completing the school’s program will require, but know that the school’s staff members see them as fundamental partners who must play an active role in helping the school to fulfill its mission.
- UP Academy Charter School of Springfield teachers have been working hard since the beginning of August to develop their curricula, lessons, and assessments; to learn and practice the details of UP Academy’s comprehensive operational, academic, and behavioral systems; to enhance their skills and knowledge to best serve all students, including Special Education students and English Language Learners; and to build a foundation for positive relationships with students and families.
- Community members already see the school as a source of pride and inspiration. Visitors leave impressed by the tangible sense of scholarship that permeates that school.
- The school’s Board of Trustees remains actively engaged in governing the school, ensuring that it is well-positioned for long-term success.

Five years into the future, we anticipate that:

- At least 75% of UP Academy Charter School of Springfield students demonstrate grade-level proficiency in mathematics and English Language Arts.
• The school graduated four classes of students who are performing well in their college-preparatory high school programs. The oldest group of alumni are months away from college matriculation and represent the next generation of leaders in medicine, law, business, public service, engineering, education, and countless other fields.

• Other Springfield Public Schools leaders and teachers regularly visit UP Academy Charter School of Springfield, learn from its educational approaches, and implement similar practices to improve student achievement in their own schools, while UP Academy Charter School of Springfield’s leaders and teachers likewise spend time in excellent SPS schools to learn from and collaborate with their teams.

• The school has gained a reputation as one of the best middle school options for families in Springfield. The school’s management team and Board of Trustees ensure that the demographics of the school’s student population continue to match that of the underperforming school it replaced.

C. DESCRIPTION OF THE COMMUNITY(IES) TO BE SERVED

Student Population. UP Academy Charter School of Springfield is proposed as a new Horace Mann Charter School, serving up to 800 students in grades 6-8, to begin operation in fall 2016. In addition to enrolling a new, incoming cohort of 6th grade students, UP Academy Charter School of Springfield will aim to, in that first year, serve 100% of the rising 7th and 8th grade students previously enrolled in an underperforming district middle school that Springfield Public Schools intends to close at the end of the 2015-2016 academic year.

While we recognize that every charter school in the Commonwealth must hold an annual, open lottery to determine students who will enroll in the school, priority for enrollment in our school shall be given to students enrolled in the existing, underperforming school, which SPS will close, on the date that our application is filed. Thus, it is our intention to reenroll the vast majority of rising 7th and 8th grade students who had been attending the respective underperforming district middle school.

Many Springfield Public schools are doing an admirable job of ensuring their students master core skills that will allow them to succeed. It is for this reason that our founding team is thrilled to partner with the district on this endeavor, as we know we can learn a tremendous amount from the district’s best-performing schools.

However, Springfield Public Schools, like nearly every other urban district across the country, has recognized the ongoing presence of low-performing schools within the system, particularly at the middle school level. Some of Springfield’s most at-risk students attend these low performing middle schools:

• Students who have not mastered basic skills. At the Marcus Kiley Middle School, which is used for illustrative purposes only, just 29% of the school’s 7th grade students demonstrated proficiency in English Language Arts and just 12% of the school’s 7th grade students demonstrated proficiency in mathematics in spring 2014. We believe that students who lack basic mathematics and reading skills upon leaving middle school represent an at-risk population. Many of these students will struggle to achieve in high school, and therefore will be unlikely to enroll in, succeed in, and graduate from college. Said differently, we believe that becoming grade-level proficient in mathematics and reading by the end of 8th grade is a prerequisite for the fulfillment of a student’s long-term potential.

• English Language Learners. High numbers of English Language Learners tend to cluster in Springfield’s low-performing schools, where they struggle to master core basic skills. For example, only 3% of the Marcus Kiley Middle School’s 7th grade English Language Learners demonstrated proficiency in math in 2014. More broadly, English Language Learners across the country have extremely low college matriculation and graduation rates. Thus, we believe that English Language Learners in low-performing schools represent a very high-risk population.

• Special Education students. High numbers of Special Education students also tend to cluster in Springfield’s low-performing schools, where they struggle to master core basic skills. For example, 0% of the Marcus Kiley Middle School’s 8th grade Special Education students demonstrated proficiency in math in 2014. More broadly, Special Education students across the country have significantly lower than average college matriculation and graduation rates. Thus, we believe that Special Education students in low-performing schools represent a very high-risk population.

UP Academy Charter School of Springfield seeks to serve these at-risk students; we broadly define our community as the students across the city of Springfield who currently attend, or would in the future attend, the low-performing district middle school that we intend to restart. We believe that this community represents some of Springfield’s most vulnerable students who, unless their school is rapidly improved, will be unlikely to enroll in, succeed in, and graduate from college. In fact, our founding team has completed analysis indicating that, over the long term, nearly 19 of 20 students in the lowest-performing SPS middle schools will never graduate from college, under the status quo.7

Rationale for Serving Community. Our founding team is motivated to serve this community – the community of students and their families who have been underserved by an underperforming district school – by our collective passion to eliminate the Achievement Gap and our belief that by serving this community we can eliminate the Achievement Gap more effectively and efficiently than by

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6 Confirmation of Year 1 lottery preference given to these students confirmed by DESE in 2010.
7 Analysis conducted by UP Education Network in 2010.
serving any other community. We are particularly motivated by the opportunity to serve a student population that some Commonwealth charter schools have struggled to recruit to their schools. Given our intention to initially serve the vast majority of students who would have been enrolling in an underperforming district middle school, our founding team believes that UP Academy Charter School of Springfield will enroll a high percentage of Special Education students, both relative to district averages and relative to most other charter schools in the Commonwealth. (For example, one existing underperforming district middle school in Springfield, the John F Kennedy Middle School, reports that 21% of its students are receiving Special Education services.) Further, our founding team believes that UP Academy Charter School of Springfield will enroll a high percentage of English Language Learners, both relative to district averages and to most charter schools in the Commonwealth. (For example, one existing underperforming district school, the Forest Park Middle School identifies that 23% of its students are English Language Learners.)

We will be pleased to serve our proposed community with the support and guidance of Springfield Public Schools, which is continuing its efforts to improve student achievement at underperforming schools through new strategies and alternative approaches. In collaboration with the district, we intend to rapidly improve a school’s performance such that, within four years, at least 75% of its students demonstrate grade-level proficiency in mathematics and English Language Arts, and thus secure a firm place on the track to college graduation. By doing so, we will create an extraordinary school option for families and students in Springfield and we will be part of the national effort to turn around the country’s lowest-achieving schools. In fact, our specific, collaborated plan of action with Springfield Public Schools is perfectly aligned with one of the four approaches that the federal government has recommended states and districts use to transform their most underperforming schools. Under this vehicle, the “restart” model, a school is to be “closed and reopened under a charter school operator, a charter management organization, or an education management organization that has been selected through a rigorous review process.”

Addressing Needs of Student Population. We believe that our founding team is uniquely well-positioned to serve this community, execute a successful district school turnaround, and create an excellent in-district charter school that serves Springfield’s students and families for many generations to come. Springfield currently has the highest concentration of Level 4 middle schools in Massachusetts, and Springfield’s students are in strong need of an additional high quality, college preparatory middle school. We have found that what students who previously attended chronically underperforming schools need most are teachers who expect them to succeed, and rigorous, standards-based curriculum and instruction. A culture of high expectations can unlock a student’s potential, and help propel them to new heights.

Means of Assessing Parental Support. We have used several methods to assess parental support for UP Academy. First, we met with the full leadership team of Springfield Public Schools, which expressed to us their confidence in the parental support that would exist for UP Academy Charter School of Springfield if it were to open in the community. They presented their strong belief that families are seeking exactly the type of high-performing school that UP Academy Charter School of Springfield aims to become. Second, we met with Luz Lopez, Western Massachusetts Organizing Manager for Stand for Children Massachusetts, to learn about her involvement in organizing a Springfield Parent Academy. From Luz, we learned about the deep dissatisfaction that hundreds of Springfield’s families have with the current district options at the middle school level, and their desire for aggressive improvement strategies to be used to create better middle schools. Third, members of our founding team have solicited input from families themselves – particularly those whose children attend low-performing middle schools. These conversations have revealed further evidence of support for our proposed school. Many families of students in low-performing schools have expressed excitement about enrolling their children in UP Academy Charter School of Springfield.

Fourth, on October 16, 2014, we invited a group of approximately twenty Springfield family members to board a bus and visit UP Academy Holland, another school operated by UP Education Network, in Dorchester, MA. The families were overwhelmingly enthusiastic about what they saw and expressed deep hope that a school operated in a similar fashion would open in Springfield. Upon identification of UP Academy Charter School of Springfield’s school site our school’s proposed management organization, UP Education Network, intends to hire a Coordinator of Community and Family Relations to continue building support for the school across the city of Springfield.

Means of Assessing District, Teacher, and Other Staff Support within Springfield Public Schools. We have used several methods to assess district, teacher, and other staff support within Springfield Public Schools. It was SPS Superintendent Dan Warwick who first approached members of the founding team (those from UP Education Network) regarding the idea of launching UP Academy Charter School of Springfield. (The origins of this proposal are detailed in a later section.) Since that initial conversation, the Superintendent and members of his senior leadership team have been unanimously and deeply supportive of this endeavor. The founding team has asked for specific commitments from Springfield Public Schools that it believes are prerequisites for the school’s success, all of which have been made.

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8 http://www.ed.gov/blog/2010/03/whats-possible-turning-around-americas-lowest-achieving-schools/
The founding team also wanted to ensure other key city officials would be supportive of the proposed school. Mayor Domenic Sarno met with members of the founding team and expressed unwavering support for the launch of UP Academy Springfield.

We have also visited a low-performing Springfield middle school, which provided one of our founding team members the opportunity to speak directly with teachers and school staff. Several of those teachers and staff members expressed a belief that more radical change is required to springboard their school towards high levels of sustained success – the type of change represented in this application.

**Student Recruitment Strategies.** UP Academy Springfield will plan to begin serving a fully enrolled school of approximately 650 students, grades 6-8, from the first day that the school is in operation. UP Academy Springfield is motivated by (1) the “turnaround” emphasis embedded within the school’s mission; (2) a belief that taking over the management of a fully enrolled school will aid the school in serving the city’s most vulnerable students, including the high-need Special Education students and novice English Language Learner students; and, (3) a belief that unless existing, underperforming middle school students receive immediate and aggressive intervention and support, those students will be unlikely to maximize their full life potential.

UP Academy Springfield will take several steps to publicize and market its program to the Springfield community. First, UP Academy Springfield will build strong relationships with staff at the existing low-performing school to best support families during the transition period and provide information to families during the pre-operational year. UP Academy Springfield will work with staff at the school to: 1) place a mailbox at the school where families can leave questions or applications; 2) distribute backpack mailings to students; and 3) coordinate dates for information sessions with families. The UP Academy Springfield team will also work tirelessly to build strong relationships with the current school’s staff as that will help support our efforts to contact every family currently enrolled in the school during the pre-operational year.

Second, UP Academy Springfield, beginning in fall 2015, will engage in proactive communication to ensure that all families in the neighborhood of UP Academy Springfield understand that the school is an option for their children. We intend to work closely with SPS in this UP Academy Springfield in this endeavor. Further, these efforts will be led by a full-time UP Education Network team employee.

UP Academy Springfield’s outreach efforts will span two categories. First, UP Academy Springfield will participate in all SPS-sponsored events and outreach efforts to ensure publicity and awareness of the district’s new proposed school to those who otherwise would have attended the low-performing school. Second, UP Academy Springfield will lead outreach efforts above and beyond SPS-sponsored activities and notifications. For example, UP Academy Springfield will distribute applications, informational materials, and notices to targeted community locations and public events (e.g., community centers, places of worship, public libraries) in the neighborhood where the school is located. Printed information will be written in simple language and translated when needed into Spanish, Cape Verdean Creole, Haitian-Creole, Vietnamese, and other languages so that no family is denied information about our school. UP Academy Springfield will also host additional information sessions starting in fall 2015 for interested students and families. Sessions will be held at various times to ensure accessibility to all interested families.

UP Academy Springfield will ensure full accessibility for all eligible students by removing barriers related to transportation, parental expenses, language, health, scheduling, and disabilities.

UP Academy Springfield will use an easy, information-based application for enrollment. Students will be accepted on a public lottery basis if they meet state-mandated enrollment requirements. We will follow meticulous enrollment procedures to ensure we meet required DESE deadlines for submission of enrollment data, including submission of pre-enrollment data in March 2016. Beginning in year 1, we will use a student information system to simplify data reporting to the state and to provide accurate tracking of student enrollment data.

Lastly, in line with UP Academy Springfield’s ambition to serve as close to the same student population as would be enrolled at any other school in Springfield, UP Academy Springfield will intend to admit new students to the school in grades 6-8, filling all available seats, at the beginning of and throughout each academic year. Please see the attached Draft Recruitment and Retention Plan for Proposed School for more information.

**Opportunities for Families and Community Members to Support the Success of the School.** UP Academy of Springfield will create a School Site Council, whose purpose is to support the school’s Principal in making key decisions related to school goals. The School Site Council will serve as an advisory committee in areas including but not limited to school goals, student needs, improvement priorities, and utilization of resources. The School Site Council will be comprised of the principal, 3-5 teachers, 4-6 parents/guardians and 3-4 community representatives. The Council will meet monthly.

In order to gauge parent satisfaction, we ask all parents to complete an annual survey. Among other questions, we will ask parents to rate their level of satisfaction with the preparation for high school provided by UP Academy Charter School of Springfield as well as their satisfaction with the overall program. Survey results will be published in our annual report.

Additional information regarding family involvement is included in the “Involvement of Parents/Guardians as Partners” section.

**Necessity of Horace Mann Charter for School to Exist and Succeed.** Our founding team believes that myriad flexibilities in the categories of time, budget, program, and human capital are prerequisites for driving rapid school improvement and sustaining excellence over time. Therefore, we do not believe that the limited levels of autonomy and flexibility that exist in traditional Springfield district schools would allow us to successfully fulfill our mission. For example, we believe that it is essential for our
teachers to begin their summer orientation in very early August. The collective bargaining agreement between the Springfield Teachers Union and Springfield Public Schools does not allow for this start date. As another example, we believe creating our own teacher evaluation tool allows us to better align teacher performance metrics with what we believe is required by teachers to advance student achievement rapidly. A Horace Mann charter would provide the school with the opportunity to development its own evaluation instrument, whereas we could not do so as a traditional SPS school.

Separately, we believe that the mission we are setting out to achieve is extraordinarily challenging and requires ample oversight and accountability. We believe that the establishment of a school-level governing board will ensure adequate school-level oversight. Also, we believe that the accountability provided by the Massachusetts Department of Elementary and Secondary Education will be an asset to the school that would be missing without the charter.

**Means of Collaboration with School District.** We anticipate establishing a weekly 45-minute phone call inclusive of members of the school’s leadership team, key personnel at Springfield Public Schools, and representatives of UP Education Network. We have evidence that this frequency and means of communication yields dividends; this system of communication has been vital to the success of UP Academy Charter School of Boston, and it has also proven helpful to Boston Public Schools.

Transparent, frequent communication and collaboration with the district will be essential to the school’s success. Such communication can allow us to raise important issues with key personnel at the district office, who can in turn work with their team to resolve said issues. Moreover, this communication allows district personnel to provide the school with important district-wide updates that impact the school.

We also believe that this communication can provide important insights and ideas to key leaders at Springfield Public Schools. For example, if a particular autonomy granted to the school as an in-district charter proves to be highly successful, the district team can learn about this model and consider replicating it at other schools in Springfield.

Our doors will always be open to educators from other district schools in Springfield. We hope to find ways to actively encourage both school leaders and teachers to visit and learn from UP Academy Charter School of Springfield, just as we hope that our school’s staff will be welcomed to learn from and spend time at other schools throughout the city.

**D. ENROLLMENT AND RECRUITMENT**

**Student Enrollment Growth Plan.** Unlike the phase-in enrollment plans pursued by many charter schools in Massachusetts, UP Academy Springfield will begin serving all current grade levels (6-8) during its first year. It is our belief that managing a full school in year one will enable us to serve the city’s most vulnerable students, including many at-risk students, students with disabilities, and ELLs. Providing all current students with immediate, aggressive intervention and support will help ensure that these students have the opportunity to maximize their full potential. UP Academy Springfield intends to remain a grade 6-8 school.

Because we do not know the identity of the low-performing school to be transformed into UP Academy Springfield, we are seeking a maximum enrollment of 800 total seats from the state, to ensure we have the number of seats to serve any of Springfield’s middle schools. Below (and throughout the application), we make enrollment assumptions based on typical middle school sizes in the city.

Beginning in year one, UP Academy Springfield will enroll a student population of approximately 648 students. At steady state, enrollment would remain at 648 students, comprised of 216 students per grade, resulting in 4 cohorts per grade with 8 homerooms and a total of 27 students in each homeroom.

We believe this target enrollment presents an ideal balance between serving as many students as possible while fostering a professional, collaborative culture among staff and providing a student-to-staff ratio that supports the development of strong relationships with our students, which is directly related to student achievement. Our five-year enrollment plan is summarized in the table below.

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As described above, this plan reflects a scenario that would bring all grades to the long-term enrollment goal of 216 students per grade in Year One. Year two (2017-2018) assumes that we will continue to work to maintain our steady state enrollment of 216 students per grade by enrolling another new 6th grade class of 216 students, while moving the previous year’s 6th and 7th grade classes of 216 students each into 7th grade and 8th grade respectively. Throughout each year, we will backfill any vacant seats as needed according to the DESE backfilling requirements. For grades where these requirements do not apply, we will recruit new students if needed to ensure each grade starts the school year with an enrollment of 216 students per grade. We also will implement a variety of strategies to reduce the historical attrition rates seen at SPS middle schools, such as having each student assigned to an advisor who is responsible for maintaining regular contact on a bi-weekly basis with the student’s family. For more information, please see our Recruitment and Retention Plan in the appendix.
Recruitment and Retention Policy (attached). Please see the appendix for the completed Draft Recruitment and Retention Policy.

Admittance by Entry Grade. UP Academy Springfield will plan to begin serving a fully enrolled school of approximately 650 students, grades 6-8, from the first day that the school is in operation. UP Academy Springfield is motivated by (1) the “turnaround” emphasis embedded within the school’s mission; (2) a belief that taking over the management of a fully enrolled school will aid the school in serving the city’s most vulnerable students, including the high-need Special Education students and novice English Language Learner students; and, (3) a belief that unless students at low-performing schools receive immediate and aggressive intervention and support, those students will be unlikely to maximize their full life potential.

Enrollment Policy and Application for Admission (attached). Please see the appendix for the completed Enrollment Policy and Application for Admission. The school anticipates being ready to submit enrollment data to DESE by mid-March prior to opening because UP Education Network, which is providing pro-bono support to the school during its pre-operational period, has a strong track record of meeting DESE enrollment deadlines in launching restart in-district charter schools.

II. HOW WILL THE SCHOOL DEMONSTRATE ACADEMIC SUCCESS?

A. OVERVIEW OF PROGRAM DELIVERY

Evidence that the Proposed Educational Program will Serve the Diverse Needs of Individual Students. UP Academy Charter School of Springfield will be modeled after the schools already part of the UP Education Network. The Network’s flagship school, UP Academy Charter School of Boston (UAB), participated in a study conducted by MIT professors Joshua Angrist and Parag Pathak as part of the School Equality and Effectiveness Initiative. The MIT researchers used best-in-class methods to measure the impact of UAB on student learning, including a “gold standard” lottery-based design and a rigorous matching technique. The study found that in every year -- including the first year – overall academic growth was strong across all student groups (including students with disabilities and English language learning) and the magnitude of growth was on par with the highest performing charter schools in the state. Moreover, growth for “turnaround students,” defined as students who previously attended the Gavin Middle School prior to its conversion into UP Academy, was even higher, and was among the largest impacts on record. We expect that results for UP Academy of Springfield will be the same.

Further quantitative evidence, including demonstration of anticipated student access across various demographic groups, is provided in Section II-B (“Curriculum and Instruction”). For specific information regarding UP Academy Boston’s MCAS performance, including across different subgroups of students, please see the “Curriculum and Instruction” section.

Our school design has been informed by the following additional sources, which we believe in turn confirms that the proposed educational program will serve the diverse needs of individual students:

Research on High-Performing Urban Public Schools. An increasingly rich body of research corroborates the attributes that an urban public middle school must employ to drive high levels of student achievement for all students, including Special Education students and English Language Learners. For example, research has demonstrated again and again that setting a high bar and calling for the best efforts of students and adults alike, is essential to producing academic mastery. Additional targeted research has shaped the philosophies and practices that we will use to support English Language Learners and Special Education students. This research has informed many design elements of UP Academy Charter School of Springfield.

Direct Observations of Exemplar Urban Public Middle Schools. Observations of the specific practices of highest-performing urban public schools in Massachusetts and across the United States have guided the development of our educational model, and prove its validity. Without question, all of these schools share common attributes that drive their success, including purposeful and consistent procedures and routines, rigorous and consistent school-wide behavioral and academic systems, formal tools and processes that help teachers develop or refine a standards-based curriculum, and a network of well-coordinated programs that support struggling students.


15 Exemplar schools contributing to our educational philosophy include Veritas Prep Charter School (Springfield), Roxbury Preparatory Charter School, Boston Preparatory Charter School, and Edward W. Brooke Charter School.
Research on School Turnaround Efforts. The most comprehensive research on effective school turnaround practices has been conducted by Mass Insight, and published in The Turnaround Challenge. According to the report, “Turnaround requires dramatic changes that produce significant achievement gains in a short period (within two years), followed by a longer period of sustained improvement.” Further, the report indicates that successful turnarounds require practices that include the following: extended school day and longer year, discipline and engagement, close student-adult relationships, personalized instruction based on diagnostic assessment and flexible time on task, and a staff culture that stresses collaboration and continuous improvement. UP Academy Charter School of Springfield has leveraged this research in formulating our educational philosophy and designing core elements.

School Calendar and School Schedule. In order for previously underserved students to make rapid achievement gains, we must provide more time for them to learn. UP Academy Charter School of Springfield will provide an extended school day within an extended school year – both proven effective in urban public schools serving incoming students with skill and knowledge deficiencies.

The academic year will be 185 days, from the last week of August through the end of June, divided into four academic quarters. We will follow Springfield Public School’s schedule for holidays and closures. The academic school day will run from 7:35am-3:15pm on Mondays-Thursdays, and from 7:35am-1:15pm on Fridays. Additional academic and behavioral support programs will run until 4:15pm on Mondays-Thursdays, and until 2:15pm on Fridays. Saturday Academy is held for students needing additional math support from 10:00am-12:00pm on Saturdays. (Please see the attachments section for a draft school calendar)

Mathematics. Every UP Academy student receives 400 minutes of math instruction, spread across 8 class periods, during a given week, all year. This schedule lets students have access to a rigorous and challenging math curriculum that first centers on previously unlearned skills and then establishes the numeracy skills that allow for deeper exploration of high school level math concepts. Our math program emphasizes computation and problem solving, often integrating both types of skills within a single class. The math curriculum is supported by a Saturday morning math tutoring program designed to support the school’s highest-need math learners.

English Language Arts. Every UP Academy student receives 400 minutes of ELA instruction, spread across eight class periods, during a given week, for the entire year. Four class periods (200 minutes) focus on reading instruction, while the other four class periods (200 minutes) focus on writing instruction. Our reading curriculum is supported by an independent reading program that requires all students to read for no less than 50 minutes per day, as well as by a daily afterschool literacy program. Above all else, our reading and writing programs work together to ensure that every UP Academy student develops tremendous literacy skills. Our graduates must be prepared to read high school level texts and write high school level compositions as well if not better than their peers. This long-term objective requires a strong ELA curriculum that ensures reading fluency, comprehension and analysis of fiction and non-fiction texts, strong writing abilities, and an expansive vocabulary.

Science. Every UP Academy student receives 400 minutes of science instruction, spread across eight class periods, during a given week, for one semester of the 6th grade year and for the entire 8th grade year. Our science curriculum focuses on the helping students master core vocabulary and conceptual knowledge, and is supplemented by the application of principles in laboratory settings.

Social Studies. Every UP Academy student receives 400 minutes of social studies instruction, spread across eight class periods, in a given week, for one semester of the 6th grade year and for the entire 7th grade year. The overarching goal of our social studies program is to develop literate, culturally-aware citizens. Thus, our teachers will expect UP Academy students to master the key concepts and vocabulary detailed in the MA Frameworks, as well as to demonstrate critical skills such as analyzing primary sources, debating different points of view, and making cause-and-effect connections.

In addition to the core subject areas listed above, UP Academy students receive instruction in the following content areas:

Physical Education and Health. All students will take this course no less frequently than one time per week throughout the entire year. Our physical education and health program is designed to keep students active, fit, and healthy. The program will encompass classroom-based sessions as well as activities in the school’s gymnasium and outdoors.

The Arts. Every student takes no less than one visual arts class and one music class per week. The founders of UP Academy Charter School of Springfield agree with the core concept that drives the state’s Art Frameworks: “In music and the visual arts, people express ideas and emotions that they cannot express in language alone. In order to understand the range and depth of the human imagination, one must have knowledge of the arts.”

High School Preparation. Preparing for a college-preparatory high school program will seem like a daunting task for many of UP Academy Charter School of Springfield’s students. A high school preparation course, taken once per week in 8th grade, supports students through the process. Students (and their families) will be led through the high school application process, will visit numerous high school campuses, and will be taught about the surest ways to make high school a stepping stone towards college enrollment, success, and graduation.

Enrichment. UP Academy’s core program focuses relentlessly on the development of core academic skills. However, in order to best prepare its student body for future pursuits, the school must also provide its students with access to extracurricular activities on a regular basis. Thus, every Friday afternoon, from 12:15-1:15pm, the school will offer Enrichment activities for all students.

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17 http://www.doe.mass.edu/frameworks/arts/1099.pdf
Students will sign up for a specific Enrichment activity at the beginning of each season (i.e. fall, winter, and spring). We anticipate that activities will include athletics, theatre, dance, and international cultures, among others. While some activities will be taught by UP Academy Charter School of Springfield’s staff, most activities will be taught by contracted external instructors.

A 6th grade student’s weekly schedule is shown here:

### Organization of Students and Faculty.

Students are organized into heterogeneous cohorts of ~27 students. Each cohort of students takes all core academic classes (mathematics, English Language Arts, science, and social studies) together, as well as daily special classes (e.g., visual arts, music, and fitness). Except during academic intervention, lunch, tutoring, and Enrichment, a given cohort remains in a given classroom (i.e. their Homeroom) for the entire day. Teachers, not students, move from classroom to classroom, minimizing the downtime that occurs when students change classes. Our program does not utilize multi-grade or tracking practices.

All core subject teachers are responsible for teaching no more than two cohorts of students (maximum of 54 students) during a given semester. A teacher will instruct each cohort of students two times per day, three days per week, and one time per day, two days per week. By organizing the school in this fashion, teachers are able to develop strong relationships with fewer students, becoming very familiar with each student’s academic strengths and weaknesses. Given that many students with disabilities and English Language Learners are included in the general education setting, certain classes will be co-taught by the general educator and either the Special Education Teacher or the ESL teacher; this is discussed in more detail in other application sections.

### Summer Programming.

Students who fail one or more classes are assigned to UP Academy Springfield’s summer session. During this session, students will receive one-on-one or small group remedial tutoring. This tutoring will be targeted and standards-based, in the subject area(s) of concern. At the end of this program, the student must pass a subject-specific minimum competency test in order to be promoted to the next grade level. If the student does not pass the minimum competency test, he/she may be retained.

### Extra and Co-curricular Activities and Programming.

UP Academy Springfield’s core program focuses on the development of core academic skills. However, in order to best prepare its student body for future pursuits, the school must also provide its students with access to extracurricular activities on a regular basis. As described above, every Friday afternoon, from 12:15-1:15pm, the school will offer Enrichment activities to all students. We anticipate that activities will include athletics, theatre, dance, and international cultures, among others. While some activities will be taught by UP Academy’s staff, most activities will be taught by contracted external instructors. We additionally intend to offer opt-in afterschool athletic and arts-focused programming to students.

### School’s Ability to Access Programs Offered by the District.

As a Horace Mann Charter School, the founding team of UP Academy Charter School of Springfield is further motivated to access programs offered by Springfield Public Schools. For example, our school may have the opportunity to access ancillary programs offered by the district, including but not limited to SPS interscholastic athletic programs, district-wide arts programming, and district-wide technology programming.

### A Day in the Life of a Student.

Here is a typical school day from the perspective of a 7th grade student: The student arrives at school, ready and excited to learn, between 7:15 and 7:35am. He exchanges greetings with the Principal at the front door, and then walks to the Uniform Station, where a faculty member ensures that the student is in proper uniform. The student proceeds to the Breakfast Station, where he receives a nutritious breakfast. Next, the student goes to the Homework Station, where he places his completed assignments in the appropriate subject folders. Thereafter, the student heads to his assigned seat in Community Circle, where he reads until the 7:35am bell rings. “Good morning, seventh grade students!” exclaims the Principal, kicking off the Community Circle meeting. “Good morning!” the students excitedly reply in unison. Community Circle, a weekly grade-level assembly, provides the opportunity to reinforce the school’s mission and celebrate student accomplishments. On this particular day,

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<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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<tbody>
<tr>
<td>7:15-7:30</td>
<td>Arrival/Breakfast</td>
<td>Arrival/Breakfast</td>
<td>Arrival/Breakfast</td>
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<tr>
<td>7:30-7:50</td>
<td>Math</td>
<td>Math</td>
<td>Math</td>
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<tr>
<td>7:50-8:10</td>
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<td>8:10-8:40</td>
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<tr>
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<tr>
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<td>14:05-14:25</td>
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<td>14:25-14:45</td>
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<table>
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<tr>
<td>7:15-7:30</td>
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<tr>
<td>13:45-14:05</td>
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<tr>
<td>14:05-14:25</td>
</tr>
</tbody>
</table>
Evidence that the Proposed Curriculum/Instruction Will Serve the Diverse Needs of Individual Students. UP Academy Charter School of Springfield’s curriculum will be designed to bridge the gap between each student’s incoming skill levels and his or her potential. To ensure our students will graduate from UP Academy Springfield on track to enroll in, succeed in, and graduate from college, our curricula emphasizes the mastery of core content and basic skills while simultaneously developing and enhancing higher-level skills necessary to meet the intellectual demands of a college preparatory high school program.

As described later in the application, UP Academy Springfield intends to utilize, as a starting point, the curriculum and instructional methodologies utilized to date at UP Academy Boston. UP Academy Boston’s student demographics are remarkably similar to those of students at several of the lowest-performing Springfield district schools, including demographics related to race and ethnicity, household income status, linguistic background, the incidence of students with disabilities, and specific student disability types.

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18 Three times per week, an afternoon core subject class is replaced by a fitness class, art class, or music class.

19 One day per week, Monday-Thursday, every core subject teacher has an entire afternoon free of teaching responsibilities to complete long-term planning, both individually and with colleagues, as well as to complete other long-term tasks.

20 Please note: some staff positions will include flexible schedules allowing teachers to cover Saturday Academy or late afternoon programming.
Given the similarities, we have summarized MCAS data from the first 3 years of UP Academy Boston, as well as data from the Patrick F. Gavin Middle School (the school that existed prior to being restarted as UP Academy Boston), as evidence of the effectiveness of the proposed curriculum and instruction. We have included data from several subgroups to show how our supports for a diverse group are proving successful. We are confident the successes across all subgroups at UP Academy Boston demonstrate that our proposed curriculum and instructional methods will result in high academic achievement for all UP Academy Springfield students.

### All students (Mathematics MCAS)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Pre-UP 2010 - 2011</th>
<th>2</th>
<th>UP ’2012</th>
<th>A/P % Growth from 2011 to 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A/P %</td>
<td>SGP</td>
<td>A/P %</td>
<td>SGP</td>
</tr>
<tr>
<td>Grade 6</td>
<td>27%</td>
<td>52%</td>
<td>58%</td>
<td>90%</td>
</tr>
<tr>
<td>Grade 7</td>
<td>22%</td>
<td>48%</td>
<td>36%</td>
<td>80%</td>
</tr>
<tr>
<td>Grade 8</td>
<td>23%</td>
<td>61%</td>
<td>46%</td>
<td>87%</td>
</tr>
<tr>
<td>Overall</td>
<td>25%</td>
<td>52%</td>
<td>47%</td>
<td>86%</td>
</tr>
</tbody>
</table>

### All students (ELA MCAS)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Pre-UP 2010 - 2011</th>
<th>2</th>
<th>UP ’2012</th>
<th>A/P % Growth from 2011 to 2014</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>A/P %</td>
<td>SGP</td>
<td>A/P %</td>
<td>SGP</td>
</tr>
<tr>
<td>Grade 6</td>
<td>23%</td>
<td>29%</td>
<td>47%</td>
<td>69%</td>
</tr>
<tr>
<td>Grade 7</td>
<td>37%</td>
<td>47%</td>
<td>52%</td>
<td>78%</td>
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<tr>
<td>Grade 8</td>
<td>41%</td>
<td>48%</td>
<td>62%</td>
<td>61%</td>
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<tr>
<td>Overall</td>
<td>33%</td>
<td>41%</td>
<td>53%</td>
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### Students with Disabilities (Mathematics MCAS)

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<tr>
<th>Grade Level</th>
<th>Pre-UP 2010 - 2011</th>
<th>2</th>
<th>UP ’2012</th>
<th>A/P % Growth from 2011 to 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A/P %</td>
<td>SGP</td>
<td>A/P %</td>
<td>SGP</td>
</tr>
<tr>
<td>Grade 6</td>
<td>6%</td>
<td>49%</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Grade 7</td>
<td>10%</td>
<td>49%</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>Grade 8</td>
<td>2%</td>
<td>43.5</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Overall</td>
<td>6%</td>
<td>46%</td>
<td>18%</td>
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### Students with Disabilities (ELA MCAS)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Pre-UP 2010 - 2011</th>
<th>2</th>
<th>UP ’2012</th>
<th>A/P % Growth from 2011 to 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A/P %</td>
<td>SGP</td>
<td>A/P %</td>
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<tr>
<td>Grade 6</td>
<td>8%</td>
<td>29%</td>
<td>23%</td>
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<tr>
<td>Grade 7</td>
<td>16%</td>
<td>57.5</td>
<td>16%</td>
<td></td>
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<tr>
<td>Grade 8</td>
<td>7%</td>
<td>26%</td>
<td>25%</td>
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<tr>
<td>Overall</td>
<td>10%</td>
<td>31.5</td>
<td>21%</td>
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### ELL and Former ELL students (Mathematics MCAS)

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<tr>
<th>Grade Level</th>
<th>Pre-UP 2010 - 2011</th>
<th>2</th>
<th>UP Year 2 2012 – 2013</th>
<th>UP Year 3 2013 – 2014</th>
<th>A/P % Growth from 2011 to 2014</th>
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<tbody>
<tr>
<td></td>
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<td>SGP</td>
<td>A/P %</td>
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<tr>
<td>Grade 6</td>
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<td>53%</td>
<td>60%</td>
<td>90%</td>
<td>50%</td>
</tr>
<tr>
<td>Grade 7</td>
<td>19%</td>
<td>34%</td>
<td>36%</td>
<td>80%</td>
<td>43%</td>
</tr>
<tr>
<td>Grade 8</td>
<td>23%</td>
<td>73%</td>
<td>44%</td>
<td>91%</td>
<td>84%</td>
</tr>
<tr>
<td>Overall</td>
<td>25%</td>
<td>52%</td>
<td>46%</td>
<td>87%</td>
<td>57%</td>
</tr>
</tbody>
</table>

### ELL and Former ELL students (ELA MCAS)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Pre-UP 2010 - 2011</th>
<th>2</th>
<th>UP ’2012</th>
<th>A/P % Growth from 2011 to 2014</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>Grade 7</td>
<td>25%</td>
<td>40.5</td>
<td>45%</td>
<td>86%</td>
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<tr>
<td>Grade 8</td>
<td>21%</td>
<td>58%</td>
<td>52%</td>
<td>74.5</td>
</tr>
<tr>
<td>Overall</td>
<td>22%</td>
<td>41.5</td>
<td>49%</td>
<td>75.5</td>
</tr>
</tbody>
</table>
Moreover, our approach to curriculum is supported by scholarly research. The school’s English curriculum is influenced by seminal academic studies and texts. For example, the school’s pedagogical approach is in line with the NRCELA’s *Guidelines for Teaching Middle and High School Students to Read and Write Well*. Specifically, UP Academy teachers will explicitly teach reading strategies that students can apply independently and use partner work as a key strategy during guided practice. Ruth Schoenbach’s *Reading for Understanding* underpins UP Academy’s foundational metacognitive reading unit, which all students will complete at the beginning of the first turnaround year in order to form a foundation of basic annotation, main idea identification, and question generation strategies. Atwell’s *In the Middle* has also provided a future vision for the school’s curricular maturation once most students read and write on grade level. UP Academy’s mathematics approach is influenced by NCTM principles for mathematical teaching and learning. Additionally, UP Academy math practices are aligned with multiple findings from mathematics research. For example, UP Academy teachers will integrate basic math skills and problem solving, emphasize teaching for meaning, and ensure that students work together to build their understandings of math concepts.

**Curriculum Scope and Sequence.** On the pages that follow, we have included the MCF-aligned scope and sequence we intend to utilize for every content area at each grade level. Given our intention to align our schedule of assessed standards with that utilized by the Achievement Network, there is frequent reference to “ANet” throughout the charts below.
<table>
<thead>
<tr>
<th>ANet Cycle</th>
<th>Texts</th>
<th>Grade 6 ELA Standards Assessed</th>
<th>Spiraled Standards</th>
<th>Writing Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANet 1</td>
<td>Informational Text Literature – Story</td>
<td>R16.1 &amp; RL.6.1: Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.</td>
<td></td>
<td>W.6.1g Introduce claim(s) and organize the reasons and evidence clearly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RL.6.2 -- Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from opinions or judgments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RI.6.2 -- Determine a central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>RL.6.3 -- Describe how a particular story’s or drama’s plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.</td>
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<tr>
<td></td>
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<td>RI.6.3 -- Analyze in detail how a key individual, event, or idea is introduced, illustrated, and elaborated in a text (e.g., through examples or anecdotes).</td>
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<tr>
<td></td>
<td></td>
<td>RL.6.4 -- Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone.</td>
<td>RL.6.1</td>
<td>W.6.1a Introduce claim(s) and organize the reasons and evidence clearly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RI.6.4 -- Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.</td>
<td>RL.6.2</td>
<td>W.6.1c Provide a concluding statement or section that follows from the argument presented.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>L.6.5 -- Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.</td>
<td>RL.6.3</td>
<td></td>
</tr>
<tr>
<td>ANet 2</td>
<td>Poetry Informational Text Literature – Story</td>
<td>RL.6.5 -- Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.</td>
<td>RL.6.1</td>
<td>W.6.1b Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RI.6.5 -- Analyze how a particular sentence, paragraph, chapter, or section fits into the overall structure of a text and contributes to the development of the ideas.</td>
<td>RL.6.2</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>RL.6.6 -- Explain how an author develops the point of view of the narrator or speaker in a text.</td>
<td>RL.6.3</td>
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<tr>
<td></td>
<td></td>
<td>RI.6.6 -- Determine an author’s point of view or purpose in a text and explain how it is conveyed in the text.</td>
<td>RL.6.4</td>
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<tr>
<td></td>
<td></td>
<td>L.6.4 -- Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies.</td>
<td>L.6.5</td>
<td></td>
</tr>
<tr>
<td>ANet 3</td>
<td>Traditional Literature Informational Text Informational Text</td>
<td>RI.6.8 -- Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not.</td>
<td>RL.6.1</td>
<td>W.6.2a Introduce a topic; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RL.6.9 -- Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.</td>
<td>RL.6.2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RI 6.9 -- Compare and contrast one author’s presentation of events with that of another (e.g., a memoir written by and a biography on the same person).</td>
<td>RL.6.4</td>
<td></td>
</tr>
<tr>
<td>ANet 4</td>
<td>Informational Text Informational Text</td>
<td>RL6.7 -- Compare and contrast the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they “see” and “hear” when reading the text to what they perceive when they listen or watch.</td>
<td>RL.6.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RI6.7 -- Integrate information presented in different media or formats (e.g., visually, quantitatively) as well as in words to develop a coherent understanding of a topic or issue.</td>
<td>RL.6.2</td>
<td></td>
</tr>
<tr>
<td><strong>ANet Cycle</strong></td>
<td><strong>Texts</strong></td>
<td><strong>Grade 7 ELA Standards Assessed</strong></td>
<td><strong>Spiraled Standard</strong></td>
<td><strong>Writing Goals</strong></td>
</tr>
<tr>
<td>---------------</td>
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<td>----------------------------------</td>
<td>----------------------</td>
<td>------------------</td>
</tr>
</tbody>
</table>
| **ANet 1**    | Informational Literature – Story | RL.7.1 -- Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.  
RL.7.1 -- Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.  
RL.7.2 -- Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.  
RL.7.2 -- Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.  
RL.7.3 -- Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).  
RI.7.4 -- Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.  
RI.7.4 -- Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of a specific word choice on meaning and tone.  
L.7.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. | | **W.7.3:** Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences:  
A: Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.  
D: Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.  
C: Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.  
**W.7.1** Write arguments to support claims with clear reasons and relevant evidence:  
A: Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically. |
| **ANet 2**    | Poetry Informational Text Literature – Story | RL.7.5 -- Analyze how a drama’s or poem’s form or structure (e.g., soliloquy, sonnet) contributes to its meaning.  
RI.7.5 -- Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to the development of the ideas.  
RL.7.6 -- Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.  
RI.7.6 -- Analyze an author’s point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others. | RL.7.1  
RI.7.1  
RL.7.2  
RI.7.2  
RL.7.4  
RI.7.4  
L.7.5 | **W.7.3:** Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences:  
B: Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters. |
| Anet 3 | Traditional Literature Informational Text | RI.7.8 -- Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims. | RL.7.1 RI.7.1 RI.7.2 RI.7.2 RL.7.3 RI.7.3 RI.7.6 RL.7.6 | W.7.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.

E: Provide a conclusion that follows from and reflects on the narrated experiences or events.

W.7.1 Write arguments to support claims with clear reasons and relevant evidence:

RI.7.8 -- Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.

RI.7.9 -- Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history.

RI.7.9 -- Analyze how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.

L.7.4 -- Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies.

| Anet 4 | Informational Text Informational Text | RL.7.7 -- Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version, analyzing the effects of techniques unique to each medium (e.g., lighting, sound, color, or camera focus and angles in a film). | RL.7.1 RI.7.1 RL.7.2 RI.7.2 RI.7.5 RI.7.5 RI.7.8 RL.7.9 RI.7.9 L.7.4 | W.7.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.

RI.7.7 -- Compare and contrast a text to an audio, video, or multimedia version of the text, analyzing each medium’s portrayal of the subject (e.g., how the delivery of a speech affects the impact of the words). |
<table>
<thead>
<tr>
<th>ANet Cycle</th>
<th>Texts</th>
<th>Grade 8 ELA Standards Assessed</th>
<th>Spiraled Standard</th>
<th>Writing Goals</th>
</tr>
</thead>
</table>
| ANet 1     | Informational Text Literature -- Story | **RL.8.1** -- Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.  
**R1.8.1** -- Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.  
**RL.8.2** -- Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.  
**R1.8.2** -- Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text.  
**RL.8.3** -- Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.  
**R1.8.3** -- Analyze how a text makes connections among and distinctions between individuals, ideas, or events (e.g., through comparisons, analogies, or categories).  
**RL.8.4** -- Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.  
**R1.8.4** -- Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.  
**L.8.5** -- Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. | **RI.8.1** **RI.8.1** **RI.8.2** **RI.8.2** **RI.8.3** **RI.8.3** **RI.8.4** **RI.8.4** **L.8.5** | W.8.3: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.  
W.8.1 Write arguments to support claims with clear reasons and relevant evidence |
| ANet 2     | Poetry Informational Text Literature -- Story | **RL.8.6** -- Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor.  
**R1.8.6** -- Determine an author’s point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints. | **RI.8.1** **RI.8.1** **RI.8.2** **RI.8.2** **RI.8.3** **RI.8.3** **RI.8.4** **RI.8.4** **L.8.5** | W.8.3: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.  
W.8.1 Write arguments to support claims with clear reasons and relevant evidence |
| ANet 3     | Traditional Literature Informational Text Informational Text | **RL8.5**: Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style.  
**RI8.5**: Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.  
**RI8.8**: Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced.  
**RI8.9**: Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new.  
**RI8.9**: Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation.  
**L.8.4**: Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on grade8 reading and content, choosing flexibly from a range of strategies. | **RI.8.1** **RI.8.1** **RI.8.2** **RI.8.2** **RI.8.6** **RI.8.6** | W.8.2: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content |
<p>| ANet 4     | Informational Text | <strong>RL.8.7</strong> -- Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors. | <strong>RI.8.1</strong> <strong>RI.8.1</strong> | W.8.2: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content |</p>
<table>
<thead>
<tr>
<th>6th grade Unit Names</th>
<th>6th grade Social Studies</th>
<th>Content Learning Standards</th>
<th>Reading History Standards</th>
<th>Writing Standards</th>
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</thead>
<tbody>
<tr>
<td><strong>Unit One: Intro to Historical Tools: Maps, Annotations and Central Vocabulary</strong></td>
<td><strong>WG6.1 Use map and globe skills learned in prekindergarten to grade five to interpret different kinds of projections, as well as topographic, landform, political, population and climate maps.</strong></td>
<td><strong>RH6.1 Identify and apply historical active reading strategies.</strong></td>
<td><strong>None.</strong></td>
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<tr>
<td><strong>WG6.2 Explain the difference between absolute and relative location and give examples of different ways to indicate relative location for countries or cities across the world.</strong></td>
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<tr>
<td><strong>WG6.3 Identify how current world atlases are organized and the kind of information they provide for each continent and country.</strong></td>
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<tr>
<td><strong>WG6.4 Identify what time zones are, when and how the precise measurement of longitude was scientifically and historically determined, the function and location of the international date line, and the function of the Royal Observatory in Greenwich, England, and give examples of differences in time in countries in different parts of the world.</strong></td>
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<tr>
<td><strong>Unit Two: Africa</strong></td>
<td><strong>WG6.5 Use the following demographic terms correctly: ethnic group, religious group, and linguistic group.</strong></td>
<td><strong>RH6.2 Determine the central ideas or information of a secondary source.</strong></td>
<td><strong>None.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>WG6.6AF On a map of the world, locate the continent of Africa, the Atlantic Ocean, the Indian Ocean, the Mediterranean Sea, and the Great Rift Valley. On a map of Africa, locate the northern, eastern, western, central, and southern regions of Africa, the Sahara Desert, the Nile River, Lake Victoria, Mount Kilimanjaro, and the Cape of Good Hope.</strong></td>
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<tr>
<td><strong>WG6.7AF Use a map to locate countries and major cities in Africa.</strong></td>
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<tr>
<td><strong>WG6.8AF Explain how the following five factors have influenced settlement and the economies of major African regions and countries: A. absolute and relative location, B. climate, C. major physical characteristics, D. major natural resources, E. population size</strong></td>
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<tr>
<td><strong>Unit Three: Western Asia / The Middle East</strong></td>
<td><strong>WG6.6WAME On a map of the world, locate Western Asia, or the Middle East. On a map of the Middle East, locate the Black Sea, Mediterranean Sea, Caspian Sea, Red Sea, Indian Ocean, Arabian Peninsula, and the Persian Gulf.</strong></td>
<td><strong>RH6.2 Determine the central ideas or information of a primary source.</strong></td>
<td><strong>WHST6 Evaluate a summarization prompt, gather information in a brainframe, outline and compose a paragraph</strong></td>
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<tr>
<td><strong>WG6.7ME Use a map to locate countries and major cities in the Middle East.</strong></td>
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<tr>
<td><strong>WG6.8WAME Explain how the following five factors have influenced settlement and the economies of major Middle Eastern countries: A. absolute and relative location, B. climate, C. major physical characteristics, D. major natural resources, E. population size</strong></td>
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<tr>
<td><strong>WG6.9WAME Identify when the countries in the Middle East became independent nations and explain how independence was achieved.</strong></td>
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<tr>
<td><strong>WG6.10 Identify the methods used to compensate for the scarcity of water in some areas.</strong></td>
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<tr>
<td><strong>Unit Four: Central South Asia</strong></td>
<td><strong>WG6.6CSA On a map of the world, locate Central and South Asia. On a map of Central and South Asia, locate the Indian Ocean, the Arabian Sea, the Bay of Bengal, the Ganges River, the Indo-Gangetic Plain, the Northern Mountains, the Deccan Plateau, the Himalayan Mountains, etc.</strong></td>
<td><strong>RH6.2 Provide an accurate summary of the source distinct from prior</strong></td>
<td><strong>RHST6 Evaluate a summarization prompt, gather information in a brainframe, outline and compose a</strong></td>
<td></td>
</tr>
<tr>
<td><strong>WG6.7CSA Use a map key to locate the countries and major cities in Central and South Asia.</strong></td>
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<tr>
<td><strong>WG6.8CSA Explain how the following five factors have influenced settlement and the economies of major Central and South Asian countries.</strong></td>
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<tr>
<td>WG6.11 Describe major ethnic and religious groups in various countries in Central and South Asia.</td>
<td>knowledge or opinions.</td>
<td>paragraph</td>
<td></td>
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<tr>
<td>WG6.12 Identify the historical factors that created a stable democratic government in India and the role of Mohandas Gandhi, Jawaharlal Nehru, and Indira Gandhi in its development.</td>
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<tr>
<td>WG6.13 Explain why the Indian government seeks to control population growth and the methods it uses to control population growth.</td>
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</tbody>
</table>

**Unit Five: South America**

| WG6.7SA Use a map key to locate the countries and major cities of South America. | RH6.1 Cite specific textual evidence to support analysis by focusing on accurate paraphrasing and quotations. | WHST6.1a Introduce claim(s) about a topic or issue, acknowledge and distinguish the claim(s) from alternate or opposing claims. |
| WG6.8SA Explain how the following five factors have influenced settlement and the economies of major South American countries. |  |
| WG6.9SA Identify when South American countries became independent nations and explain how independence was achieved. |  |
| WG6.11SA Describe major ethnic and religious groups in selected countries in South America. |  |
| WG6.14 Describe the major obstacles to economic development in many South American nations, including the political influence of the military, a corrupt government, the lack of widespread education, and the absence of stable governments. |  |

**Unit Six: Europe**

| WG6.7E Use a map key to locate countries and major cities in Europe. | RH6.1 Cite specific textual evidence to support analysis by focusing on relevant support and “saying more” about evidence. | WHST6.1b Support claim(s) with logical reasoning and relevant, accurate data and evidence that demonstrate an understanding of the topic or text, using credible sources. |
| WG6.6EO On a map of the world, locate the continent of Europe. On a map of Europe, locate the Atlantic Ocean, Arctic Ocean, Norwegian Sea, and Barents Sea. Locate the Volga, Danube, Ural, Rhine, Elbe, Seine, Po, and Thames Rivers. Locate the Alps, Pyrenees, and Balkan Mountains. Locate the countries in the northern, southern, central, eastern, and western regions of Europe. |  |
| WG6.8E Explain how the following five factors have influenced settlement and the economies of major European countries: A. absolute and relative location, B. climate, C. major physical characteristics, D. major natural resources, E. population size |  |
| WG6.11E Describe major ethnic and religious groups in various countries in Europe. |  |
| WG6.15 Explain why Europe has a highly developed network of highways, waterways, railroads, and airline linkages. |  |

**Unit Seven: Independent Study**

| WG6.7IS Use a map key to locate the countries and major cities in the various regions. |  |
| WG6.8IS Explain how the following five factors have influenced settlement and the economies in the regions: A. absolute and relative locations, B. climate, C. major physical characteristics, D. major natural resources, E. population size |  |
| WG6.9IS Identify when countries became independent and describe how independence was achieved. |  |

**7th grade Unit Names**

**Grade 7 Social Studies Content Learning Standards**

<table>
<thead>
<tr>
<th>Historical Thinking Skills</th>
<th>Writing Skills</th>
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</thead>
<tbody>
<tr>
<td>HTS7.1 Use chronological order to describe continuity and change over time</td>
<td>None.</td>
</tr>
<tr>
<td>HTS7.1b Differentiate between historical fact and interpretation</td>
<td></td>
</tr>
</tbody>
</table>

**Unit One: Human Origins in Africa through the Neolithic Revolution**

<p>| HAC7.1 Construct and interpret timelines of events from human history. |  |
| HAC7.2 Identify Africa as the birthplace of modern humans and describe the major evolutionary developments that led to modern humans |  |
| HAC7.3 Describe the changes that took place which allowed humans to spread throughout the world |  |
| HAC7.4 Describe the characteristics of the hunter-gatherer societies of the Paleolithic Age (their use of tools and fire, basic hunting weapons, beads and other jewelry). |  |
| HAC 7.5 Describe how the invention of agriculture related to settlement, population growth, and the emergence of specialization and civilization. |  |</p>
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<tr>
<th>Unit Two: Location of Ancient Civilizations</th>
<th>HAC7.6 Identify the characteristics of civilizations.</th>
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<tbody>
<tr>
<td>HAC7.7 Analyze the impact of availability or scarcity of resources on human life in the context of protection, stable food supply, fresh water, and fertile soil</td>
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<tr>
<td>HAC7.8 Evaluate the location of ancient Sumer and its effect on the growth of civilization in Mesopotamia</td>
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<tr>
<td>HAC7.9 Evaluate the location of ancient Egypt and its effect on the growth of Egyptian civilization</td>
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</tr>
<tr>
<td>HAC7.10 Evaluate the location of ancient Greece and its effect on the growth of Greek civilization</td>
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<tr>
<td>HTS7.2 Describe multiple causes of a historical event</td>
<td></td>
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<tr>
<td>WHST.7.2a: Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information</td>
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<tr>
<td>WHST.7.2c: Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.</td>
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</tbody>
</table>

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<thead>
<tr>
<th>Unit Three: Social Classes</th>
<th>HAC7.11 Describe the role of social class in a society</th>
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<tbody>
<tr>
<td>HAC7.12 Evaluate the effects of different social class systems on citizens</td>
<td></td>
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<tr>
<td>HAC7.13: Analyze the existence, purpose, and limits of social mobility</td>
<td></td>
</tr>
<tr>
<td>WHST7.2d: Use precise language and domain-specific vocabulary to inform about or explain the topics.</td>
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<table>
<thead>
<tr>
<th>Unit Four: Government</th>
<th>HAC7.14 Describe the purpose and origin of government in Ancient Sumer</th>
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<tbody>
<tr>
<td>HAC7.15 Analyze the connection between forms of government and their functions and effects on citizens</td>
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<td>HAC7.16 Describe and evaluate the Sumerian government</td>
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<td>HAC7.17 Describe and evaluate the Egyptian government</td>
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<tr>
<td>HAC7.18 Compare and contrast the governments of Athens and Sparta</td>
<td></td>
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<tr>
<td>HTS7.3 Compare and contrast different sets of ideas, values, and institutions</td>
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<tr>
<th>Unit Five: Religions</th>
<th>HAC7.19 Describe the role and purpose of religion in society</th>
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<tbody>
<tr>
<td>HAC7.20 Describe the reasons that the earliest religions were polytheistic</td>
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<tr>
<td>HAC7.21 Describe the form and function of Egyptian religion</td>
<td></td>
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<tr>
<td>HAC7.22 Describe the development of Buddhism through the life of Siddhartha and evaluate the beliefs and practices of Buddhism</td>
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<tr>
<td>HAC7.23 Explain the emergence of monotheistic religions through the story of Abraham and Moses</td>
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<tr>
<td>HAC7.24 Evaluate the beliefs and practices of Judaism</td>
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<tr>
<td>HAC7.25 Describe the emergence of Christianity and its beliefs and practices</td>
<td></td>
</tr>
<tr>
<td>HAC7.26 Describe the emergence of Islam and its beliefs and practices</td>
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</tr>
<tr>
<td>HAC7.27 Examine the modern conflict in Israel</td>
<td></td>
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<tr>
<td>HTS7.3 Compare and contrast different sets of ideas, values, and institutions</td>
<td></td>
</tr>
<tr>
<td>WHST.7.2b: Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Six: Empires</th>
<th>HAC7.28 Analyze the different ways that cultures spread through diffusion</th>
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<tr>
<td>HAC7.29 Evaluate the cultural diffusion created by the Silk Road</td>
<td></td>
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<tr>
<td>HAC7.30 Evaluate the cultural diffusion created by Alexander the Great</td>
<td></td>
</tr>
<tr>
<td>HAC7.31 Describe the motivations and methods for building empires</td>
<td></td>
</tr>
<tr>
<td>HTS7.4 Formulate historical questions and obtain historical data</td>
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<tr>
<td>HTS7.5 Interrogate historical data</td>
<td></td>
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<tr>
<td>HTS7.6 Create a historical</td>
<td></td>
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<tr>
<td>WHST.7.2e: Establish and maintain a formal style and objective tone.</td>
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<tr>
<td>Unit Seven: The First Americans</td>
<td>AH7.1 Evaluate the competing theories on how humans migrated to North America.</td>
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<td></td>
<td>AH7.2 Evaluate the availability of natural resources in the different regions of the US.</td>
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<td>AH7.3 Analyze the culture adaptations to the environment of Native American tribes.</td>
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<td></td>
<td>AH7.3 Describe the level of settlement and civilization in the Americas around 1491</td>
</tr>
<tr>
<td>Unit Eight: Exploration and Colonization</td>
<td>AH7.4 Evaluate the motivation for European exploration of the Americas</td>
</tr>
<tr>
<td></td>
<td>AH7.5 Evaluate the impact of exploration on the world</td>
</tr>
<tr>
<td></td>
<td>AH7.6 Evaluate the reasons for struggle at Jamestown</td>
</tr>
<tr>
<td></td>
<td>AH7.7 Analyze the causes and perspectives on conflict between settlers and Native American</td>
</tr>
<tr>
<td>Unit Nine: Revolution</td>
<td>AH7.8 Describe the imperial relationship between England and its colonies</td>
</tr>
<tr>
<td></td>
<td>AH7.9 Evaluate the different causes of change in the relationship between England and the colonies and the effect of perspective on how those events were seen by different people (some potential groups: loyalists vs. patriots, African-Americans, people in England, Native Americans, women)</td>
</tr>
<tr>
<td></td>
<td>AH7.9 Place Boston in the context of pre-revolutionary America to determine why the city and its people played such a large role in the Revolution</td>
</tr>
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<td>AH7.10 Explain the influence and ideas of the Declaration of Independence and the political philosophy of Thomas Jefferson.</td>
</tr>
<tr>
<td>Unit Ten: Constitution</td>
<td>AH7.11 Explain the reasons for the adoption of the Articles of Confederation in 1781, including why its drafters created a weak central government; analyze the shortcomings of the national government under the Articles; and describe the crucial events (e.g., Shays’s rebellion) leading to the Constitutional Convention.</td>
</tr>
<tr>
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<td>AH7.12 Evaluate the perspectives of various founders at the Constitutional Convention. Describe the major debates that occurred at the Convention and the “Great Compromise” that was reached. (H, C)</td>
</tr>
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<td></td>
<td>AH7.13 Describe the debate over the ratification of the Constitution between Federalists and Anti-Federalists</td>
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<td>AH7.14 Describe and evaluate the system of separation of powers</td>
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<td>AH7.15 Describe and evaluate the system of checks and balances</td>
</tr>
<tr>
<td></td>
<td>AH7.16 Describe and evaluate the system of federalism with local, state, and national government</td>
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<tr>
<td>Unit Eleven: Western Expansion</td>
<td>AH7.17 Describe the rights protected under the Bill of Rights and evaluate the role of the Bill of Rights in American civic life</td>
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<td>AH7.18 Describe and evaluate the territorial expansion of the United States</td>
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<td>AH7.19 Describe the meaning and impact of Manifest Destiny</td>
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<td>AH7.20 Analyze perspectives on the progress caused by Western expansion</td>
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<tr>
<td></td>
<td>AH7.21 Analyze perspectives on the pain caused by Western expansion</td>
</tr>
<tr>
<td></td>
<td>AH7.22 Evaluate whether Western Expansion created more progress or more pain</td>
</tr>
<tr>
<td>Unit Twelve: The Civil War</td>
<td>AH7.23 Describe how the different economies and cultures of the North and South contributed to the growing importance of sectional politics in the early 19th century. (H)</td>
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<tr>
<td></td>
<td>AH7.24 Describe and evaluate perspectives on key events leading up to the Civil War</td>
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<td>AH7.25 Evaluate the motivation for and impact of the Emancipation Proclamation</td>
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<td>AH7.26 Analyze the Gettysburg Address and evaluate its impact on perspectives on the war</td>
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<td>AH7.27 Evaluate the differences between the North and South in the context of fighting a prolonged Civil War</td>
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<tr>
<td>Unit Thirteen: Reconstruction</td>
<td>AH7.28 Describe the challenges facing the nation after the Civil War</td>
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<td>AH7.29 Describe the perspectives of political leaders and citizens on these challenges</td>
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<td>AH7.30 Evaluate the progress and pain caused by Presidential Reconstruction</td>
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<td>AH7.31 Describe how and why Congress took control of Reconstruction</td>
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<td>AH7.32 Evaluate the progress and pain caused by Congressional Reconstruction</td>
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<td>AH7.33 Describe how and why Reconstruction ended</td>
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<td>AH7.34 Analyze the consequences of the end of Reconstruction and the beginning of Jim Crow</td>
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# Math Scope and Sequence Grades 6 - 8

## Grade 6

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## Grade 7

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Alignment based on MCF and CCSS
Science Scope and Sequence Grade 6
Alignment based on MCF and CCSS

GRADE 6
Unit 1 - Scientific Method and Skills of Inquiry
Length: 23 class periods
MA Standards: Skills of Inquiry: Scientific Method, Data, Analysis, Hypothesis, Control, Manipulated and Responding Variable, Observations
Unit's Essential Question: How do scientists investigate testable questions and develop ideas about the world?
Unit's Essential Understanding: Science provides a clear, rational, and succinct account of a pattern in nature. This account must be based on data gathering and analysis and other evidence obtained through direct observations or experiments and reflect inferences that are broadly shared and communicated.

Unit 2 – Properties of Matter
Length: 18 class periods
MA Standards: - PS.1 (Mass/Weight), PS.2 (Density), and PS.15 (States of matter)
- Measurement skills: ruler, digital balance, calculator, thermometer
Unit's Essential Question: How do scientists describe and measure different properties of matter?
Unit’s Essential Understanding: Matter has certain properties that describe it; some change and some don't. Scientists use a variety of tools and certain methods for measuring these properties

Unit 3 - Geology
Length: 31 class periods
MA Standards: - ES.1, 2, 3, 5, 6, 7
Unit’s Essential Question: (1) In what ways is heat transfer within and around the Earth responsible for shaping of Earth's surface? (2) How do scientists use topographical maps to model, interpret, and make decisions about the geography of a region? (3) How does the ever-changing nature of the rock cycle affect the current surface of the Earth and can we make predictions about how the surface used to look or will look in the future?
Unit’s Essential Understanding: (1) The composition of the Earth and movement of heat within the Earth drive plate tectonics and determine the surface features of the Earth's crust. (2) The many physical features of Earth's crust are shown by geologists using topographical maps and reading a topographical map can show you the features of an area and enable you to determine the best hiking route, where to build a town/city, or what a planet looks like. (3) While rocks are grouped and categorized based on how they were formed, rocks are always moving through the rock cycle (sediments are and building, heat and pressure are changing their composition and they are being moved from one place to another).

Unit 4 – Weather and Climate
Length: 16 class periods
MA Standards: - ES.3, ES.4
We expect that UP Academy general education classroom teachers must work to continually assess students’ strengths and areas of need so that they can meet students where they are and help them move forward. UP Academy teachers should then use this information to provide students with different classroom experiences that help them meet similar learning objectives. For example, during the direct instruction portion of a class period, some students may be provided with a guided notes sheet then allows them to more easily access and internalize information that may be presented orally to other students. During guided practice, the teacher may purposefully provide more verbal prompts to some students and fewer to others. During independent practice, the teacher may wish to allow some students to begin practicing on their own, while re-teaching a particularly tricky concept to a small group of students in the back of the classroom. While certain accommodations and modifications are required by IEPs, we believe that every student’s educational experience should be differentiated in some way.
In addition to actions of the general education teacher, we enhance the responsive classroom experience through the use of other educators in the school, including special education teachers, English as a second language teachers, and resident teachers. While certain interventions are described in more detail in later sections, it is important to note here that we will expect for our general education teachers to work extremely collaboratively with these other teachers to strategically determine the best way to educate all students during each class period – and this means that the type of support and intervention provided by a second teacher can often take on different forms depending on the type of lesson being delivered. For example, the general education teacher and resident teacher may decide that it is best for several students to receive a given lesson in a small-group setting, and therefore the individual may pull those students out of the classroom during the direct instruction portion. The very next day, during the same class period, it may make more sense for the resident teacher to circulate through the classroom to determine the extent to which students are mastering a particular objective.

A school must have an extensive network of supports in place – even beyond what happens in the general education classroom – to catch struggling students before they fall behind. We believe that students fail not because they want to, but because they lack certain basic skills, whether socio-emotional, academic, behavioral, or organizational.

Every UP Academy student benefits from a school-wide academic intervention program held for thirty minutes on Mondays through Thursdays. Every eight weeks, students take skill-based, computer-based assessments in numeracy and literacy. Depending on how students perform on those assessments, they are assigned to a skill-building group for the subsequent eight weeks. These groups match students at a respective reading or math level with other students across the school, including in other grades, at precisely the same level. Then, during this 30-minute intervention block, students receive instruction and support in building skills at their level. While some groups may work on phonetic skills on iPads, other students may be taking part in an advanced reading seminar with a teacher. Likewise, while some students may be in the computer lab working on remedial math skills, other students may be pushing the limits of their mathematical knowledge through advanced math seminars.

In addition to this school-wide support in place for all students, UP Academy uses a carefully-coordinated referral process to rapidly identify the underlying skill deficiency, and then provide systematic supports when faced with an individual student who is not finding success in our school. Supports are wide-reaching, but include subject-specific tutoring from core subject teachers, Saturday Academy math tutoring, peer tutoring, a literacy program, internal counseling services, referrals to out-of-school support services (in collaboration with families), and other, miscellaneous grade-level team interventions (e.g., plans coordinated between teachers and parents for at-home incentive systems).

Additionally, comprehensive supports for English Language Learners and Special Education students are a critical element of our program, and are described later in this application.

**Identification of Curriculum.** We intend to build upon the base curriculum that has been designed and implemented at UP Academy Boston. We are proposing to use that curriculum for several reasons:

- UP Academy Charter School of Boston was founded with the same mission UP Academy Charter School of Springfield is proposing; further, the launch of the school represented the restart of a low-performing school whose student demographics and needs are very similar to student demographics and needs in the lowest-performing Springfield Middle Schools
- The quantitative academic achievement results of UP Academy Charter School of Boston, including results within student subgroups, have been positive and in line with the academic goals we hold for UP Academy Charter School of Springfield
- A closer examination of the UP Academy Boston curriculum reveals thoughtful and strategic alignment to the new Massachusetts Curriculum Frameworks. Said differently, we feel that the curriculum is effectively designed to meet Common Core standards.

The process used to identify this curriculum was straightforward. Given that we are proposing to use UP Education Network as the school’s management organization, the leaders of that organization pointed our founding team towards the curriculum at UP Academy Charter School of Boston given the similar mission, restart approach, and student demographics. Our review of the curriculum has revealed substantial curricular strength and alignment with what we endeavor for our students to learn at our proposed school.

Ultimately, the school’s Board of Trustees will determine the curriculum used by the school. Day to day, curriculum decisions will be overseen by the school’s Principal in close collaboration with the Deans of Curriculum and Instruction.

**Ensuring Alignment of the Curriculum to the MCF.** The Deans of Curriculum and Instruction (DCIs), under supervision and management from the Principal, will be responsible for curriculum alignment to the MCF. DCIs will create year-long Schedule of Assessed Standards, mapped to incorporate all standards within the MCFs. These plans will be regularly monitored by the Principal. Teachers will submit unit plans and weekly plans to DCIs that are aligned to the Schedule of Assessed Standards. The design of these plans will be monitored and reviewed by DCIs reading the plans. Implementation of the plans will be monitored through classroom observation. It is critical to our students’ success that the unit and weekly plans, and their subsequent implementation, are effectively designed and structured to meet the rigor of the PARCC assessments and prepare our students for rigorous high school programs.
As described elsewhere, Interim Assessments will be administered every six weeks. The results of these MCF-aligned assessments will be utilized to evaluate curriculum and instructional efficacy. Deans of Curriculum and Instruction will collaborate with grade-level content teams when substantive shifts in the curriculum seem to be required based on trends in student achievement over time.

Additionally, we anticipate needing to make adjustments to our 7th grade curriculum as we head into our second year of operation. And we anticipate needing to make adjustments to our 8th grade curriculum as we head into both our second and third years of operation, respectively. This is necessitated by the likelihood that 8th grade students who have been in a low-performing elementary school for 6th and 7th grade will require a different curriculum than students who have been at UP Academy for one or two years, respectively. The process for making annual curriculum adjustments to account for changing student needs will be led by Deans of Curriculum and Instruction in collaboration with grade-level content teams.

For more information on ensuring alignment to the MCF, please see “Process and Procedures used to Evaluate Curriculum Effectiveness.”

**Processes for the Ongoing Development, Improvement, and Refinement of the Curriculum.** The curricular templates that support the ongoing development improvement, and refinement of the curriculum are: (1) a Schedule of Assessed Standards; (2) Unit Plans; and (3) Weekly Plans.

Annually, Deans of Curriculum and Instruction will create Course Overviews and Schedule of Assessed Standards (SAS) for each course. While grade-level content teams may not change the Schedule of Assessed Standards of a course, they may adjust the pacing and sequence of unit plans, under supervision from the Deans of Curriculum and Instruction.

Unit plans are co-developed by grade-level content teams and submitted to DCIs for feedback and review at least two weeks prior to the start of a unit. Weekly plans are co-developed by grade-level content teams and submitted to DCIs for feedback and review every Thursday (for the following week).

The curriculum will be evaluated and adjusted daily through teacher reflection and coaching provided by DCIs. The data gathered from daily “exit tickets” provides teachers with valuable information about how many students mastered the day’s objectives and patterns of misconceptions illustrated in students’ answers. Teachers will document these results and adapt the next day’s lesson to reteach and assess content and skills as necessary. DCIs’ bi-weekly observations will provide teachers with action-oriented feedback on management and instruction. Following each observation, a DCI/teacher debrief will focus on specific adjustments that need to be made to lessons to reach all learners more effectively. Lastly, grade-level content teams will use student mastery data to determine whether they should make changes to their weekly and unit-level plans.

**Process and Procedures used to Evaluate Curriculum Effectiveness.** The Principal is ultimately responsible for evaluating curriculum effectiveness, but he/she will do so in close collaboration with the Deans of Curriculum and Instruction and team members from UP Education Network.

Annually, our school leadership team and teachers, as well as employees of UP Education Network, will review student achievement data to determine curriculum effectiveness. We will compare our results to our goals, identified in the Assessment section below, to determine whether our curricula are effectively supporting fulfillment of the school’s mission. Our analysis will look at data trends across the entire school, as well as by specific subgroups of our student population, including but not limited to Special Education students, English Language Learners, and students who have been retained in a given grade level. Further, we will ensure there are no statistically significant differences between groups of students, including student groups defined by gender, race, and family income status. Every August, our DCIs and teachers will utilize the results of this analysis to make curricular adjustments, as necessary.

**Learning Environment.** Students will be organized into heterogeneous cohorts of approximately 27 students. Each cohort of students will take all core academic classes (math, ELA, science, and social studies) together, as well as daily special classes (e.g., visual arts, music, and fitness). Except during academic intervention, lunch, tutoring, and specials classes, and enrichment, a given cohort remains in a given classroom (i.e., their Homeroom) for the entire day. Teachers, not students, move from classroom to classroom, minimizing the downtime that occurs when students change classes.

We aim for our classrooms to be vibrant environments of learning where teachers are always delivering dynamic, rigorous lessons, and where students are consistently on the edge of their seat, eager to participate, make insightful comments, ask curious question, and respectfully challenge the idea of the teacher or a peer. Any visitor who steps into a classroom should be able to feel the “buzz” of teaching and learning that permeates the classroom.

Typically, classrooms are set up in rows, which we find to be the best structure for class periods inclusive of direct instruction, guided practice, and independent practice. Within the rows, desks are grouped together in pairs, such that each student has a learning partner. Occasionally, students turn desks so that work can take place in groups of four. Additionally, desks are occasionally rearranged to create a circle to facilitate classroom discussion.

Each classroom across the entire school has many consistent features, including but not limited to the school’s mission statement, a whiteboard, a ceiling-mounted projector, the ASPIRE board (see below), the Objective/Agenda board, the Homework board, a
classroom library, student crates where materials are kept, and a classroom supply table. Walls are typically filled with content-supporting materials and celebrations of stellar student accomplishments and examples of outstanding student work or assessments.

Regarding technology, each classroom is equipped with a document camera that allows teachers to effectively demonstrate teaching points, showcase student work, and support other instructional methods. The school will also be equipped with a learning laboratory, likely to encompass both laptops and tablets for all students, where teachers can bring their students as needed. Finally, the school will have a large number of tablets throughout the school to support the academic intervention period of the day. During this time, many students will be found leveraging the tablets to access instructional software that meets students at their respective skill levels.

Our classrooms have indicators associated with each of the school’s ASPIRE values. At the end of every class period, the teacher closes out the class period with a quick assessment of how students performed on each set of indicators, and letting the class know which (and how many) letters have been earned. For example, one of the indicators for scholarship is 100% of students participating in the discussion during class. Homerooms are incentivized to work as a team to earn as many letters as they can, which lead to classroom privileges and other rewards. The Homeroom’s performance throughout each week is tracked on the ASPIRE board.

**Pedagogy and Instructional Methods.** Many of the highest performing urban public schools in the United States commonly implement a consistent school-wide approach to classroom instruction, and we intend to utilize this strategy at UP Academy Charter School of Springfield. With occasional exceptions, every class period will have five sequential components:

1. **The Do Now,** during which students independently review/practice previously covered content or skills;
2. **Direct Instruction,** during which the teacher introduces new material to his/her students;
3. **Guided Practice,** during which students begin practicing the newly introduced content and skills with the support of the teacher and/or their classmates;
4. **Independent Practice,** during which each individual student has the opportunity to practice, apply, and master the skill and content of the class; and
5. **An introduction and explanation of the night’s homework assignment.**

Our instructional approach is further defined by the following characteristics:

- Lessons are dotted with opportunities for students to actively engage in their learning, which in turn drives enthusiasm and excitement for learning.
- Relentlessly practiced and perfected classroom procedures (e.g., for taking out binders, distributing papers), supported by a consistently enforced school-wide behavior policy, which ensures students are organized and focused on the lesson at hand.
- Clear, visible identification of the lesson objective(s) and agenda of the class period.
- Highly differentiated instruction, which ensures that the content is accessible to and appropriate for students at every level. Differentiating instruction effectively means creating multiple paths so that students of different abilities, interests, or learning needs find appropriate ways to absorb, use, develop and present concepts as a part of the daily learning process. Differentiating instruction effectively allows students to take greater responsibility and ownership for their own learning.

The above-detailed methodologies lead to strong instructional efficiency. Lessons are sharply focused on clear, standard-driven objectives, and every 50-minute block is utilized effectively to drive student achievement.

The school will ensure that our teachers are proficient in utilizing the above instructional methods. Our hiring process includes multiple rounds of interviews during which applicants are assessed on their pedagogical alignment with the school’s instructional approach. The delivery of a model lesson is an integral part of this process, during which applicants are assessed on their ability to implement the school’s instructional expectations. We will ensure that our teachers are licensed and highly qualified to teach their respective subject areas and grade levels.

**Proposed Structures for Collaboration and Professional Development.** We work to provide excellent, individualized, and relevant professional development for all staff members. We are deliberate in how we interact and collaborate on a daily basis so that our culture is professional and supportive, and embodies our school values. Professional development at UP Academy is defined as an opportunity for a staff member to learn a new skill or to deepen his or her understanding on a given topic that directly impacts the achievement of our students or helps a staff member get closer to his or her specific professional goals.

**Collaboration.** We believe one of the greatest advantages of our proposed school schedule is that its design is highly conducive to teacher collaboration. This is best shown through the lens of a core content teacher (for illustration, we use an 8th grade math teacher).

- Three days per week, an 8th grade math teacher would teach 5 out of 7 class periods. During the other two periods on these days, the teacher will always be “off” at the same times as the other 2-3 8th grade math teachers in the school, allowing for natural opportunities for collaboration.
- One day per week (Fridays), an 8th grade math teacher would teach 2 out of 3 class periods. During the other period, the teacher will always be “off” at the same times as the other 2-3 8th grade math teachers in the school, again allowing for natural opportunities for collaboration.
Most importantly, on the 5th day of the week, the teacher would teach only 2 of 7 class periods. This leaves five periods of the day for the teacher to work on curriculum planning and refinement. Moreover, the other 2-3 8th grade math teachers in the school have the same five periods “off,” so they can count on this multi-hour collaboration opportunity once every week.

Collaboration is also aided by the school’s physical set-up. Teachers on content teams sit together in pods within the teachers’ office (i.e. their primary working area is the teachers’ office, not their classroom). Lastly, it will be the school’s expectation that grade-level content teams collaborate in designing and submitting all unit and weekly plans, as well as when analyzing interim assessment results.

**Professional Development.** We consider our management, coaching, and feedback structure to be at the core of our professional development for teachers.

All UP Academy Charter School of Springfield Teachers will be observed by their respective Dean of Curriculum and Instruction (their respective manager) no less frequently than once every two weeks. This observation is always followed by an in-person debrief meeting during which the teacher is provided specific and tangible strategies for instructional improvement. Further, at the beginning of the year, each teacher and DCI will set professional goals toward which progress will be monitored over the course of the year. To the extent that external professional development opportunities can support an educator’s growth towards fulfillment of one or more of his/her goals, teachers are encouraged to take advantage of such opportunities and are provided with the resources to do so.

The second critical opportunity for professional development is provided through Principal- or DCI-led professional development sessions. A significant amount of Professional Development occurs during the month of August, prior to the start of the school year. During the school’s first year, we anticipate that this time will focus on teaching and practicing implantation of UP Academy’s instructional strategies, as well as supporting teachers in their internalization of UP’s curriculum and its expectations for students. In future years, how this time is used will depend on the school’s specific priorities for improvement.

During the school year, UP Academy students are dismissed early on Fridays to allow faculty members to meet and discuss issues critical to the growth of their school, their students, and themselves as professionals. From 2:00-2:40pm, grade-level teams will meet to action plan for solutions to student-specific challenges identified during the week. From 2:40-3:40pm, teachers will meet as a whole-school team, or in departments, to participate in a formal professional development session to help build skills as professionals. The Principal and DCIs relentlessly compare observation notes, engage in conversations with teachers, compare teacher performance to the teacher evaluation rubric, and analyze student data to determine professional development objectives. Typically, several consecutive Fridays together represent a PD cycle focused on one specific skill. Professional development strategies range from direct instruction to video analysis to repeated practice opportunities coupled with peer feedback.

UP Academy is committed to providing an excellent, individualized education to all students with special needs. Students will receive services both in the general education classroom and in some pull-out settings. All teachers take part in regular professional development to learn and practice instructional strategies to best support all students with special needs. Our special education teachers take part in additional professional development that includes coaching in effective co-teaching, data analysis, differentiation of materials, implementing IEP accommodations and modifications and lesson planning to include differentiation. This professional development will be led by the Principal, the DCI – Student Supports, and UP Education Network’s Director of Special Education.

UP Academy is committed to providing an excellent, individualized education to all students who are English Language Learners (ELLs). All teachers attend professional development around best practices in ELL instruction, and ESL teachers attend additional professional development that includes coaching on the WIDA English Language Proficiency Standards, co-teaching, linguistic modifications and training in state, district and network regulations. This professional development will be led by the Principal, the DCI – Student Supports, and UP Education Network’s Director of English Language Learners Instruction.

**Determination of Professional Development Needs of Staff.** Please kindly see the above section for a description of how the school determines the professional development needs of teachers.

The Principal is responsible for assessing the professional development needs of the school’s Deans of Curriculum and Instruction and Deans of Students. These needs are determined through dialogue with the respective Deans as well as through observation. Given that we are proposing that the school be managed by UP Education Network, the Deans would be able to benefit from expertise and development from other Deans across UP’s network.

The professional development needs of the Principal and Director of Operations will be determined by their respective day-to-day managers who, as described later, are employees of UP Education Network. For Principals and Directors of Operations, professional development will be provided through (1) management support from direct manager; (2) access to an external management coach; and (3) monthly learning sessions with other Principals and Directors of Operations, respectively, in the UP Network. For example, all network Principals might receive instruction at a monthly learning session on “Teaching Writing in the Era of Common Core” from one of the country’s renowned experts on the topic, if this topic was determined to be a common learning need for network Principals.

**Teacher Performance Evaluations Process.** We intend to use a teacher evaluation tool and process that are in compliance with DESE policies and requirements, and which have been designed and utilized, with success, by UP Education Network. UP evaluates teacher performance against a series of competencies that are translated to the state Standards and Indicators of Effective Teaching.
Following assessment types are developed by school instructional staff to measure academic success and inform academic instruction. In order to guide our teachers to design rigorous, well-aligned assessments, it is essential for our students' success that we are able to isolate mastery of skills and content from effort. That being said, it is important for students to obtain timely, fair, accurate, and constructive feedback on student knowledge, skills, and performance. Part of a student's grade should be based on their demonstrated mastery of skills and content. Using various methods of assessment, we can quickly adjust our instruction, make decisions about how best to use our time, and support students to meet our goals.

In order to meet the revised high-standards and instructional shifts of the Common Core, our schools require students to demonstrate a deep mastery of content as well as conceptual understanding. At UP Academy, we value the importance of both mastery of skills and student effort. That being said, it is essential for our students' success that we are able to isolate mastery of skills and content from effort in order to guide our teachers to design rigorous, well-aligned assessments.

At UP Academy, we use both school-developed assessments and external assessments to measure and report student progress. The following assessment types are developed by school instructional staff to measure academic success and inform academic instruction:

- **Exit Tickets:** Daily lesson assessments make it easy to identify students who are in need of extra content support, assess the quality of instruction of the day and inform instruction for the following day(s).
- **Quizzes:** Rather than relying solely on unit assessments which provide delayed feedback, English, math, history, and science teachers build learned skills and knowledge into short quizzes. Quizzes cover topics in a shorter time frame and are given at least once every two weeks. Quizzes let teachers assess standards or sub-skills which are not assessed on interim assessments.
- **Culminating Tasks:** In order to meet the revised high-standards and instructional shifts of the Common Core, our schools require students to demonstrate a deep mastery of content as well as conceptual understanding. Culminating tasks can include short-answer questions, open-response questions, writing prompts or performance-based tasks.
- **Unit Assessments:** Teachers also assess mastery of content through tests at the end of each unit, which measure mastery of the objectives contained in that unit. Unit tests can include multiple choice, short answer, and open response questions.
- **Final Exams:** The purpose of a final exam is to provide additional opportunities to show mastery on standards, assess recently learned material, and assess skills, sub-skills, and knowledge that are not assessed on interim or state assessments. These assessments are especially crucial for students who did not master learning objectives when they were first presented. Teachers will administer final exams at the end of every course and final exams will be cumulative.
- **Performance/Project-Based Assessments:** There are instances when the traditional test format does not adequately assess a student’s mastery of enduring understandings, a particular skill, or an authentic performance. When assessing students in a non-standardized way, it is important UP Academy teachers utilize rubrics with clear expectations. Rubrics are given to students in advance to make the final grades clearer and allow students to connect feedback with the final project and grade.

**C. STUDENT PERFORMANCE, ASSESSMENT, AND PROGRAM EVALUATION**

**Promotion Policies.** Student grades in core subject areas are the primary determinant of their promotion from one grade level to the next. Students have three possible trajectories regarding promotion to the next grade level. If a student passes all core subjects (passing is equivalent to a final course grade of 70% or higher) and has not been absent for more than 15 school days, the student is promoted automatically to the next grade level. If a student fails one core subject, he/she must attend summer school in order to be considered for promotion to the next grade level. At the conclusion of the summer program, the student must pass a subject-specific competency assessment or the student will be retained for the upcoming school year. Lastly, if a student fails two or more core subject areas, he/she will automatically be retained and must repeat the grade level. Grades aside, if a student is absent for more than 15 school days, the student may be retained in his or her current grade level.

UP Academy Charter School of Springfield institutes several policies to support students in the areas of academic achievement and their attendance to ensure maximum promotion rates for our students. Academic supports include but are not limited to small-group or one-on-one tutoring, differentiated instructional materials, small-group pull out support, Saturday Academy, and Homework Club. Attendance support includes frequent family communication, family conferences, conferences with our social work team, and the creation of an Attendance Pledge between the student, the family, and the school.

**8th Grade Graduation Standards.** Our school will work relentlessly with students and families to ensure high school readiness. To receive an UP Academy diploma, students exiting the 8th grade must first meet the above-noted academic and attendance promotion policies. UP Academy’s 8th grade academic standards will require students to demonstrate proficiency with critical skills and content across core subject areas. These standards also reflect an increasing focus on students’ ability to independently apply skills and content to real-world problems in preparation for high school, college, and their career trajectories. In order to receive an UP Academy diploma, 8th grade students must additionally demonstrate that they have the strength of character to succeed in high school by adequately completing the Path to College Exit Essay and holding a sufficient ASPIRE score average throughout their 8th grade year.

**School-Developed Assessments.** At UP Academy we believe in the power of assessment data as a critical part of closing the achievement gap. We work relentlessly to invest all stakeholders in the importance of using data to better understand our progress and to know what we need to change in terms of our instructional and developmental approach. At UP Academy, we strongly believe in using various methods of assessment to gauge the extent of students’ understanding in order to quickly adjust our instruction, make decisions about how best to use our time, and support students to meet our goals.

In order to help students achieve high levels of academic success, teachers employ a variety of assessment strategies and instruments to obtain timely, fair, accurate, and constructive feedback on student knowledge, skills, and performance. Part of a student’s grade measures mastery of a core’s content and skills. At UP Academy, we value the importance of both mastery of skills and student effort. That being said, it is essential for our students’ success that we are able to isolate mastery of skills and content from effort in order to guide our teachers to design rigorous, well-aligned assessments.

At UP Academy, we use both school-developed assessments and external assessments to measure and report student progress. The following assessment types are developed by school instructional staff to measure academic success and inform academic instruction:
**Homework.** At UP Academy, homework is a critical aspect of scholarship. It helps students to master skills through additional independent practice and teaches them the self-discipline required to meet deadlines. Students will have up to 30 minutes of homework in Math, English, and Science or Social Studies every night. In English, students will be expected to read instructional texts at home to prepare for class, as well as an independent reading book of their choice. Homework completion factors greatly into a student’s weekly ASPIRE score (outlined in the next section). Students receive ASPIRE deductions when homework is not completed in a satisfactory way. Homework at UP Academy must meet the following criteria:

- **Submitted in Time for Homework Collection:** Student submits homework during homework collection in homeroom.
- **Complete:** All questions are answered and all tasks are completed in accordance with the directions.
- **Professional:** Handwriting is neat and legible. Paper is clean and unwrinkled. Proper writing utensil used. Complete header.

A student is assigned to Homework Club (HWC) on a given day when he or she has not successfully met expectations on one or more homework assignment from the previous evening. Homework Club is a quiet, constructive place where students complete the coming evening’s homework assignments. During HWC, academic support is provided by UP Academy staff members. The goals of HWC include increasing homework completion rates, improving homework quality, helping students achieve mastery of academic objectives, and building academic confidence.

In addition to checking homework every day, teachers are expected to grade at least two homework assignments per week for purposes of academic credit. Homework is graded for accuracy on a scale from 0-100% and is a part of a student’s overall grade in each academic class.

**Approach for Measuring Student Attainment of Non-Academic Skills.** In an effort to ensure the success of all students at UP Academy, we have a concrete system of values and expectations. We believe that the rules of school are the rules of life. They promote appropriate behavior, create order and predictability in the classroom, and encourage academic excellence. The following 6 components, marked by the acronym “ASPIRE”, make up the overarching expectations that all students will be expected to uphold: Achievement, Scholarship, Perseverance, Integrity, Respect, and Enthusiasm.

UP Academy has developed a student ASPIRE Report system to provide students, families, and teachers with a frequent, comprehensive report of student performance. A student’s weekly ASPIRE Report total is impacted by his/her fulfillment of behavioral, academic, attendance, and school values expectations, and inter-class competition to encourage students to meet high expectations related to our school values.

Students start each week (running from Friday morning to Thursday) with a score of 90. Students who drop below 70 for the week must serve Friday Extension instead of joining their normal enrichment programs. During Friday Extension, students work on reflection activities and character education activities in order to have a more successful experience and further internalize strong character traits and scholarly habits. Conversely, students who consistently exceed expectations and thus average above 100 points per week take part in school-wide incentives and celebrations of their character.

**Evidence of Multiple Measures of Student Performance.** Student academic progress must be measured and analyzed frequently, and resulting action plans must then be efficiently and effectively implemented. UP Academy’s Principal and Deans of Curriculum and Instruction will have primary responsibility for overseeing the school’s assessment system. Multiple measures of student outcomes will be used when reviewing assessment data, including analysis of absolute scores, within-year student gains/losses, and year-to-year student gains.

In line with state regulations, UP Academy will administer PARCC exams annually, and will use the exams’ results to measure the school’s success and inform the school’s on-going development. Additionally, we intend to use the PARCC growth percentile data to provide an extra data point in making academic program decisions. Coupled with the absolute PARCC data, growth percentiles will provide a more robust picture to understand which areas of instruction are effective, which students need extra support, and to what extent we are making progress towards our accountability goals for our students as a whole as well as our subgroups.

At UP Academy we focus on median Student Growth Percentiles (SGP) as a key to measure student and school progress. This focus is clearly outlined in each of our Academic Success Goals (outlined below). The median Student Growth Percentile (median SGP) for an educator represents the exact middle SGP score for that educator’s students. Our overall goal is to reach a median SGP of 70 in both mathematics and ELA for each of the five years in our charter term.

**Goals for Academic Success (with SGP Focus):**

- **Goal 1:** UP Academy students will become proficient readers and writers of the English language. The median student growth percentile for UP Academy students on the ELA section of the MCAS will exceed the 70th percentile every year.
- **Goal 2:** UP Academy students will demonstrate proficient understanding and application of mathematical computation and problem solving skills. The median student growth percentile for UP Academy students on the Math section of the MCAS will exceed the 70th percentile every year.
• **Goal 3:** UP Academy ELLs will consistently demonstrate significant language acquisition and significant progress towards proficiency in English and Math. The median student growth percentile for UP Academy ELLs on the ELA and Math sections of the MCAS will exceed the 70th percentile every year.

• **Goal 4:** UP Academy students with disabilities will demonstrate significant progress towards proficiency in English and Math. The median student growth percentile for UP Academy students with disabilities on the ELA and Math sections of the MCAS will exceed the 70th percentile every year.

**Plan for Use of Student Data to Determine Educational Programming and Staff Development Needs.** To maintain and achieve the highest of academic expectations, fulfill our challenging but urgent mission and provide our students with rigorous, college-prep classes, UP Academy teachers will use a clearly codified process to iterate existing curricula and develop new curricula on an ongoing basis. It is also our belief that in order to continually improve our academic program, we must not only have statistically relevant data, but we must also consistently and transparently communicate our results to all of our stakeholders.

On an annual basis, UP Academy’s school leadership team and teachers will review student achievement data to determine how to improve or refine the curriculum. We will compare our results to our goals to determine whether our curricula are effectively supporting fulfillment of the school’s mission. Our analysis will look at data trends across the entire school, as well as by specific subgroups of our student population, including but not limited to students with disabilities, ELLs, and students who have been retained in a given grade level. Further, we will ensure there are no statistically significant differences between groups of students, including student groups defined by gender, race, and family income status. Every August, teachers will utilize this analysis to make curricular adjustments, as necessary.

The curriculum will also be evaluated and adjusted daily through teacher reflection and coaching provided by UP Academy’s DCIs. The data gathered from daily “exit tickets” provides teachers with valuable information about how many students mastered the day’s objectives and patterns of misconceptions that are illustrated in students’ answers. DCIs’ bi-weekly observations will provide teachers with action-oriented feedback on management and instruction. Following each observation, a DCI/teacher debrief will focus on specific adjustments that need to be made to lessons to reach all learners more effectively. Teachers and school leaders will also use data from quizzes, unit assessments, interim assessment data from The Achievement Network, and PARCC data to inform and refine our curricula. Lastly, UP Academy school leaders will use student data to inform and refine the professional development scope and sequence to maximize student achievement.

**Additional Standardized Assessment Tools.** Interim assessments provide helpful data to teachers and departments about whether or not students are on track to meet our school goals. Teachers will review interim student achievement data with the Deans of Curriculum and Instruction, as well as their team, to analyze gaps and notable progress in student achievement. Teachers will create action plans for whole-class re-teaching and small group tutoring.

Every six weeks, UP Academy students take interim assessments in all four core content areas. These assessments are aligned with the content area’s scope and sequence, such that the only standards assessed are those that have been taught prior to assessment administration. The math and ELA six-week assessments will be provided by The Achievement Network (ANet), a Boston-based non-profit organization.23 ANet’s ELA interim assessments include open-response writing prompts which require students to respond to a text. These prompts are scored by a rubric aligned to the PARCC assessment standards. The science and social studies six-week assessments will be designed and provided by UP Academy’s instructional team.

The results of these assessments, which UP Academy teachers will be able to access within 72 hours of each test, are detailed and robust. After each assessment series, faculty meetings will be dedicated to analyzing the results to determine overall classroom, grade-level and individual performance on various standards, to help determine which students need targeted tutoring support. Teachers commit to using class time to re-teach and re-assess the lowest-performing standards on their respective six-week assessments. In addition, teachers use the Focus period to tutor students or groups of students who have not yet mastered particular objectives.

**Roles of School Leadership and Faculty in the Collection, Analysis, and Use of Student Data.** The Principal, with close support from the DCIs, oversees the collection, analysis, and use of student data and systems. UP Academy’s Leadership Team, comprised of the Principal, DCIs, Deans of Students and Director of Operations, will be responsible for continuous review of academic and nonacademic data. The Leadership Team will review data during weekly Leadership Team meetings to identify school-wide trends and necessary instructional shifts, as well to identify the focus of upcoming professional development and coaching. DCIs will present school-wide data and trends during weekly Professional Development sessions. Teachers will analyze academic and nonacademic data on a weekly basis in grade level teams, cohorts and during coaching meetings with DCIs and Deans of Students. Teachers will also develop detailed action plans to address grade level, classroom, small group and individual student needs. DCIs and Deans of Students will monitor the implementation of action plans and will coach teachers during bi-weekly observation and feedback cycles.

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23 Please note that a member of the founding team serves as an employee of the Achievement Network. We would work with the Department of Elementary and Secondary Education and the Ethics Department, as necessary, to ensure appropriate handling of possible conflicts of interest.
System for Reporting the Performance of the School, Grades, Individual Classes, and Students. UP Academy’s performance standards will create consistent evaluation of student achievement across grade levels and subject areas. It will be a central part of UP Academy’s progress reports, report cards and school-wide accountability system. A student’s grade will be a percentage between 0 and 100. A student’s final grade in a course will be the average of his/her four quarterly grades. Grades are determined by the student’s performance in component categories – skill, content mastery and homework. Teachers will assign percentage weights to the different types of assessments and assignments included in the Skill and Content Mastery category. This breakdown will be included in report cards so families of students can see the student’s performance on each type of assessments and assignments.

There will be some variation in the specific types of assignments and assessments given in each subject area. For example, science students will be required to complete lab assignments and social studies students will present research projects. In the case that an assignment or assessment has a subjective grading component, departments will try to collaborate to design one assessment rubric to be used on all similar assignments and assessments. The students’ numerical grades will be converted into a letter grade for progress reports and report cards.

UP Academy issues the following reports of student progress to students, families, and teachers: ASPIRE Reports, Progress Reports and Report Cards. UP Academy will issue ASPIRE reports every week. These reports show a student’s ASPIRE score (character and embodiment of the core values), attendance, and homework completion rate. Progress Reports will be sent home with students every two weeks. Reports will include percentage scores and corresponding letter grades. They will also include a student’s ASPIRE score, attendance, and homework completion rate. UP Academy will issue formal report cards at the end of every quarter. The report cards will include percentage scores, letter grades, and a breakdown of percentage scores for each assessment category in a subject area. Report cards will also include a summary of results from benchmark exams, highlighting areas of success and concern.

Progress on the school’s fulfillment of academic and non-academic goals will be reported to members of the board no less frequently than on a quarterly basis. We intend to have this data reported to board members via a systematic dashboard that enables board members to easily understand whether goals are being met as well as to identify any positive or concerning trends. The dashboard will include, for example, data related to interim assessment results, student demographics, and student attrition. Annually, the board will engage a lengthy retreat, open to the public, where the cumulative annual data is reviewed side-by-side with school leaders. This also serves as an opportunity to develop improvement priorities for the subsequent year.

At August staff orientation, annually, all staff members have an opportunity to review the prior year’s school performance data to help inform their understanding of, and contribute to their buy-in of, the school’s improvement priorities.

Processes that will ensure the Assessment System is Linked to Curriculum and Instruction. Student academic progress must be measured and analyzed frequently, and resulting action plans must then be efficiently and effectively put into place. UP Academy’s Principal, with close support from the DCIs, will have the primary responsibility for overseeing the school’s assessment system. When there is a gap between PARCC achievement results and our school’s PARCC goals, for students as a whole or within a particular subgroup, we will make aggressive adjustments to our academic program, including the curriculum and instructional methods, and determine additional supports that non-proficient students must receive to rapidly achieve proficiency. Additional processes that ensure assessment systems integrate into the approach to curriculum and instruction are described earlier in this section.

Stakeholder Review and Response to Student Achievement Data. At UP Academy it is our belief that in order to continually improve our academic program, we must not only have statistically relevant data, but we must also consistently and transparently communicate our results to all of our stakeholders. Our stakeholders include the Board, school staff, students and families.

As already described, the Board will review dashboards with academic achievement data once per quarter. An annual retreat meeting will allow the board to look cumulatively at student achievement data from a given year and to collaborate with the Principal in determining improvement priority areas for the subsequent year.

UP Academy’s leadership team will meet after every six-week interim assessment for the specific purpose of analyzing and discussing achievement results, and will use the data to determine the focus of the next professional development session(s).

School staff will meet in content data teams after every six-week assessment to analyze data, create action plans, and develop curriculum for whole group and small group instruction in order to ensure that all students are meeting internal benchmark proficiency goals. Additionally, school leaders and school staff will meet informally on an ongoing basis to discuss results of informal assessments such as unit plans, exit slips, homework completion reports, or literacy assessments.

Formal and informal classroom assessments, unit assessments, and final exams contribute to a student’s grade in each core subject area. Every two weeks, progress reports with class grades will be issued to students and families. At the end of each quarter, students and families will receive formal report cards with detailed information about student performance.

Accountability Goals and Plans for Year One. We recognize that a draft accountability plan must be submitted to the Department by June 1 during UP Academy’s first year of operation. The first year of operation will be used to gather baseline achievement data and attain an understanding of the student population in order to create a plan that is both meaningful and realistic.
We intend to work with DESE to ensure that a final version, approved by the school’s board of trustees, is in place by August 1 after the school’s first year of operation. This timeline will allow UP Academy to develop our Accountability Plan measures with the input of school constituents.

More specifically, the Principal, who will be primarily responsible for defining and overseeing this process, will meet monthly with members of the Board, and a subset of the school’s teachers to create an accountability plan draft. During this process, this team will use DESE’s recommended steps: (1) begin with the mission statement; (2) state the key design elements; (3) develop objectives related to the mission and key design elements; (4) develop objectives related to dissemination; (5) develop stretch objectives related to faithfulness to charter; and (6) develop aligned and rigorous measures and data collection plans for each objective.

The school’s stakeholders will work back and forth with DESE until they collectively arrive at a draft that is acceptable to both parties. At this point, DESE will grant provisional approval, and the school’s board of trustees will vote to approve the provisional plan. A final draft will then be submitted to the Department as an amendment that requires Commissioner approval.

D. SUPPORTS FOR DIVERSE LEARNERS

Processes and Procedures that the proposed school will employ to identify, assess, and serve students who are English Language Learners. Every student at UP Academy Springfield will receive rigorous, high-quality, standards-based instruction, regardless of English Language Proficiency. In order to meet the needs of our English Language Learner population, we will ensure that all teachers are qualified to implement effective instruction that allows students at all proficiency levels to access grade level curriculum while simultaneously building academic language skills. We will identify, educate and serve students and their families in the manner articulated in Massachusetts Department of Education’s document, Transitional Guidance on Identification, Assessment, Placement, and Reclassification of ELLs, and we will base our program on scientifically based models, known to be effective, and in line with federal and state regulations regarding the education of public school students designated as ELL.

Curriculum Development for ELL Programs. UP Academy Springfield will use a research-based program model of Sheltered English Instruction to provide in-class supports to all ELL students in content classes. In addition, licensed ESL teachers will work with ELL students using a curriculum that is aligned with the WIDA ELD standards. This curriculum will address essential reading, writing, speaking and listening skills and facilitate the development of the English language across content areas. Student schedules contain components of the following services, customized to the student’s level of language acquisition:

Instruction in English Language Development, provided by an ESL-certified teacher: All ELL students receive instruction in ELD from an ESL-licensed teacher. The amount of time that students receive ELD instruction is determined by the student’s level of English proficiency, whereby level 1 and 2 students receive the most ELD instruction. See below for ELD instruction time:

<table>
<thead>
<tr>
<th>Levels 1 and 2</th>
<th>Level 3</th>
<th>Level 4 and 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5 hours/day to a full day</td>
<td>1-2 hours/day</td>
<td>2.5 hours/week</td>
</tr>
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</table>

Sheltered English Instruction (SEI), provided by a licensed core-subject teacher with an SEI-endorsement (and/or an ESL license). Many ELL students will receive language support in the general education classroom. As students develop more language skills and progress through ELD levels, they will spend more of their time in general education settings, so language supports in these content classes will be essential. These general education classes will be SEI classes, which means that teachers are responsible for using sheltering strategies to make content comprehensible for ELL students of varying ELD levels and consistently build academic language. Lessons are planned to be: differentiated for ELL students at all levels of proficiency as described by the WIDA ELD standards; guided by language and content objectives appropriate for ELL students who are at different proficiency levels; aligned with the Massachusetts curricular frameworks; and characterized by student interaction, a visible, print-rich environment, students’ questions, group work, theme-based units of study, vocabulary development, and other important strategies for effective sheltered instruction.

Student Identification & Family Involvement. To identify a student as ELL, UP Academy Springfield will use the following process: 1) All families will complete a home-language survey with enrollment paperwork. This document will be translated into the primary languages spoken by families (Spanish, Somali, Vietnamese, Arabic, Chinese, and Swahili) and support will be provided during August Parent Orientation Sessions to ensure that families of all literacy levels can complete this survey. 2) If a language other than English is spoken in the home, based on the home-language survey, the school will administer the WIDA ACCESS Placement Test (W-APT). In addition, we will review student records and will meet with the parent and the student. Interpreters fluent in the native language spoken by the family will be employed to facilitate this data collection. 3) Based on the review of the above data points, the school team will make a determination as to whether the student is classified as ELL. 4) If the student is designated as ELL, the family will receive notification that this designation has been made and that the student will receive services at the school. Notification includes a description of the ELL services the student will receive, exit criteria from the program, and a notification of parental rights regarding waivers. Again, these materials will be translated into languages spoken by our parent population, and interpreters will be on hand to facilitate communication between staff and parents. 5) If the student is designated as ELL, the
administration and teachers will determine appropriate placement and create an instructional plan that will provide sheltered content instruction and English language instruction appropriate for the student’s level of English proficiency. 6) At the end of each marking period, the ESL Coordinator will coordinate the completion of ELL Progress reports, which will be translated into the family’s preferred language and sent home accompanying the report card to keep the family abreast of the student’s progress with respect to English language proficiency. Interpreters will also be employed to ensure the family is able to effectively interpret the results in these documents; as part of UP Academy Springfield’s commitment to all families, teachers will meet with families to go over report cards each marking period and discuss student progress. 7) On an annual basis, each ELL student will be re-assessed and, as appropriate, reclassified to a new ELD level or determined to be proficient in English. Specifically, during the months of January-February, school based staff who have completed the required training will administer the ACCESS test to each ELL student in the areas of listening, speaking, reading and writing. Each spring, a team will meet, facilitated by the ESL Coordinator, to consider ACCESS results and other data, including: a student’s performance in classes, ELL Progress Reports, and MCAS results. UP Academy Springfield will schedule meetings with parents and provide appropriate interpretation and translation to discuss findings and recommendations. 8) When data reveals that a student is proficient in English, the school will follow the process of reclassifying a student from ELL to a Formerly Limited English Proficient (FLEP) status. Students may be reclassified as FLEP when they have reached a level 5 on the ACCESS exam (with a minimum Level 4 in reading and writing), or when they have reached a level 4, have scored Proficient on the English MCAS Exam and there is a substantial body of evidence of the student’s English proficiency and ability to meet grade level standards. UP Academy Springfield will monitor the progress of a student within the program for two years after he or she has been reclassified from ELL status to FLEP status. 9) UP Academy Springfield is committed to ongoing monitoring of the program quality and student performance and will report data annually to the school district and the state. (Springfield Public Schools will not otherwise play a role in our ELL-related processes.)

**Learning Environment for ELL Programs.** All ELL students will receive sheltered content instruction within a content classroom. In accordance with the Massachusetts Department of Education’s document, *Transitional Guidance on Identification, Assessment, Placement, and Reclassification of ELLs*, students at ELD levels 1-2 will be grouped together in content classrooms so that they can receive extra support in accessing sheltered content and building academic language. Students at ELD levels 3-5 will also receive content instruction in classrooms from teachers who are SEI endorsed. Additionally, ESL services will be provided, for the required number of minutes based on a student’s ELD level, in a variety of settings. ESL instruction may be embedded into ELA class when the ELA teacher is also ESL certified, or an ESL teacher may provide this support through a push-in / co-teaching model or pull-out model.

**ELL Support Schedule.** ESL teachers and core content teachers will work together (alongside school leadership) to design ESL support schedules that meet the needs of the individual students they serve. Based on the number of students at each ELD level and intensive observations of students during the first 2-3 weeks of school, ESL teachers will determine how to build their support schedules such that all students receive the appropriate amount of ELD instruction within an environment that facilitates their development of academic language and content as well as interaction with their peers. ESL teachers will focus their ELD supports during ELA and literacy intervention blocks in ways that make sense based on students’ language needs. For example, students who are at ELD levels 1-2 will generally receive more pull-out support as they build social and foundational academic language, while students at ELD levels 3-5 will spend more time in an SEI or general education setting with language supports.

**Staff Training and Commitment to Sheltered Instruction.** It is the policy of UP Academy Springfield to ensure all ELL students are instructed in the general education classroom by teachers who are qualified to deliver sheltered instruction on a daily basis. This includes teachers who are dually licensed in the subject matter in which they teach and ESL. It also includes teachers who are licensed in the subject matter in which they teach and have completed DESE-approved trainings (i.e., RETELL SEI Course) that have allowed them to receive an SEI-endorsement. In addition, UP Academy Springfield further recognizes that only teachers licensed in ESL will provide instruction in English Language Development. Each ESL teacher will be assigned a caseload of ELL students. The ESL teacher is responsible for the following tasks: co-teaching general education classes and working with the teacher to provide accommodations and support academic language development for ELL students; delivering ELD instruction in a self-contained setting; delivering small group push-in and pull-out interventions appropriate to the level of students in the case-load; and monitoring, assessing and documenting the learning of their students. (For example: keeping cumulative records up-to-date with test results and student service grids). ESL teachers will also work closely with teachers in the Special Education department to support students with disabilities who are also ELL. An ESL teacher will participate in all IEP meetings, to the extent possible, for ELLs with disabilities in order to ensure that students’ language development needs are being considered and addressed in the context of their special education services. An ESL Coordinator will lead the school’s ESL Department and Language Assessment Team and manage all compliance tasks.

**Staffing Model of ELL Team.** The ELL team will be composed of an ESL Coordinator, ESL teachers, and SEI teachers, whose salaries will all be in accordance with the teachers’ union salary scale. The ESL Coordinator will teach part-time as well as manage school-wide compliance and provide leadership for the ESL and SEI teams; he/she will spend 95% of his/her time focused on serving ELLs. ESL and SEI teachers will spend more than 90% of their time focused on serving ELLs. All ELL team members will be appropriate licensed and certified as determined by DESE regulation. All ESL and SEI teachers will be directly managed and coached by Deans of Curriculum and Instruction. (We recognize that the application asks for the number of staff we propose to hire each year.
However, the answer to this question is highly dependent on the population of the existing school to which we are assigned. We would be happy to provide this information to DESE as soon as the school identity is made.)

**Ongoing Program Review and Quality.** UP Academy Springfield will formally evaluate the effectiveness of its ELL programming every spring. During this time, UP Academy Springfield’s leadership team will review student performance in the school’s ELL program, including ELL Progress Reports, Student Report Cards, Monitor Reports of Former ELLs, W-APT assessments, local assessments of literacy and statewide assessments including the ACCESS and the MCAS. In addition, they will conduct surveys to solicit teacher and parent input (with appropriate translation and interpretation provided) to ensure these voices are respected and engaged in the process of program review. The results of this analysis will inform our practice, and an action plan will be made annually including suggested revisions which, including Professional Development offerings, will be made to better ensure that students are making progress to learn English and academic subject matters successfully.

**Identifying Students with Disabilities, IEP Development and Implementation.** Upon enrollment, families will complete questionnaires to indicate if their child has received special education services or has been diagnosed as having a disability. We will use this questionnaire in addition to formal school records to determine whether a student already has an IEP. Once students are enrolled in the school, special education teachers or the DCI Student Support will communicate with families to discuss the IEP. We will implement existing IEPs and meet to revise IEPs as necessary throughout the school year.

At UP Academy Springfield, a Response to Intervention (RtI) framework will be used for providing comprehensive support to students. We believe that rigorous implementation of RtI includes a combination of high quality, culturally- and linguistically-responsive instruction, assessment, and evidence-based intervention. Comprehensive RtI implementation will contribute to more meaningful identification of learning and behavioral difficulties, improve instructional quality, provide all students with the best opportunities to succeed in school, and assist with the identification of learning disabilities and other disabilities.

UP Academy Springfield will use data to identify students at risk for poor learning outcomes, monitor student progress, provide evidence-based interventions and adjust the intensity and nature of those interventions depending on a student’s responsiveness. Within this system, there is a progression of support along three levels: Tier 1, Tier 2, and Tier 3. Tier 1 is implemented through programs already built into the school schedule which are differentiated for individual student needs. Examples of Tier 1 interventions include universal screening and individual teacher problem solving. Tier 2 is implemented by teacher cohorts for students they have identified as needing additional supports. If needed, teacher cohorts may choose to refer students to the RtI Team, who will build out Tier 3 interventions. As students move through the framework’s specified levels of prevention, their instructional program becomes more intensive and more individualized to target their specific areas of learning or behavioral need.

The RtI Team will be a group of faculty members who meet regularly to discuss struggling students and develop supports that could help the student succeed. The Principal or his/her designee will facilitate RtI meetings. The goal of the RtI Team is to identify obstacles to student learning, and minimize or eliminate these obstacles. All teachers of a referred student, the Special Education Coordinator, special educators, related service providers, ESL Teachers, counselor, social worker, DCIs, and Deans of Students may serve as members of the RtI Team. Composition of the RtI Team depends on the presenting problem(s) of the referred student and is determined by the Principal or his/her designee. At times, the parent/guardian of the referred student may also be involved in RtI Team meetings. Teacher cohorts can refer a student who has participated in interventions to the RtI Team if the student has made little to no academic and/or behavioral progress.

The purpose of the RtI Team is to gather multiple data points on a struggling student, analyze the data to determine why a student is struggling and determine next steps in intervention. The RtI Team evaluates the student’s classroom performance, strengths and challenges, and prescribes an intervention to address any obstacle(s) to academic success. Through this process, the RtI Team creates a comprehensive plan that includes strategies and structures for teachers and school staff. Over the next 3-6 weeks, members of the RtI Team periodically observe the implementation of the plan and reconvene to evaluate its effectiveness. The RtI Team uses observation and assessment data to decide which strategies and interventions to continue, modify, and discontinue. The plan and all adjustments to it are documented. If the adjusted plan is effective, the RtI Team continues its ongoing monitoring, evaluation and adjustments. Below is a typical process for a student who is referred to the RtI Team:

| Student continues to exhibit academic &/or behavior difficulties despite in-class interventions | Teacher adds student to Cohort Meeting Agenda to problem solve with others | Tier II interventions are implemented for a predetermined period of time | If student is not progressing after completion of Tier II interventions, referring teacher submits an RtI referral to a DCI |

If a student is not responsive to interventions in Tiers 1, 2, or 3, the Team may initiate a referral for a special education evaluation. The Team will collect data from the various interventions attempted through the RTI system, and, with parental consent, will conduct an evaluation with appropriately licensed professionals. If parents request an evaluation, we will begin the process immediately. When an evaluation indicates evidence of a disability and that special education services are appropriate, an IEP team including the parents, a special educator, a general education teacher, related service providers and the student (if age appropriate) will develop an IEP for
the student and agreed upon special education services will be provided. All IEPs will be evaluated at least annually and revised as
needed by the IEP team. All students receiving special education services will be reevaluated at least once every three years.

**Instructional Models and Settings.** We believe that all students should have access to a rigorous curriculum and offer instruction in a
continuum of settings. In order to meet the needs of students with disabilities, UP Springfield offers instruction in general education
classrooms, in small pull-out groups, and in substantially separate classrooms. UP Springfield recognizes that all students with
disabilities require education plans that are tailored to their needs. Providing the most appropriate settings to deliver high-quality
instruction is a priority.

General education classrooms include students with and without disabilities. Whenever appropriate, students with disabilities are
assigned to general education classrooms to maximize their opportunities to learn alongside their typically developing peers.

Small pull-out groups are composed solely of students with disabilities and are taught by licensed Special Education Teachers.
Students who require a smaller learning environment may receive some of their instruction in small pull-out groups and some
instruction in general education classrooms. When students in special education are assigned to instructional groupings outside of the
general education classroom for 60% or less of the students’ school schedules, group size does not exceed the following:

- 8 students with a certified special educator, or
- 12 students if the certified special educator is assisted by 1 aide/resident teacher, or
- 16 students if the certified special educator is assisted by 2 aides/resident teachers.

Substantially separate classrooms serve students in special education who require more intense classroom services for most or all of
their school days. In these classrooms, instructional groupings do not exceed the following:

- 8 students to 1 certified special educator, or
- 12 students to 1 certified special educator and 1 aide/resident teacher.

<table>
<thead>
<tr>
<th>Instructional Needs and Services</th>
<th>Special Education Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student attends general education classes all day and receives accommodated and/or modified instruction and instructional materials by special education certified teacher and a general education teacher in counsel with the special education teacher in accordance with IEP. Special education services outside the general education classroom less than 21% of the time.</td>
<td>Full Inclusion</td>
</tr>
<tr>
<td>Student attends mostly general education classes but also receives accommodated and/or modified small-group and individual instruction in a separate setting by special education certified teacher in accordance with IEP. Special education services outside the general education classroom 21% to 60% of the time.</td>
<td>Partial Inclusion</td>
</tr>
<tr>
<td>Student receives modified instruction in small-group or individual setting apart from general education population by a special education certified teacher in accordance with IEP. Special education services outside the general education classroom more than 60% of the time.</td>
<td>Substantially Separate Setting</td>
</tr>
</tbody>
</table>

**Instructional Methods.** UP Academy Springfield employs instructional methods that will, to the greatest extent possible, provide
special needs students with access to the general curriculum. General education and special education teachers will collaborate to
support students to help them meet IEP goals and make academic progress. Instructional methods and curriculum are developed and
revised for students through ongoing teacher communication, are dependent on each student’s specific disability, and can be used in
each of the full inclusion, substantial inclusion, or sub-separate classrooms.

**Student Support Schedule.** Our school day will be structured to give teachers and related service providers time to deliver
individualized instruction and IEP services. For students requiring academic support, as indicated by their IEPs, special education staff
will provide push-in and pull-out support in content classes. There are intervention periods built into the school day to provide
students with additional support as well. Related service providers will also deliver services within the school’s daily schedule in the
setting (in class, small group pull-out, one-on-one in separate setting from class). UP Academy will directly operate all facets of its
special education program and will be responsible for evaluating and hiring staff to meet student needs.

**Special Education Staffing.** To ensure that all students’ needs are well met, UP Academy Springfield will hire teaching and support
staff who have the appropriate special education licensure issued by the Massachusetts Department of Elementary and Secondary
Education and who will ensure all accommodations and modifications are made as needed.

We will hire a DCI of Student Support, with experience overseeing effective special education programs, to work with the principal,
other DCIs, teachers and students. The DCI Student Supports oversee the special education program, supports teachers, observes co-
teaching, and gives classroom accommodations and modifications feedback. The DCI Student Support is responsible for coordinating
delivery and supervision of all special education services and ensuring compliance with federal and state regulations. In conjunction
with the Student Support Team, the DCI Student Support will manage student evaluations and IEP creation and maintenance.
Below is the estimated staffing required to best serve the special needs student population at UP Academy during each of the school’s first five years. (We recognize that the application asks for the number of staff we propose to hire each year. However, the answer to this question is highly dependent on the population of the existing school to which we are assigned. We would be happy to provide this information to DESE as soon as the school identity is made.)

<table>
<thead>
<tr>
<th>Title</th>
<th>Central Role / Percentage of Time Devoted to SPED</th>
<th>Qualifications</th>
<th>Est. Salary</th>
</tr>
</thead>
</table>
| DCI - Student Support                      | Monitor and assess all special education and ELL instruction and student support programs; manage all special education staff and ensure compliance with state and federal guidelines. (70% of time devoted to SPED.) | • Master’s Degree in Special Education  
• ELL certification  
• 4 years special education teaching experience | Average SPS Admin Salary          |
| Special Education Teachers – Inclusion     | Design and implement curricular accommodations and modifications required by IEP; manage IEP review and evaluation process for individual students. (80% of time devoted to SPED.) | • Special education certification | Average SPS Teacher Salary         |
| Special Education Teacher - Sub-Separate   | Design and implement highly specialized curricular accommodations and modifications required by IEP; manage IEP review and evaluation process for individual students. (95% of time devoted to SPED.) | • Special education certification with focus on specific disability | Average SPS Teacher Salary         |
| Special Education Coordinator             | Ensure all IEPs are complete and compliant; Facilitate all Initials, Re-Evals, and Annual meetings; Maintain all student IEP and 504 plan folders (90% of time devoted to SPED.) | • Master’s Degree in Special Education  
• 2 years special education teaching experience or in special education | Average SPS Teacher Salary         |
| Related Service Provider (i.e., SLP, OT, PT, APE, Psychologist) | Provide direct services one to one or in small groups as deemed necessary by IEP or RtI Team; Evaluate and screen students to assess abilities and needs; Write evaluation reports, IEP goals and plans; Determine the needs of individual students within the classroom setting and provide services within the classroom; Work in conjunction with IEP teams to create IEPs for annual reviews and provides input for students who are involved with the three-year re-evaluation or initial evaluation (90% of time devoted to SPED.) | • MA DESE licensure in appropriate area | Average SPS Teacher Salary         |

**Evaluation of Special Education Program.** UP Academy Springfield will formally evaluate the effectiveness of its special education programming every spring. During this time, UP Academy’s Principal and DCI Student Support will review student performance in the school’s special education program, including individual student progress towards yearly IEP goals, Progress Reports, Report Cards, input from special education teachers, and statewide assessments such as the MCAS and MCAS-Alt. The results of this analysis will inform our practice, and revisions, including professional development, will be made to better ensure that students are making progress towards IEP and academic goals. Each spring, we will conduct a self-audit, including a review of IEP files, of our special education program to ensure compliance with state and federal regulations.

**Expectations surrounding district involvement in the provision of services for students with disabilities and English Language Learners.** Regarding district involvement in serving students with disabilities, the founding team has come to preliminary agreement with Springfield Public Schools. The school (not the district) will manage all aspects of special education, including but not limited to the cost of ensuring compliance with federal and state special education regulations, supervising all special education staff and service providers, coaching special education staff, facilitating IEP meetings, maintaining special education folders, facilitating RTI Team meetings, collecting and maintaining special education student-related data, delivering academic services (inclusion, pull-out, and in substantially separate settings) to students with disabilities, developing and maintaining IEPs, administering academic testing, case managing, providing behavioral support in the form of functional behavioral analyses and positive behavioral intervention plans, facilitating individual and group counseling sessions, facilitating Student Support Team meetings, conducting cognitive evaluations, conducting functional behavioral analyses and positive behavioral intervention plans, providing speech and language therapy in group and individual settings, conducting speech-language testing, providing occupation therapy in group and individual settings, conducting occupational evaluations, providing physical therapy, conducting physical therapy evaluations, creating Adaptive Physical Education program, and providing adapted physical education services. The school will have the option of accessing SPS expertise and services in these areas, if desired. The school will also have autonomy over budget decisions regarding staff and services in these areas.
The school will be responsible for all hiring, managing, and evaluating staff required to meet the needs of students who require special education services. This staff may include but not be limited to the DCI Student Support, Special Education Teachers, Interventionists / Paraprofessionals, Behavior Specialists, Social Workers, School Psychologists, Speech Therapists, Occupational Therapists, Physical Therapists, Adapted Physical Education Teachers, and Nurses. All special education staffing decisions will be made at the Principal’s discretion, and will fulfill all services required in student IEPs.

The school will retain budgetary autonomy regarding special education staff and program. In the event that a student with disabilities attending the school may need placement out of the school (including an out-of-district placement) as determined by his/her IEP team, the school will invite a representative of the SPS special education department to participate as a member of the placement team at least five (5) school days prior to the meeting. The school will not finalize a placement decision without the approval of the SPS special education representative. As SPS bears the sole responsibility for funding any out-of-district placements, SPS will have the final recommendation and approval for an out-of-district placement.

UP Academy Springfield will receive an additional allocation from SPS each year in order to hire the related service providers and other staff needed for students who require special education services.

Regarding district involvement in serving English Language Learners, the school will be responsible for all services and does not intend to access support from Springfield Public Schools.

E. CULTURE AND FAMILY ENGAGEMENT

School Culture. UP Academy will hold members of the school community—students, families, and staff—to the highest standards. To provide the best education to UP Academy’s students, all constituents must work together to create an atmosphere conducive to enthusiasm for learning, academic achievement, and college preparation. While UP Academy’s culture will be driven by a sense of urgency and a rejection of excuses, it is also built upon a platform designed to make teaching and learning exciting and fun.

Building this type of school culture is no easy task, and there is no definitive formula for creating it. In truth, a school culture is developed through the integration of all aspects of a school’s program – from recruiting mission-aligned faculty members to using a rigorous curriculum to celebrating outstanding student achievements. These points notwithstanding, we believe the following elements of our school design contribute most directly to the creation of a mission-driven, highest expectations culture focused on excellence, achievement, and college.

College as a Focus. Many of our students will have never considered college as an option before attending UP Academy. In addition to preparing our students academically and instilling them with lifelong values than can lead to college success, we expose our students to the value of a college degree whenever possible. Among other activities, we take our students on regular trips to college preparatory high schools and to college or university campuses.

Enthusiasm and Joy. Hardly a day at UP Academy will go by without recognizing students for their hard work and outstanding accomplishments. This may mean distributing college shirts to our 6th grade Honor Roll students; surprising every student who achieved perfect attendance during a given academic quarter with a pizza celebration during lunchtime; or taking students who achieved perfect homework completion during a given month to a Red Sox game. Our constant recognition of excellence drives forward a culture of achievement.

Merits. An important part of our school-wide behavior system is our “merit” system. Every time students exceed expectations, they earn merits, which translate into higher scores on their weekly ASPIRE reports. These high scores are recognized and celebrated. Moreover, students who consistently earn high scores earn privileges and are put in positions where they serve as peer role models.

A Culture of Respect and an Environment of Safety. Underpinning our approach to behavior and discipline, described in more detail below, is a deep dedication to ensuring that our school is a place where respect is the norm and expectation, and where disrespect is not tolerated. Our relentless focus on respect, backed by consistent but fair consequences for demonstrating disrespect, helps to create a school culture where students feel safe – and thus are willing to take academic and intellectual risks that ultimately support their long-term success. Moreover, students who do not meet the school community’s clearly defined standards for reasonable and acceptable behavior will not be permitted to disrupt the education of others. We believe that a firm and consistent discipline policy allows all students to be treated fairly and promotes a positive, safe learning environment.

Using Orientations to Develop School Culture. All members of our school community participate in orientations every August:

- **Staff Orientation.** Staff members will participate in approximately three weeks of orientation in August to review teacher and student expectations, to create or refine their curricula, to practice school-wide systems, ensuring consistency once students arrive, and to receive professional development training.

- **Family Orientation.** Parents/guardians will attend a family orientation after enrolling their child and prior to the start of the school year. It is important that the academic and behavioral messages that a child receives are consistent across staff and parents. During orientation, parents will review the expectations and protocols of UP Academy, helping to minimize potential misunderstandings once the year begins.
• **Student Orientation.** Students enrolled at UP Academy will attend a one-week student orientation at the beginning of every academic year. During the orientation, there will be a focus on the core elements of school culture. Routines, structures, and behavioral expectations will be explicitly taught and relentlessly practiced, and students will begin the process of internalizing the school’s ASPIRE values.

**Addressing the Physical, Social, Emotional, and Health Needs of Students.** At UP Academy Charter School of Springfield we will create a Student Support Team (SST) charged with identifying students who are struggling with a non-academic challenge and getting such students the appropriate supports. The purpose of the SST is to process referrals to internal or external services related to health, home-life or mental-health. The SST consists of the Nurse, the Counselor, the Dean of Students, and the Principal. The team meets weekly and students are discussed in the SST meeting if (1) they have been referred by a teacher cohort within the last week; (2) one of the members of the SST has had an interaction with a student that warrants follow-up action; or (3) a student had an emergency situation within the last week.

Actions taken by the SST can include: a referral to in-house counseling (short-term and long-term); a referral to mandated outside counseling; a Department of Children and Families Report; a CHINS filing; an Emergency medical referral; an in-house medical intervention, monitoring, or follow-up; or a connection to other outside resources, such as Big Brothers, Big Sisters, community organizations, etc. The Dean of Students notifies respective teacher cohorts of non-confidential actions taken by the SST.

For every prescribed intervention, the SST follows a strict follow-up plan. For example, if a student is to meet with the school counselor, the counselor would document a summary of her meeting, and then indicate if her concern was mild, moderate or severe. A mild concern might lead to one follow-up meeting. A moderate concern would lead to 6 scheduled weekly appointments with the school counselor. A severe concern might lead to a referral to outside services. Similarly, for outside services prescribed (such as mandated external counseling services), follow-up includes a series of prescribed weekly phone calls to the psychiatrist to ensure that services are being provided to the child.

**Philosophy and Plans Regarding Student Behavior and Discipline.** UP Academy Charter School of Springfield will develop a Code of Conduct and school-wide behavior management system that will help ensure that the school remains a respectful, positive space for learning. All policies will be developed in full compliance with federal and state laws and regulations, including but not limited to M.G.L. c. 71, §§37H and 37H1/2. Embedded within the Code of Conduct will be our school’s system to ensure a structured environment in which students make excellent academic and behavioral decisions. UP Academy embraces James Wilson’s “broken windows” theory. Student expectations will be consistent; minor issues will be addressed with clear consequences in order to avoid larger problems in the school. For example, if a student commits three behavioral infractions that might be considered minor at another school, he or she will serve afterschool Detention for one hour to devise a plan for improvement. Or, if a student does not meet the school’s expectations on a given homework assignment, he or she reports to afterschool Homework Club for one hour to begin completion of the following night’s homework. Further, UP Academy students are expected to wear uniforms, part of the school’s efforts to minimize distractions and maintain an environment focused on academics and achievement.

UP Academy holds all students to the same standards and expects all students to act with scholarly behavior at all times. Staff will work to support students with Individualized Education Plans (IEPs) so that they are able to meet these expectations. Students with IEPs are entitled to special access by law, as determined by the Individuals with Disabilities Education Act (IDEA). If a student with an IEP has been suspended for a total of 10 cumulative days throughout the school year, the school will host a manifestation hearing. The goal of this hearing is for the team is to determine whether a student’s actions are a result (a manifestation) of the student’s disability. If the action is believed to be a manifestation of their disability, the student will be allowed to return to school immediately and the team will work to support the student in having a successful re-entry. If the action is not believed to be a manifestation of the disability, the suspension length will be determined as a result of the meeting. However, the student will continue to receive educational services, though in a different environment and to make progress towards meeting the goals set out in the student’s IEP.

**Involvement of Parents/Guardians as Partners in the Education of their Children.** UP Academy’s founders recognize that the involvement of parents and guardians as partners in the education of their children is essential for the school and its students to have success. To this end, we attempt to involve parents in many aspects of their children’s education. For example: in addition to the above-noted orientation, we visit the home of every new family prior to the school year to listen to their story, hear about the goals they hold for their children, and explain the expectations of our school; we ask each student’s parent or guardian to review and sign (in a designated area on each assignment) their homework assignments, every single night of the year; we host family-teacher conferences at the end of the first, second, and third academic quarters, a formal opportunity for teachers and parents to discuss a student’s academic performance; and we keep a detailed, school-wide communication log to ensure that every single family receives a phone call from one or more staff members no less frequently than once a week. As described earlier in the application, families also serve on the School Site Council.

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At the current time, the external programs that we anticipate bringing into the school are as follows: track records, particularly those with deep roots within the Springfield community, are welcome partners of the school. As well, the school, as well as the track record of that provider. Mission-aligned, philosophically-aligned individuals and organizations with strong capacity to provide a given program, it will evaluate the mission- and philosophical-alignment of an external provider with that of the internal capacity to provide a particular service. In cases where UP Academy Charter School of Springfield does not have the internal capacity to solve key issues that the school may face.

In addition to surveys, UP Academy Springfield will gauge stakeholder satisfaction by tracking relevant data such as retention (student and staff), attendance (student and staff), and the number of students on our waitlist. We believe that most tensions that develop between schools and families are rooted in a communication-less culture where families aren’t given the opportunities necessary to actively support their children’s school. To prevent this, we will couple an infrastructure with high expectations to ensure that regular and open communications are taking place with our families. This starts with well-planned orientation nights intended to familiarize families with the UP Academy model, our approach, and our expectations; and continues throughout the school year with student progress reports; periodic phone communications; parent-teacher conferences (at least three); and school site council meetings. The school site council will be comprised of stakeholders whom willingly take on an additional layer of school-community responsibility, offering input on the school’s model and adding a necessary voice to problem-solving key issues that the school may face.

In determining whether or not to bring any external partners and programs into the school, UP Academy Charter School of Springfield will first evaluate its internal capacity to provide a particular service. In cases where UP Academy Charter School of Springfield does not have the internal capacity to provide a given program, it will evaluate the mission- and philosophical-alignment of an external provider with that of the school, as well as the track record of that provider. Mission-aligned, philosophically-aligned individuals and organizations with strong track records, particularly those with deep roots within the Springfield community, are welcome partners of the school.

At the current time, the external programs that we anticipate bringing into the school are as follows:

- **Enrichment Teachers**, charged with teaching one enrichment class per week. Given our interest in exposing our students to a wide range of extracurricular and enrichment activities (e.g., athletics, dance, theatre, crafts), we rely on external experts, all trained on UP Academy’s expectations and procedures, for our Enrichment program.
- **Saturday Academy Tutors**, charged with tutoring one or more students, as volunteers, on core mathematics skills for two hours on Saturday mornings. Prospective tutors will be required to complete an application, background check, and Saturday Academy training before participating in our program.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Staff Survey</th>
<th>Student Survey</th>
<th>Family Survey</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>School Climate</strong></td>
<td>High standards for student achievement</td>
<td>High standards for student achievement</td>
<td>High standards for student achievement</td>
</tr>
<tr>
<td>School feels safe, clean, and conducive to learning</td>
<td>School feels safe, clean, and conducive to learning</td>
<td>School feels safe, clean, and conducive to learning</td>
<td></td>
</tr>
<tr>
<td>Feel connected / a sense of “team”</td>
<td>Feel welcome</td>
<td>Feel welcome</td>
<td></td>
</tr>
<tr>
<td>Shared mission and vision</td>
<td>Provided opportunities to enrich academic experience</td>
<td>Provided opportunities for involvement</td>
<td></td>
</tr>
<tr>
<td>“I am proud of our school and its efforts to close the achievement gap”</td>
<td>“Teachers and school staff care about me”</td>
<td>“Teachers and school staff care about my child”</td>
<td></td>
</tr>
<tr>
<td>Recommend others to work at UAS</td>
<td>Recommend their friends attend UAS</td>
<td>Recommend UAS as a school of choice to other families</td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th><strong>Communication</strong></th>
<th><strong>Achievement/Teaching and Learning</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Feel connected / a sense of “team”</td>
<td>Provided with ample professional learning and development opportunities</td>
</tr>
<tr>
<td>Shared mission and vision</td>
<td>Provided with support and guidance for effective and positive family interactions</td>
</tr>
<tr>
<td>Provided with support and guidance for effective and positive family interactions</td>
<td>Provided opportunities to connect with teachers and school staff</td>
</tr>
<tr>
<td>Provided with ample professional learning and development opportunities</td>
<td>Perception, understanding, and buy-in of high expectations</td>
</tr>
<tr>
<td>Belief in student success; confidence in ability to motivate students</td>
<td>Perception of rigor</td>
</tr>
<tr>
<td>Highest level of education students plan to compete</td>
<td>Perception of rigor</td>
</tr>
</tbody>
</table>
Upon having a school site (and corresponding neighborhood) designated to us by Springfield Public Schools, UP Academy Charter School of Springfield looks forward to forging additional relationships with local partners who can assist the school with a variety of challenges, including those related to improving our facility, providing educational resources and supplies, developing our academic program, and providing support services to our families.

**Nutritional Program.** UP Academy will offer its students two nutritious meals (breakfast and lunch) and one nutritious afternoon snack per day. Breakfast is served from 7:30 - 7:55 am daily, lunch is served from 11:30 - 11:55 am daily, and afternoon snack is delivered at 2:40 pm daily. UP Academy intends to utilize SPS’s food service provision for all meals and snacks. All meals are offered by SPS and meet the nutrition requirements set by the USDA Food & Nutrition Service to support children’s healthy growth and development. Students are also taught about nutrition, in line with the Massachusetts Comprehensive Health Curriculum Framework, through their Fitness and Health classes, taken at least once per week by every student. Specifically, by the end of 8th grade, students will master all nutrition-related content standards such that they can select a diet that supports health and reduces the risk of illness and future chronic diseases.

UP Academy, in collaboration with SPS, will provide a clear and simple free and reduced lunch/milk application form to families. The information requested will be limited to that required to demonstrate whether the family does, or does not, meet the eligibility criteria for free or reduced price lunch/milk and will include all current household income (salary, welfare, disability, etc.). Additionally, the application will require applicants to provide the names of all household members and the social security number of the adult household member who signs the application. UP Academy and SPS will use this information to determine eligibility for the free and reduced lunch program. 

The school’s Director of Operations, in collaboration with district staff members, will be responsible for supplying the form to families, registering all families for the program and supplying the UP Academy food-service staff with updated lists of eligible students.

**Family and Community Support Services to be Offered.** Our founding team anticipates offering UP Academy’s students and families ancillary and support services that can contribute to the school’s mission fulfillment and benefit the community as a whole. We anticipate hosting regular meetings for parents and other community members to discuss relevant topics and providing desired trainings and information sessions. Such meetings and trainings may be led and facilitated by UP Academy staff members or by other community leaders secured by UP Academy. For example, we can envision hosting a meeting to discuss the dangers of social networking websites, providing parents with tools and ideas to effectively monitor internet use by their children. Or, we can envision hosting a hands-on training session to assist our students’ parents in applying for high school financial aid via the internet. We will provide language interpreters when appropriate.

**Role of the School Nurse.** UP Education Network will conduct a targeted search for a school nurse with initial licensure, which means all candidates will have a Massachusetts nursing license, BA or MA in nursing, and at least two years of experience in a relevant child care setting. The school nurse’s roles and responsibilities will be aligned to national standards, and will include providing direct healthcare for the school; providing leadership for the development of school health services and policies; providing screening and referral for health conditions; and serving as a liaison between school personnel, families, the community, and health care providers.

**III. HOW WILL THE SCHOOL DEMONSTRATE ORGANIZATIONAL VIABILITY?**

**A. CAPACITY**

**Origins of Founding Team.** The initial conversation about the potential launch of UP Academy Charter School of Springfield took place between Springfield Public Schools Superintendent Daniel Warwick and UP Education Network CEO Scott Given in December 2013. The Superintendent expressed a strong desire to restart a low-performing district school as a Horace Mann Charter School to be operated by UP Education Network. At that point, Scott explained that UP Education Network, also dedicated to improving low-performing schools, could assist (pro-bono) the district in the planning and pre-operating stage of a proposed in-district charter school, but that an independent board of trustees would ultimately need to apply for a charter and, pending approval, determine whether to contract with UP Education Network to manage and operate the school.

From that point, the Superintendent, himself a member of the founding team, sought out individuals with strong connections to Springfield who would want to coalesce around an aspiration to restart a low-performing school as an in-district charter school. The Superintendent sought individuals who could bring a variety of skills, experiences, and perspectives that would help to shape the specific vision for the proposed school. This outreach extended to individuals with experience in restart, those with experience working with schools in Springfield, and those who can speak from the perspective of families and community groups of the city. The Superintendent also sought individuals who would be willing to commit to serving on the founding board of the school to ensure its

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25 Adapted from CFR 245.6 of the Code of Federal Regulations, Title 7
26 Adapted from the National Association of School Nurses Roles and Responsibilities
Planning Process. Our founding team has been in regular communication about the vision and plans for UP Academy Springfield.

Initially, conversations centered on the question of, “Is it possible to restart a large, low-performing Springfield middle school as a high-performing in-district charter and to effectively serve the needs of students in the community?” Members of the founding team deliberated what it would take to make a school like this successful in Springfield, such as strong networks and pipelines of talent, a strong commitment from Springfield Public Schools to support conditions in which the school can succeed, and deep layers of family and community support. Ultimately, the team decided that, with an extended planning process, the school could be successful.

The next stage involved detailed conversations between members of the founding team and the full leadership team of Springfield Public Schools. Through a series of half-day meetings, we worked collaboratively with SPS to determine whether alignment existed in areas such as budget, programmatic autonomy, special education service delivery, and facility management. We even drafted a sample MOU, which forced us to discuss issues at a very detailed level. Both members of the founding team and members of the SPS team felt very positively about these conversations and believed that they laid a strong foundation on which the school can succeed.

Regarding the design of the school and the drafting of the application itself, Scott, who has served as its primary author, has regularly sought input from both the founding team members and other leaders across Springfield Public Schools, on how UP Academy Charter School of Springfield can best be designed to fulfill its mission. Several members of the founding team visited schools managed by UP Education Network in Boston and Lawrence to understand what might be possible via UP Academy Springfield and to provide input regarding what might be differentially important at the Springfield school. Going forward, we anticipate that our founding team, alongside Springfield Public Schools, will continue to communicate on a regular basis, meeting at least once every month to discuss the plans for and development of the proposed school.

Experience and Qualifications of Founding Team. Members of the founding team, listed below, bring a wide range of experiences and qualifications to UP Academy Charter School of Springfield. Members of our founding team have the experience and qualifications necessary to implement the proposal, have demonstrated the capacity to found and sustain excellent charter schools, and can manage public funds effectively and responsibly. Our founding team includes members who possess skills and experience in areas such as education, management, finance, and development. Members have tangible ties to the communities the school will serve, and overall the group has broad and diverse representation from our communities.

Founding Team Members – Proposed Trustees

Delcie Bean, Chief Executive Officer, Paragus IT. Delcie is the Chief Executive Officer of Springfield-based Paragus IT, a fast-growing IT firm offering clients a range of services from desk support for staff to consulting to engineering to managing IT dollars. In addition, Delcie founded Tech Foundry, a Springfield-based initiative to recruit, train and place high school students and others at a variety of entry-level technology jobs at companies throughout the region.

Jack Dill, President, Colebrook Realty Services. Jack Dill, President of Springfield-based Colebrook Realty Services, has been negotiating real estate transactions on behalf of his clients - buyers, sellers, property owners and tenants - for more than three decades. Jack's community involvement reaches beyond his role as Colebrook President. He is an active supporter of numerous local nonprofits, and has served as trustee, director and board chair time and again. He is currently Chairman of the Board of Springfield School Volunteers, Inc., member of Springfield Business Leaders for Education, director of the Springfield Education Fund and board member of the Massachusetts Housing Investment Corporation (MHIC). Jack has lived in Springfield since 1974.

Ashley Martin, Executive Director Western Massachusetts, The Achievement Network, and Former Teacher, Springfield Public Schools. Ashley serves as the Executive Director Western Massachusetts for The Achievement Network. Before that, she worked as Assistant Principal and ELA Teacher of the Duggan Middle School in Springfield.

Katie Rae Mulvey, Senior Portfolio Analyst (Education), Strategic Grant Partners. Katie Rae is a Senior Portfolio Analyst at Strategic Grant Partners, where she has provided strategic and analytical support for a variety of education-focused organizations across Massachusetts, with a specific focus on initiatives in Springfield. Katie Rae previously worked as a Senior Consultant for Booz Allen Hamilton.

Rachel Romano, Founder and Executive Director, Veritas Preparatory Charter School. Rachel is the Founder and Executive Director of Veritas Preparatory Prep Charter School in Springfield. In founding Veritas Prep, she studied and visited some of the highest performing urban charter schools to inform the design of Veritas Prep and make it a gap-closing school in Springfield. Prior to founding Veritas Prep, Rachel was the Principal and Executive Director of the Christa McAuliffe Regional Charter School in Framingham, MA where she led the school to achieve consistent gains in student achievement and increased enrollment by 62%. She also spent six years working in the Springfield Public Schools as a teacher and school leader.

Awilda Sanchez, Grandparent, Springfield Public Schools. Awilda is a grandparent and parent of many students and past students of Springfield Public Schools. Awilda has organized a remarkable number of Springfield community members around issues of
education reform. She is a Stand for Children Member Leader and she serves as the organization’s Springfield Organizer. Awilda serves on the Parent Teacher Organization at Brookings Elementary School.

Kwame Webster, Managing Director for Western Massachusetts, Teach for America Massachusetts. Kwame will serve as the Founding Managing Director of Teacher for America Massachusetts’s new Western Massachusetts region. Previously, Kwame has served as an Instructional Designer for the Collaborative for Educational Services as well as a teacher in New Orleans, LA.

Other Founding Team Members – Employees of Proposed Management Organization

Scott Given, CEO, Founder and CEO, UP Education Network. Scott is the Founder and CEO of UP Education Network. Scott has previously served as the Principal of Excel Academy Charter School, where he led a comprehensive school improvement effort from 2005 to 2008. Scott has also been a high school history teacher at Boston Collegiate Charter School and an Associate at the Parthenon Group, a strategy consulting firm.

Tim Nicolette, President, UP Education Network. Tim is the President of UP Education Network. Previously, Tim served as the Chief of Staff and Deputy Chief Financial Officer at Boston Public Schools. Tim has also worked as an Advisor to former Boston Mayor Thomas Menino and as an Associate Consultant for L.E.K. Consulting.

Other Founding Team Members – No Intention to become Board Members or School Employees

Mary Walachy, Executive Director, Irene and George Davis Foundation. Mary is the Executive Director of the Springfield-based Davis Foundation, where she has worked since 1997. Previously, Mary has worked as the Executive Director of the Mental Health Association of Greater Springfield.

Superintendent Daniel Warwick, Springfield Public Schools. Superintendent Warwick began his career with Springfield Public Schools nearly forty years ago. He has served in a variety of roles, including Assistant Superintendent of Schools, Principal, Supervisor of Special Education, and Teacher. Superintendent Warwick has been a lifelong Springfield resident.

Alignment of Proposed Board of Trustees with School Mission. UP Academy Charter School of Springfield’s founding team is united by a passion for eliminating the Achievement Gap in the United States, which we collectively view as the most critical civil rights issue of our time. Further, we believe that the most effective and efficient means to closing the Achievement Gap is through rapidly improving underperforming urban public schools in the country. We believe that UP Academy Charter School of Springfield will become an extraordinary school in place of one that had been underperforming, thus unlocking the potential of thousands of at-risk students, putting them on a path to enroll in, succeed in, and graduate from college.

B. SCHOOL GOVERNANCE

(1) Governance Structure

Proposed Reporting Structure and Relationship between Governance and Management. We intend for the School to operate a Co-Director model whereby the School is formally led by a Principal, who oversees the school program and who is the school-level employee ultimately accountable for the school’s outcomes, and a Director of Operations (DOO), who oversees school operations.

The accountability of UP Education Network to the UP Academy Board of Trustees is an essential foundation of the Parties’ proposed relationship, and the performance of the Principal is critical to UP Academy Springfield’s success. Therefore, the UP Education Network CEO and his/her delegate shall have the authority and responsibility, to the maximum extent consistent with State law and any applicable Memoranda of Understanding with SPS, to recruit and supervise the Principal and to hold the Principal accountable for the success of UP Academy. Day to day, the Principal will be managed by UP Education Network’s Director of Principal Leadership. UP Education Network will draft for presentation to and vote by the Board of Trustees an evaluation of the Principal once per year, using a comprehensive performance assessment model consistent with the policies of the Board of Trustees. Either UP Education Network or the Board of Trustees may recommend termination of the Principal’s contract at any time.

The Principal shall serve pursuant to a contract, which may be renewed by the Board of Trustees, subject to approval by UP Education Network. If either the Board of Trustees or UP Education Network wishes not to renew the Principal’s contract, the Board of Trustees shall pursue non-renewal of the Principal’s contract, subject to the approval of the superintendent of SPS to the extent required by State law and the Memoranda of Understanding, approval of which shall not be unreasonably withheld. In the event of a non-renewal, UP Education Network shall nominate a new candidate to become the Principal and then present terms of that Principal’s employment, as provided above, until the Board of Trustees and UP Education Network agree that a candidate so nominated meets their shared standards of excellence, and until the Principal receives approval by the Superintendent of SPS to the extent required by State law and the Memoranda of Understanding between UP Academy and SPS, approval of which shall not be unreasonably withheld.

The UP Education Network Director of School Operations will serve as the manager of the School’s DOO. The Director of School Operations serves as the hiring manager when the DOO position has a vacancy and thus has final authority on who is hired as the school’s DOO. The relationship and fit between the Principal and DOO is essential to the School’s success, and therefore the
The Finance Committee is commissioned by and responsible to the Board of Trustees to assume the responsibilities of working with
know the charter promises around academics that were made to the community and the State Department of Elementary and Secondary
responsibility for working with the Principal and UP Education Network to define academic excellence, ensure that all board members
recommending to the Board appropriate policies for the management of the charter organization's assets.
Board; monitoring implementation of the approved budget on a regular basis and recommending proposed budget revisions; and
matters pertaining to Board of Trustees recruitment, nominations, orientation, training, and evaluation.
The Governance Committee is commissioned by and responsible to the Board of Trustees to assume the primary responsibility for
maintaining, and disposing of property; (e) maintaining a public relations program to ensure community involvement; (f) ensuring the
ethical standard of the Board; and (g) ensuring that UP Academy Springfield remains true to the terms of the charter.
In the case that the Chair’s term ends and the Board seeks to promote a new Chair from within its ranks, all Board candidates will
follow the procedures outlined in the draft bylaws. The nominating process will be a multi-step process designed to ensure both a
mission fit and the necessary skills and qualities described in the Chair’s roles and responsibilities. The new Chair will be identified at
least three months before the current Chair departs the role so that the new candidate can be trained on key responsibilities of the role.
Vice Chair. The Vice Chair will assist the Chair in overseeing the functions of the Board, and will have such other powers as the
Board of Trustees determine. In the absence of the Chair at any meetings of the Board, the Vice Chair will exercise the rights and
perform the function of the Chair. The Vice Chair will have other powers and duties as are usually typical to that office and as may be
vented in that office by the Bylaws or by the Trustees.
Secretary. The Secretary or his/her designee will record and maintain records of all proceedings of the Trustees and will give notices
of meetings of Trustees as are required by the Charters, the Bylaws or by Open Meeting Law. The Secretary will have such other
powers and duties as are usually typical to that office and as may be vested in that office by, the Bylaws or by the Trustees. The
Secretary will be a resident of The Commonwealth of Massachusetts, unless the School appoints a resident agent for the service of
process. In the absence of the Secretary from any meeting of Trustees, a temporary Secretary designated by the person presiding at the
meeting will perform the duties of the Secretary.
Treasurer. The Treasurer will oversee the general financial affairs of the School, subject to the direction and control of the Board of
Trustees. The Treasurer will have such other powers and duties as are usually typical to that office and as may be vested in that office by
the Bylaws or by the Trustees.
Board Committees. The Board will initially consist of three committees: a Governance Committee, a Finance Committee, and an
Academic Excellence Committee.
The Governance Committee is commissioned by and responsible to the Board of Trustees to assume the primary responsibility for
matters pertaining to Board of Trustees recruitment, nominations, orientation, training, and evaluation.
The Finance Committee is commissioned by and responsible to the Board of Trustees to assume the responsibilities of working with
the Principal, DOO, and UP Education Network to create the upcoming fiscal year budget; presenting budget recommendations to the
Board; monitoring implementation of the approved budget on a regular basis and recommending proposed budget revisions; and
recommending to the Board appropriate policies for the management of the charter organization's assets.
The Academic Excellence Committee is commissioned by and responsible to the Board of Trustees to assume the primary
responsibility for working with the Principal and UP Education Network to define academic excellence, ensure that all board members
know the charter promises around academics that were made to the community and the State Department of Elementary and Secondary
Education and to devise clear and consistent measures to monitor these goals.
**Ex-Officio Members.** As noted in the draft bylaws, there will be one ex-officio member of the board of trustees. Specifically, a seat will be earmarked for a parent/guardian of a student of UP Academy Springfield. We believe strongly that having a current student’s parent/guardian’s voice on the board will help lead to improved board governance and decision making by taking into account the experience of our school’s families.

**Roles and Responsibilities**

**Roles and Responsibilities of the Board of Trustees.** UP Academy Springfield’s Board of Trustees will operate in accordance with the Massachusetts Charter School Administrative and Governance Guide. As public agents authorized by the state, the Board of Trustees will be responsible for governing the school and holding the charter for the school, as it is granted by the DESE. A strong Board defines the mission of the school, develops school policies and changes them when appropriate, hires qualified personnel to manage the school’s day-to-day operations and holds them accountable for meeting established goals, and formulates a long-range plan and charter school Accountability Plan that will ensure the school’s continued stability. In addition to its many other responsibilities, the UP Academy Charter School of Springfield Board will ensure that the school is complying with all of the state and federal laws that apply to the school and that the Board itself is operating in accordance with the rules set out by all applicable Massachusetts laws and regulations. Finally, the Board will be responsible for operating the school in accordance with its charter and with any approved amendments to its charter. Up Academy Springfield’s individual Board members will be held to the duties of care and loyalty defined in the Administrative Guide. These duties include, but are not limited to, the following actions: always acting in the best interest of the school, regularly reviewing key school documents including the charter and budget, voting only after thoughtful consideration of all relevant options, and not voting on any school matter in which they have a personal interest.

The following chart explains specific role distinctions amongst the Board, the Co-Leaders, and the school district:

<table>
<thead>
<tr>
<th>Role</th>
<th>Board of Trustees</th>
<th>Principal and DOO</th>
<th>Springfield Public Schools</th>
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<tbody>
<tr>
<td><strong>Curriculum</strong></td>
<td>Retains authority to approve curriculum. Must approve</td>
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<td></td>
<td>significant changes in curricula.</td>
<td>Day-to-day management of the school’s curriculum. Provides</td>
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<td></td>
<td></td>
<td>recommendations to board of trustees if/when significant</td>
<td></td>
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<td></td>
<td></td>
<td>curricular shifts are sought.</td>
<td>No direct involvement.</td>
</tr>
<tr>
<td><strong>Personnel Decisions</strong></td>
<td>In collaboration with UP Education Network, responsible for personnel decisions related to Principal and DOO (see section detailing process)</td>
<td>Responsible for the personnel decisions of all staff in school other than Principal and DOO.</td>
<td>The Superintendent retains ultimate authority to hire (or not hire) Principal, when candidate approved by Board. No decision-making authority in other personnel decisions.</td>
</tr>
<tr>
<td><strong>Budget Allocation</strong></td>
<td>Involved in budget-setting process. Approves annual budget.</td>
<td>Works with board to establish and recommend annual budget. Responsible for allocating the school’s resources in line with annual board-approved budget.</td>
<td>Responsible for allocating dollars to UP Academy Charter School of Springfield in line with MOU</td>
</tr>
<tr>
<td><strong>Vendor Selection</strong></td>
<td>Ensures no conflicts of interest. Oversight of school’s adherence to 30(B) procurement processes.</td>
<td>Determine vendors to provide key services to help the school fulfill its mission</td>
<td>Supports 30(B) procurement processes.</td>
</tr>
</tbody>
</table>

**Examples of Board Decision-Making.** The decision-making process that the Board may need to make is illustrated through an example related to possible changes in transportation options provided to students of the school. For the example, we assume the Springfield Public School has reached out to the board to ask whether it would like to suspend 8th grade school bus transportation in exchange for additional operating funds. Here are the steps that would be followed:

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27 Adapted from page 2 of the DESE Charter School Administrative and Governance Guide
28 Adapted from pages 3-4 of the DESE School Administrative and Governance Guide
29 Adapted from Introduction to Creating an Effective Board Guidebook, Chapter 1
Access and use relevant information. The Board would assign two of its members to work closely with the Principal and Director of Operations to assess the pros and cons of the decision. The group would gather information regarding public safety, alternate transportation options, location of student residences, and previous family surveys, among other information. This working group would crystallize a set of options for the full board to consider.

Discuss issues deliberately. The Board would meet – using public meeting law – to discuss each option with the school’s management team. Considerations would be given to multiple potential impacts, including but not limited to student safety, staff sustainability, adjustments to school programming, neighborhood relations, family relations, and financial impact. The discussions would be deliberate, taking into consideration short- and long-term potential impacts.

Consider alternative viewpoints and actions, and request more information. Before converging on the “right” approach, Board members would request that the school’s management team survey a moderate-sized sample of families to gather viewpoints of transportation options. Survey results would be presented to the Board. Additionally, the Board Chair would ask one Board member to gather additional transportation safety information.

Work toward consensus. Once the above steps had been taken, the school’s management team would provide a recommendation for the decision.

The last step of the process – for some but not all matters – is more formal and is outlined below.

Vote. After deliberate, convergent discussion, the Board would vote (in a session open to the public) on the issue and a simple majority would be required to approve the decision. The decision would be documented in the board minutes and the Principal and DOO would begin to design the implementation plan.

Board Oversight Processes. The Board of Trustees will be responsible for oversight of the school and therefore will establish systems and processes to support oversight. Most critically, the Board will establish committees to support the oversight process. For example, the board will establish a finance committee that will meet at least six times per year. The committee will, for example, prepare an annual budget for the organization in collaboration with the school leaders and UP Education Network, arrange for annual audit to be completed, review monthly financial statements and variances from budget, and recommend action to the full board, when appropriate. Separately, an Academic Excellence Committee will define and continue to refine what academic excellence means for the school, ensure that all board members understand the charter, work with the school leadership to devise clear and consistent ways to measure progress towards stated goals, work with school leadership to share with the board annual successes, barriers to reaching academic excellence, and strategies to overcome these barriers, and arrange for Board training on issues related to academic oversight and academic achievement, as needed.

The full board will also engage in an annual retreat to support the oversight process. At the retreat, the board will focus on reviewing annual performance, setting annual priorities, and building a long-term financial and strategic plan.

Soliciting Feedback from Key Stakeholders and Public Accountability Systems. UP Academy Springfield’s Board will comply with state law requirements of public notice and openness for all Board meetings. When a school policy has a material effect on school function or the relationship with the broader community, the Board will provide meeting agendas to staff, parents, and the community; will inform relevant parties of the policy during development; and will solicit input from affected stakeholders when evaluating implementation. The school’s management will provide the Board with the opportunity for input on school operational issues at least quarterly.

Through the board self-assessment (described below), a key criteria for individual performance will be related to participation in open, deliberate, and thorough discussions. Moreover, we will invite members of other boards deemed to have strong decision-making and communication processes to observe one board meeting, annually, and provide informal feedback on the board’s facilitation of meetings defined by public accountability.

External Legal Counsel and Auditor. UP Academy Springfield will secure the services of a law firm to help navigate various legal matters, but the choice of law firm has not yet been finalized. Likewise, the school has not yet obtained the services of an independent auditor. The Principal and Director of Operations will consult with the school’s accountant and members of the Board to develop a short list of highly-qualified candidates and a set of appropriate hiring criteria. The Principal and Director of Operations will conduct interviews with qualified candidates and make a selection which will be approved by the Board.

Handling Complaints Made to the Board. If a complaint is filed with the Board, the Board shall respond no later than 30 days from receipt of the complaint in writing to the complaining party. The Board shall, pursuant to a complaint received under 603 CMR 1.10, or on its own initiative, conduct reviews to ensure compliance with M.G.L. c. 71, § 89, and 603 CMR 1.00.
Annual Process the Board Uses to Evaluate Its Own Performance. UP Academy Charter School of Springfield’s Board intends to use a formal self-evaluation process. The purpose of this evaluation would be to help maintain a high level of Board performance and to invest each member in his/her professional growth. The evaluation process may include the following:

1. Agreement about individual Board member performance criteria. During an annual meeting, members will agree on general performance standards for all Board members (e.g., meeting preparation and attendance, representation of the school in the community) as well as additional standards for the chairperson.
2. Development of personal goals by Board members. Each Board member will develop a set of personal goals s/he hopes to accomplish during the year. These goals are in addition to the baseline performance standards described above.
3. Annual Evaluation Process. About midway through the academic year, the Board members will use an evaluation tool to determine the quality of their performance in the general performance categories and progress towards their personal goals. The evaluation process will include: (1) rubric-based tools to score their performance in each general performance category; (2) an output document that highlights strengths and weaknesses with specific examples of improvement plans; and (3) a conference with coach or mentor to review and adjust evaluation outputs and reflect developmental priorities.
4. Post-Evaluation Check-In. Approximately six weeks after the annual evaluation, Board members will meet with another Board member to discuss progress made on the improvement plans described in the evaluation output. Members will adjust and prioritize actions based on progress.

Upon formalizing our founding Board, we intend to contract with BoardOnTrack, a Massachusetts-based organization that specializes in developing strong charter school boards that govern exceptional charter schools, to provide consulting services to our new school board, ensuring its success in launching and sustaining UP Academy Charter School of Springfield.

(4) Policy Development

The true value of school policies is that they provide a framework in which other decisions are made. This framework assures consistency of actions in the difficult and stressful situations a school often faces. UP Academy Springfield’s proposed Board will implement a comprehensive policy development process adapted from the National Center of Non-Profit Board’s best practices. This process, inclusive of seeking feedback from school staff, parents, and the larger community, is outlined below.

Identify a need for new policy. The recognition that there is a need for a new institutional policy can come from a number of sources including the Board itself, the administration, or the community. Some conditions that may trigger the development of a new policy include: (1) changes in operating practice that have accumulated over time so that the current policies do not reflect reality; (2) external changes and trends that have an impact on the charter school and the families being served; and (3) federal or state laws that have created the need for adjustments in policy. When such new issues and questions arise, the Board will consider whether any current policies can be adjusted to meet the new condition. If there is no relevant policy already in existence, the Board will begin the process of creating new policy.

Assign a team to draft new policy. After it has been determined that a new policy is needed, it is often in the best interest of the school for the Principal to draft the new policy since s/he has more intimate knowledge of the school’s day-to-day operations. It may also be appropriate for a subset of Board members with related experience or a relevant committee to draft the policy. The Board will clearly name the person(s) responsible for drafting the policy and give them guidance on how to approach the policy.

Write a first policy draft. The team then develops a written policy statement that responds to the issue or question at hand. In some cases, the team can use policies that have been drafted by other charter schools. In all cases, the policy should be informed by soliciting input from a broad array of stakeholders, including school staff, school families, and community members. The policy will be specific enough to consistently guide compliance for those who use it, but it should not be so specific that it “manages” staff decisions about how to comply.

Ask legal counsel to review the draft policy. Legal review of every policy created by the Board is not necessary. However, when a new policy is significant enough in its reach that it might touch state or federal education law, the school’s counsel will be brought in to consult early on. Although counsel will not write school policy, it will serve as a valuable resource during the drafting process.

Present draft policy to the Board for approval. Once the policy draft is ready for Board approval, the drafting team will have a first reading at a Board meeting to gather informal feedback. The writing team will incorporate any suggestions into the draft policy and present it at the next Board meeting for adoption.

Continue to review and revise Board policies. Periodically, the Board will review its policies to make sure they are still relevant and in compliance with applicable laws and regulations.

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30 Adapted from the Creating an Effective Board Guidebook, chapter 9
31 Process adapted from Introduction to Creating an Effective Board Guidebook, Chapter 4
**Board Sustainability**

**Recruitment and Selection Process for New Board Members.** Because the Board must always be a capable and high-functioning entity for the school to meet its goals, it is a major responsibility of the Board to ensure the school has structures in place to attract talented governance candidates to UP Academy Charter School of Springfield. Existing Board members will use personal, professional, and community connections to identify new Board members. Annually, the Governance Committee may complete a skills analysis of the Board for the immediate needs and for the subsequent 2-3 years. This inventory will include succession planning for Directors and the Officers of the Board.

All Board candidates will follow the procedures outlined in the attached draft bylaws. The nominating process will be a multi-step process designed to ensure both mission fit and that candidates have needed skills and qualities. New Board members will need to be approved by a 2/3 vote of the existing Board.

**Specific Plans for the Recruitment of Additional Board Members.** In addition to the proposed founding Board members listed in this application, we (the founding Board members) intend to recruit additional trustees who can manage public funds effectively and responsibly, possess skills and experience in areas such as education, management, finance, development, and law, and have tangible ties to and broad and diverse representation from the community that the school will serve.

To recruit these Board members, we will continue to develop relationships with key stakeholders across Springfield. Through the development of these key stakeholder relationships, we will be able to determine the key stakeholders that most believe in UP Academy’s mission and approach and have the most potential for founding and sustaining an excellent school. These individuals will be invited to join the school’s Board of Trustees. We are confident in our ability to find excellent, additional board members, as we have already seen evidence of substantial enthusiasm for our proposed school from various community organizations throughout the city of Springfield.

Additionally, we strongly believe that some subset of the founding Board of Trustees should be comprised of local stakeholders with direct ties to the specific neighborhood of Springfield in which the school will be located, and therefore we intend to wait to name some members of the school’s board until our school site is identified by SPS.

**Board Member Orientation and Professional Development.** The proposed founding team of UP Academy Springfield understands the unique challenges of developing a strong governing Board. The Board’s evaluation process will be a major driver of members’ personal development. The personal goals set by members will dictate the focus areas of coaching and mentoring. UP Academy Springfield may contract with an outside vendor (e.g., BoardOnTrack) to provide ongoing coaching to board members in developmental areas like strategic planning, committee leadership, and policy development or create internal mentoring relationships to help with these areas. The Governance Committee will also be responsible for creating a “welcome guide” that includes important information pertaining to the school and community. This guide will be given to all new board members as part of their orientation process, which will also include school tours and meetings with the UP Academy Springfield Team.

**Recruitment and Development of Board Members.** Because the Board must always be a capable and high-functioning entity for the school to meet its goals, it is a major responsibility of the Board to ensure the school has structures in place to attract talented governance candidates to UP Academy Springfield. Existing Board members will use personal, professional, and community connections to identify new Board members. Of particular importance will be expertise in business, law, education, real estate, finance, fundraising, knowledge of the local community, and a willingness to use this expertise for the benefit of the school. These individuals must have a demonstrated commitment to Springfield and philosophical alignment with UP Academy Springfield’s mission. Annually, the Governance Committee may complete a skills analysis of the Board for the immediate needs and for the subsequent 2-3 years. This inventory will include succession planning for Directors and the Officers of the Board.

All Board candidates will follow the procedures outlined in the Board-approved nominating policy. The nominating process will be a multi-step process designed to ensure both mission fit and the necessary skills and qualities needed. New Board members must be approved by a 2/3 vote of the existing Board.

**Succession Planning for Board Members.** In order to ensure consistency and stability amongst board members, founding board members will be assigned staggered terms, with some set to expire in one year, some in two years, and others in three years. Subsequently, any board members added to the founding board will receive three year terms. This strategy helps prevent a situation in which a majority of board members’ terms are up for renewal at the same time, which exposes the board to the risk of heavy turnover. When a board member’s term is nearing its renewal date, the Board Chair will assess that board member’s desire to remain on the board and work with the Governance Committee to develop a succession plan as needed.

**Proposed School Management Organization – UP Education Network.** UP Education Network is proposed as the school management organization that will be contracted to operate and manage UP Academy Charter School of Springfield. UP Education Network is a non-profit school management organization whose mission is to rapidly transform chronically underperforming district schools into extraordinary schools that sustain high achievement over time.
Summary of UP Education Network’s History. UP Education Network (formerly Unlocking Potential) was founded in 2010. The Boston-based organization has quickly amassed an outstanding track record of success in restarting and managing urban public schools.

Through the restart process, UP Education Network has restarted and continues to manage five schools serving approximately 2,500 students. In Boston, the organization operates two in-district charter schools, UP Academy Charter School of Boston and UP Academy Charter School of Dorchester. Also in Boston, UP Education Network, as state-appointed receiver, restarted the chronically underperforming John P. Holland Elementary School as UP Academy Holland. In Lawrence, the organization operates two traditional (non-charter) district schools, UP Academy Leonard Middle School and UP Academy Oliver Middle School.

During the 2011-12 academic year, students at UP Education Network’s first restart school—UP Academy Charter School of Boston—demonstrated tremendous academic progress, ranking #1 for academic growth in mathematics among all public middle schools in Massachusetts, doubling math proficiency rates from 24% to 48% and improving English Language Arts (ELA) proficiency rates from 32% to 53%.

During the 2012-13 academic year, in the school’s first year of operation, students at UP Education Network’s second restart school—UP Academy Leonard Middle School—tripled the math proficiency rate and demonstrated double-digit proficiency point gains in ELA. In fact, UP Academy Leonard ranked #2 for median student growth in math statewide, behind only UP Academy Boston. Further, UP Academy Boston’s 8th grade students had a remarkable median student growth percentile score of 96 in math, the highest for any group of 8th grade students in Massachusetts history.

During the 2013-14 academic year, the organization simultaneously restarted two underperforming district schools. In Boston, it restarted the John Marshall Elementary School as UP Academy Charter School of Dorchester, serving more than 580 students from grades K-1-5. This school will add one grade level each fall, reaching full enrollment as a K-1-8 school by fall 2016. In Lawrence, the organization assumed management of the 6th grade of the Henry K. Oliver Middle School to launch UP Academy Oliver Middle School, serving 120 6th grade students.

In spring 2014, scholars across our network demonstrated outstanding—and in some cases, historic—progress. In UP Academy Charter School of Dorchester’s first year, among all public schools serving more than 50 students, it had the highest one-year increase in math and ELA MCAS proficiency in Massachusetts history (+73 points). Proficiency rates jumped from 14% to 40% in ELA, 13% to 60% in math, and 4% to 57% in science. In addition, UP Academy Charter School of Dorchester ranked #1 among all elementary, middle, and high schools in Massachusetts (1,565 in 2013-14) for academic growth in math. In UP Academy Oliver’s first year, the sixth grade math proficiency rate more than quadrupled after just one year, increasing from 9% in 2013 to 39% in 2014. In UP Academy Leonard’s second year, ELL and former ELL scholars demonstrated a median student growth percentile (SGP) of 79.5 in ELA and 76.5 in math, considerably higher than the state-wide median SGPs for ELL and former ELL students in ELA and math. In UP Academy Charter School of Boston’s third year, and for the third year in a row, the school ranked #1 among all schools serving middle school students in Massachusetts (733 in 2013-14) for academic growth in math. The Massachusetts Department of Elementary and Secondary Education named UP Academy Boston to its 2014 List of Schools Commended for High Progress and Narrowing Proficiency Gaps.

UP Education Network works to support its schools in the areas of academics, operations, and talent. Within academics, the organization provides services in the areas of Principal management and coaching, special education program design and compliance, and ELL program design and compliance, for example. In operations the organization provides services in the areas of Director of Operations management and coaching, information technology, financial management, data analysis, and facilities, for example. And in talent, the organization provides services in the areas of staff recruitment, human resources, and talent development, for example.

UP Education Network has an educational approach that aligns closely to the strategies outlined in this application. For example, the key tenets of its existing schools align with those described in this application—high expectations, seamless operating procedures, a broad network of student supports, rigorous curriculum and instruction, relentless data use, and an environment of enthusiasm and joy.

The organization and its schools have all demonstrated a strong track record of sound, responsible fiscal management. Both the 501(c)(3) itself and the schools managed by the organization have received consistently positive financial audits since their respective launches. Moreover, UP Education Network has demonstrated that it has access to robust philanthropic resources to support its work.

UP Education Network is setting a new bar for excellence within the district context, demonstrating best educational practices, and working towards the eventual elimination of failing schools from the communities in which it works. NewSchools Venture Fund named UP Education Network the 2013 U.S. Education Reform Organization of the Year.

How and Why UP Education Network was Selected. The founding team believes that the enormity of the task of transforming a struggling school into an excellent school—and thereafter sustain its success—requires the resources, experience, and expertise of a school management organization. The Massachusetts organization with the most success in transforming low-performing schools into high-performing schools is UP Education Network. Moreover, the educational philosophies of UP Education Network, as well as the key design elements of the schools it manages, align closely with the proposed philosophies and design elements of UP Academy
Charter School of Springfield. The founding team and leaders of Springfield Public Schools are highly confident in the entity’s ability to deliver extraordinary operational and educational management of UP Academy Charter School of Springfield.

**Relationship between Board of Trustees and UP Education Network.** To be clear, if the application for UP Academy Charter School of Springfield is approved, the founding board of trustees will make a critical independent decision on whether to enter into a contract with UP Education Network.

To the extent to which a contract is established, it will be the board’s responsibility to oversee the work of UP Education Network, and to hold the entity accountable for successful school management. In this relationship, the board would retain its critical governance role. For example, the Board of Trustees would have the ultimate responsibility for establishing the school’s budget. UP Education Network would be involved in both the development of the budget and general financial oversight of the school. Financial updates would be reported to the Board on a quarterly basis.

Regarding oversight of the school, the Board would authorize UP Education Network to undertake specified managerial functions at UP Academy Charter School of Springfield. The authority granted would be exercised in a manner consistent with the school’s charter and bylaws; UP Education Network would remain accountable and subject to the oversight of the Board, the Authorizer and State authorities, as provided for in the management contract and by law. Of particular note, the Board would not abdicate its legal or fiduciary responsibilities as the entity holding the charter, and the Board would have the ultimate responsibility for determining the school’s curriculum.

The Board would develop internal controls, including a plan to monitor the performance of UP Education Network and to hold the entity accountable. Specifically, the Board would formally review the overall performance of UP Education Network no less than once per year. The Board would assess the extent to which the school was making reasonable progress toward achievement of the goals and objectives outlined in the Accountability Plan. The Board would retain the right to terminate the management contract if the school was not making such reasonable progress.

**C. MANAGEMENT**

(1) **School Management Structure**

In its initial year, UP Academy Charter School of Springfield intends to serve up to 800 students in grades 6-8. For the purpose of this application, we assume a student enrollment of approximately 650 students and a school staff (excluding custodians and food service staff) of 69 adults. These staff members will include a leadership team comprised of one Principal, one Director of Operations, three Deans of Curriculum and Instruction, and two Deans of Students. Additional team members would include core subject teachers, special education teachers, ESL teachers, specials teachers, a high school placement advisor, resident teachers, related service providers, a nurse, a counselor, and two office staff members. (See full staffing chart below.)

The Principal and the Director of Operations will serve as Co-Leaders of the school. The management of the Principal and Director of Operations are described elsewhere in the application. All of the Deans would report directly to the Principal. The school’s leadership team, inclusive of the Principal, Director of Operations, and all Deans, meet one or two times weekly during the school year in addition to daily meetings during July and August. The leadership team is in constant communication informally and via email.

All teachers, the related service providers, the nurse, and the counselor would report to the Deans of Curriculum and Instruction. The office managers and the special projects coordinator would report to the Director of Operations.

*Note: For additional clarity, please find a school organizational chart in the appendix. Given that the school will open at full enrollment, the single chart captures the initial and ongoing organizational structure.*

(2) **School Leadership Roles and Responsibilities**

Given that we are proposing for the school to be managed by UP Education Network, the school would intend to leverage UP Education Network’s very detailed approach for division of responsibilities between and among school leaders and network team members. We’ve described this division of roles and responsibilities below across several functional areas.

**Curriculum & Instruction:** The network Chief Academic Officer is responsible for setting the instructional vision for what excellence looks like in our schools and classrooms. This includes setting clear goals and benchmarks for student achievement and teacher skill. Additionally, the network academic team builds the instructional model for strong teaching and learning in all content areas and for serving students with disabilities and English Language Learners. The principal is responsible for implementing the academic vision for the school; leading and managing the design of instructional materials (including lesson plans, formative assessments, etc.); and building the academic calendar for their school.

**Student Achievement:** The principal is responsible for managing execution and talent to reach goals related to student performance. Principals are responsible for supporting teams, departments, and individuals to set aligned goals and to measure progress on
benchmark assessments. Principals, with the coaching and support of network staff, are responsible for progress monitoring and course corrections.

**Professional Development:** The principal and leadership team are responsible for on-going coaching cycles, summer training, and weekly professional development for all school staff. Deans of Curriculum and Instruction are responsible for on-going coaching cycles of all school staff. The Principal is responsible for on-going coaching cycles with Deans of Curriculum and Instruction and Deans of Students. The Director of Operations is responsible for the coaching and feedback cycles for all operations staff. The Network team convenes an annual summer summit for all UP Education Network staff. Additionally, the Network provides monthly coaching and support to principals, Deans of Curriculum & Instruction, and Deans of Students.

**Culture:** Deans of Students are in the primary role of building the vision and implementing the vision for culture for their school teams. School-based teams, including the Principal, the Dean of Students, and the Director of Operations, along with the full school staff, will manage the majority of family relations and communications. The Director of Operations is responsible for procuring uniforms for the school (if families do not buy directly from the vendor) and ensuring that families have access to uniforms – including at family orientation - and that proper distribution channels are in place.

**Staffing:** The Network’s Chief Talent Officer and her team will coordinate all staff recruitment efforts, including but not limited to cultivation efforts with partner groups, coordinating involvement of school leadership teams in outreach events, posting of available opportunities, initial phone screens, scheduling of follow-up interviews, and all other cultivation and staff recruitment activities. The Principal and the Director of Operations will meet with the Chief Talent Officer or her designee as frequently as weekly to identify and describe the most likely hiring needs of their school. The members of the school’s leadership teams will be regularly generating candidate leads and participating in staff recruitment and outreach events. After candidates make it beyond a specific stage of the hiring process, the school-based team will conduct interviews and observe sample lessons of the candidate to inform their hiring decision. Hiring managers (e.g., DCIs) will be the key point people on recommending action on all candidates, but the Principal and Director of Operations will have the final say on all hiring. In situations of shared service providers, principals will meet with strong candidates after they have been interviewed by the Network Director of Special Education.

**Fiscal Planning:** The school’s Director of Operations makes active budget management recommendations (i.e. cuts, additions, re-allocations) to ensure that school resources are always well aligned to the school’s priorities. The Director of Operations manages day-to-day financial operations in compliance with the school’s fiscal policies & procedures. This includes but may not be limited to: invoice processing and correct coding, preparing deposit packages, processing employee expense reimbursement requests, ensuring 30B procurement regulations are being followed, and preparing a weekly package for the Network’s Chief Financial Officer. Monthly, the Director of Operations reviews financial statements that have been prepared by the Chief Financial Officer. Additionally, the Chief Financial Officer will provide advisory support to the Principal and Director of Operations on budgetary and financial matters, when requested. Monthly, the Chief Financial Officer meets with the school DOO to review financial statements, budget to actual performance, and a forecast for the year.

**Operations:** UP Education Network will work with school leaders to identify the SIS system(s) which best meet the needs of the individual school and the network. The school Director of Operations will oversee all day-to-day SIS management. The DOO will ensure that school equipment (i.e. laminating machine, copier machines, fax machines, phones, postage meters, etc.) is always in working order, that clear instructions for operating this equipment. UP Education Network will not play a significant role in day-to-day management of office supplies and school equipment at its network schools. The Director of Principal Leadership will provide advisory support to the Principal on student testing, and Principals or their designees will manage all testing administration. The UP Education Network Director of School Operations leads the process to coordinate transportation planning (e.g., arrival and dismissal times) and food service planning (e.g., breakfast and lunch distribution plans) with the district in the spring for the subsequent school year. The school’s DOO will manage day-to-day transportation and food service coordination with the district.

**School Leadership.** The Founding Team has not yet identified the school leader for UP Academy Charter School of Springfield, and this is one of the primary reasons we are proposing to open the school in fall 2016. As described below, the proposed founding Board of Trustees of UP Academy Charter School of Springfield intends to contract with UP Education Network to provide management services for the school. UP Education Network would be deeply involved in the search process for school leadership.

UP Education Network’s Chief Talent Officer, in cooperation with UP Academy Charter School of Springfield’s proposed Board, will develop a set of key school leadership competencies that will be used to identify possible Principal candidates. The competencies that are likely include the candidate’s abilities to:

1. Act Strategically (Achievement Orientation; Strategic Focus and Resource Allocation; Influence; Change Management; Crisis Management)
2. Lead People (Team Leadership and Management, Individual Management, Communication, School Presence and Accessibility)
3. Reflect on Self (Self-Awareness, Growth Mindset, Mental Toughness, Executive Presence, Cultural Competence)
4. Build Community (Vision Setting, Family Engagement, Student Expectations and Routines, Joyful Learning Environment)
Recruitment and Hiring of Other Instructional Leaders (DCIs). Our school model relies on Deans of Curriculum and Instruction (DCI), all of whom report to the Principal, for additional instructional leadership in the school. An ideal DCI for UP Academy Springfield will meet the following qualifications: a proven track record of high achievement as a teacher at a high-performing urban public school; experience as a teacher leader and/or instructional coach at a high-performing urban public school; an ability to critically analyze academic and cultural data and build action plans to improve performance; an exceptional ability to align curriculum to Common Core standards; a passionate belief in UP Academy’s mission, values, and educational model; a sense of humility; a Master’s degree; a valid Massachusetts Principal/Assistant Principal License for the appropriate grade-level; and an eagerness to accept and implement feedback.

The school would intend to work close with UP Education Network to fill these roles. UP Education Network would intend to use its resources to broadly advertise for the position of Dean of Curriculum and Instruction (DCI) of UP Academy Charter School of Springfield. The non-profit organization has a very strong record of generating numerous high-quality instructional leadership candidates from within the communities it works and from across the country. One critical pool of potential applicants would come from within UP Education Network’s schools.

Applicants will submit a resume to UP Education Network for consideration for this position, and qualified applicants will receive a formal interview. After the screening process, qualified candidates will complete performance tasks based on the core evaluation competencies determined as selection criteria. The leaders of UP Academy Springfield and UP Education Network would score these tasks and debrief the candidate about the strengths and weaknesses of his/her performance. The selection team would then request references from the final candidates and UP Education Network would screen professional references before extending an offer to any candidate.

Evaluation of Administrators. UP Education Network intends to use network-wide tools and process for the performance evaluation of UP Academy of Springfield administrators that align with the UP teacher evaluation process (see section: Teacher Performance Evaluation process for a listing of process steps) and DESE educator evaluation regulations. Administrators that hold a state-issued certification for their position, including Deans of Curriculum and Instruction and the Principal, will be managed and evaluated by an appropriately certified staff member.

UP evaluates administrator performance against a series of competencies. These competencies are translated to the state Standards and Indicators of Effective Administrative Practice for certified staff. Certified administrators will receive ratings on the four state standards and overall; non-certified administrators will receive ratings in each of the five UP competency clusters.

For clarity purposes, the DCIs and Deans of Students will all be managed by the Principal, as detailed elsewhere in the application.

Attracting, Developing and Retaining a Leadership Team. UP Academy Springfield’s Principal and Director of Operations, with support from UP Education Network, will work relentlessly to attract, develop, and retain an effective leadership team.

UP Education Network would be deeply involved in the search process for all members of the leadership team. UP Education Network would broadly advertise all leadership positions and work to generate applications from within the communities it works as well as nationally. UP Education Network would support UP Academy Springfield’s Principal and Director of Operations in all aspects of the selection process, ensuring high quality candidates are joining the leadership team of UP Academy Springfield.

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UP Academy Springfield’s leadership team will receive professional development from the Principal. The Principal, will assess the professional development needs of the school’s Deans of Curriculum and Instruction and Deans of Students. These needs are determined through dialogue with the respective Deans as well as through observation. Based on those assessments, the Principal and respective member of the Leadership Team will develop year-long goals based on the core evaluation competencies for the respective position. The Principal and respective member of the Leadership Team will then design an individualized professional development plan. The Principal will support members of the Leadership Team with individual check-ins, co-observations and feedback sessions, and other professional development opportunities identified by the Principal. In addition, given that we are proposing that the school be managed by UP Education Network, the Deans would be able to benefit from expertise and development from other Deans across UP’s network. In subsequent evaluation cycles, the Principal and respective member of the Leadership Team will be able to continuously develop new goals for the Leadership Team member to meet based on his/her end of year evaluation. This cycle of development and feedback will ensure a high retention rate for UP Academy Springfield’s Leadership Team.

(3) Human Resources

Qualification and Attributes of Ideal Teachers. An ideal teacher for UP Academy Springfield will contain the following qualifications and attributes: A passionate belief in UP Academy’s mission, values, and educational model; an eagerness to set ambitious, challenging, and tangible goals, and a relentless drive to achieve them; an ability to thrive in a fast-paced, entrepreneurial environment and a capacity to remain calm and focused when faced with unexpected challenges; a proven track-record of high achievement; excellent interpersonal and communication skills, including strong public speaking skills; a sense of humility in the face of success; a drive to improve the minds and lives of students in and out of the classroom; a Bachelor’s degree, Master’s degree is preferred; a valid Massachusetts Teaching License for the appropriate grade level; an ability to meet all state and federal guidelines in order to be fully licensed and "Highly Qualified" according to NCLB; and current authorization to work in the United States – a candidate must have such authorization by his or her first day of employment.

Staff Recruitment. UP Academy Springfield believes that great teaching is the foundation from which we will achieve strong results. To that end, UP Education Network and UP Academy Springfield will invest heavily in efforts through which they will recruit, screen, select, and yield the strongest individuals to join the school.

UP Education Network and UP Academy Springfield will work with local and national non-profits, colleges and universities, community organizations, and strategic partners to build the pipeline through which strong applicants will apply to the school. It is critical to the success of the school that we strategically recruit individuals from within SPS and from outside of the district. 100% of the teachers currently working within the existing Springfield Public School to be restarted as UP Academy Springfield will be invited to apply for positions at UP Academy Springfield. We aim to respond to 100% of applicants within a week of receipt of their application materials. UP Academy Springfield has the following staff diversity goals in place: we strive for 33% of new hires to be people of color, 30% of new hires to be male, 30% of new hires to speak a language other than English that mirrors languages spoken by our student population, and 30% of new hires to have 5 or more years of experience. Candidates who are not viable will receive email notification alerting them of this decision. Candidates who seem viable after their resumes have been reviewed will be invited to complete a phone interview. Following the phone interview, strong candidates will be invited to more detailed interviews. Most candidates will interview with the Principal once on the phone and once in person (including a sample lesson) before references are checked and an offer is made. It is the discretion of the Principal to determine what steps are necessary in order for the best hiring decisions to be realized. No offers of employment can be made without at least one reference being officially checked. We aim for more than 90% of the individuals who receive offers from the school to accept those offers and begin employment at the school in the summer of 2016.

Staff Retention, Advancement, and Compensation. In an effort to retain and develop strong teachers, UP Academy Springfield will adopt a robust system through which teachers are promoted and incentivized to continue developing that was established at UP Academy Boston. Teachers will hold one of four different professional distinctions: Teacher, Mentor Teacher, Lead Teacher, or Senior Lead Teacher. Teachers will be promoted based on measurable means; namely student academic data, evaluations, and experience. The school will strategically reward and retain staff by offering targeted weekly professional development and opportunities throughout the year for teachers to meet with their managers regarding their own development.

Typical Teaching Program. Core Subject Teachers (Middle School, Grades Determined by Principal/ Director of Operations): Except in rare circumstances, English Language Arts, Math, Science, and Social Studies teachers will be expected to teach no more than sixteen 50-minute subject area class periods during a typical week (Monday through Friday). Three days per week, these teachers will teach four class periods, and two days per week, these teachers will teach two class periods. Except in rare circumstances, these teachers will not be expected to instruct students for more than one hundred consecutive minutes. Core Subject Teachers will be expected to facilitate up to two 50-minute tutoring sessions each week.

During a typical Monday-Friday week, English Language Arts, Math, Science, and Social Studies teachers will have one block of time equal to three consecutive academic class periods during which they have no specific classroom teaching responsibilities. Teachers may use this time to plan, grade, collaborate with their colleagues, etc. Teachers may be asked to perform some duties during this time. Except in rare circumstances, English Language Arts, Math, Science, and Social Studies teachers will not have a student
 caseload that exceeds fifty-six (56) students at any given point in the academic year. Core Subject Teachers will be expected to teach (or co-teach, with no more than one other staff member) one enrichment course each academic year.

**Staff Working Conditions.** Above all else, UP Academy Springfield believes that the staff members of UP Academy Springfield are professionals and deserve working conditions that reflect the professional nature of their jobs. UP Academy Springfield believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of staff members are not mutually exclusive. UP Academy Springfield is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

Per UP Academy Springfield’s draft Memorandum of Understanding with the SEA, SAA, Union, UFCW and Federation collective bargaining units and/or UP Academy Springfield’s work with the Massachusetts Department of Elementary and Secondary Education, the provisions in the SEA, SAA, Union, UFCW, and Federation Contracts that address working conditions for staff members shall not apply to staff members employed at UP Academy Springfield. Rather, the 2016-17 working conditions for all UP Academy Springfield staff members will be specified no later than April 1st each year (for the subsequent academic year). Staff members selected to work at UP Academy Springfield are voluntarily electing to work at the school by signing the Working Condition Acknowledgement Form that describes the anticipated working conditions for the upcoming academic year.

UP Academy Springfield’s working conditions, teaching program of typical teachers, compensation packages (including base salaries), professional development program, and evaluation processes (and evaluation tools) are described in detail in the respective Type B MOUs.

Examples of key provisions of the proposed (Type B) MOU with the Springfield Education Association are:

- SEA employees shall receive, at a minimum, the salary and benefits established in the salary scale34 in “Article 27: Compensation” of the SEA Contract (the “Contract”), subject to possible upward adjustments as set forth below. SEA employees shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.
- UP Academy Springfield has the sole discretion to select the staff for any and all positions at the school. UP may select staff for SEA positions at the school without regard to seniority within the SEA or past practices between the Springfield School Committee and the SEA. UP Academy Springfield may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. SEA staff shall not have attachment rights to any position at the school and the Principal may unilaterally transfer any SEA staff member to another position provided that the SEA staff member is properly qualified.
- The SPS agrees that any and all hiring and dismissals of staff for UP Academy Springfield will be processed in a timely manner through the SPS Department of Human Resources. UP Academy Springfield shall provide the SPS Department of Human Resources and Department of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.

The information that follows represents UP Academy Springfield’s vision for the working conditions that will be described in the school’s initial Working Conditions Acknowledgement Form. This information is subject to change prior to July 1, 2016.

The standard workday for SEA and Federation staff members during a school day will be nine hours. For the majority of SEA and Federation staff members, required hours will approximate 7:15am–4:15pm. While some SEA and Federation members may be asked to work a different schedule to accommodate school programming, required hours will never exceed 45 hours per week.

SEA and Federation staff members employed at UP Academy Springfield will be provided access to a laptop or desktop computer; a personalized email account; and a personalized voice mailbox, as well as other essential items and conditions that the Principal/Director of Operations believe will support their fulfillment of professional responsibilities at the school.

The term of employment will be August 1, 2016, through July 31, 2017, and will include the following:

- Up to 20 days of professional development and planning time, with each day including up to eight hours of professional development and/or staff planning time;
- Up to 185 school days;
- Up to 5 days of professional development and planning days after the school year begins, with each day including up to eight hours of professional development and/or staff planning time; and
- Up to 2 days following the last day of school for students.

UP Academy Springfield school leaders will develop the schedule for utilization of all professional development and planning days, both prior to and throughout the academic year.

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34 Salary scale will be adjusted based on any changes resulting from the next round of SEA negotiations.
For Deans of Students and Deans of Curriculum and Instruction (SAA members) the standard workday during a school day is expected to be ten hours. For the majority of SAA members, required hours will approximate 7:00am–5:00pm. All school-based SAA members are to be available at least during the normal working day and at any time before and after these hours that are reasonably necessary to adequately complete their administrative duties, such as being available to students and parents and attending appropriate meetings. The Dean of Family and Community (an SAA member) will work 10 hours per day, but her/ his schedule will likely be adjusted and will approximate 9:00am-7:00pm. While some SAA members may be asked to work a different schedule to accommodate school programming (e.g., Saturday programming), required hours will never exceed 50 hours per week.

These employees follow the vacation schedule used by SEA employees working within their school. They also receive 2 weeks of vacation time between the end of one academic year and the start of another. Between the last day of school in June and the first day that SEA staff members arrive for Professional Development in August, SAA members are expected to work a full-time schedule (approximately 45 hours per week). During this time span, SAA members are entitled to two weeks of paid vacation.

For Office Staff (Union members) and Nurses (UFCW members) the standard workday during school days will be nine hours. The standard workday for Union members during non-school days will be eight hours. The Principal/ Director of Operations has discretion to adjust these hours to meet the needs of the school, but Union and FCW members’ required hours will rarely exceed 45 hours per week.

In the case that a Union or UFCW member begins work at UP Academy after July 1, that individual’s additional work days will be pro-rated based on his/ her start date in relation to the July 1st date. These employees follow the vacation schedule used by SEA employees working within their school. They also receive 2 weeks of vacation time between the end of one academic year and the start of another. Between the last day of school in June and the first day that SEA staff members arrive for Professional Development in August, Union and UFCW members are expected to work a full-time schedule (approximately 45 hours per week). During this time span, Union and UFCW members are entitled to two weeks of unpaid vacation.

**Salary Determination.** Every teacher earns, at a minimum, his or her base salary under the Springfield Education Association (SEA), or Springfield Federation of Paraprofessionals (Federation) scales. The Principal reserves the right to consider the inclusion of teaching experience outside of the SPS system and other professional experience when placing an UP Academy Springfield teacher on the SEA or Federation scale.

Every school leadership member, administrator, and non-instructional staff member earns, at a minimum, his or her base salary under the Springfield Administrators’ Association (SAA), American Federation of State, County and Municipal Employees (Union), or Springfield Public Health Nurses, Professional and Health Care Division, United Food and Commercial Workers Union (UFCW) scale. The Principal reserves the right to consider the inclusion of experience outside of the SPS system and other professional experience when placing an UP Academy Springfield leadership member, administrator, or non-instructional staff member on their respective union scale.

Teachers receive their base compensation as determined by their professional distinctions. For teachers already working within SPS, the school will pay according to the next step on their respective salary scales. SPS acknowledges up to twelve years of experience teachers have gained from outside of said host district. The school will acknowledge years working in administration as equal to years working as a classroom teacher. If an individual has taught more than twelve years outside of SPS, the school will acknowledge a half-year for each additional year taught.

**Staff Evaluation.** At UP Academy Springfield, we know that great staff members are the single most important factor in ensuring a school is successful. We strive to create a culture of continuous improvement in our schools, where staff members and school leaders can learn and grow together to improve the performance of students, staff, and the school as a whole. The school leaders endeavor to connect staff members to opportunities for professional growth within the school and across UP Education Network; school-based performance evaluation and coaching are critical to this effort. Deans of Curriculum and Instruction (DCI), and Deans of Students will be primarily coached and evaluated by the Principal. Teachers and student support staff (such as the nurse and counselor) will be primarily coached and support by the DCIs. The Office Staff and Special Projects Coordinator will be primarily supported and evaluated by the Director of Operations. The Director of Operations and the Principal will be primarily coached and supported by members of the UP Education Network team and the Board.

UP Academy Springfield provides excellent, individualized, and relevant professional development for all staff members so they can effectively contribute to achieving the mission while fulfilling their professional goals. UP Academy Springfield holds itself accountable to this standard through 360 degree feedback that allows all employees to provide input on the quality of their professional development.

UP Academy Springfield is committed to the continued professional development of all employees. To that end, the school has developed a performance evaluation and coaching process based on a defined set of competencies to be used for all school staff members. UP’s performance evaluation tools and process aim to:

- Systematically support all school staff members, regardless of experience and role, in their professional growth;
• Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
• Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status

UP Academy Springfield considers its coaching and feedback structure to be at the core of its professional development. In addition to individual coaching, there are opportunities for whole-school, department, grade level, and/or cohort professional development initiatives. UP Academy Springfield’s goal is to achieve an environment of open, two-way communication; there should be no surprises on the performance review. The school’s Performance Management process consists of the following components:

1) Goal Setting. Individuals self-assess on each of the UP Academy Springfield competencies. When possible, they reflect on last year’s performance and student outcomes and use these data and their managers’ feedback to identify priorities for the coming year. They set two to three goals—at least one outcome-related goal (student outcomes for instructional staff, operational or other outcomes for non-instructional staff) and at least one around an UP competency where they would like to focus their professional growth. These ambitious, realistic goals are the basis of individualized Professional Growth Plans that align manager support with employee learning. Employees with ratings from the previous year of proficient or exemplary take the lead in crafting their Professional Growth Plans; managers more tightly direct plans for new employees or those with performance areas in need of improvement.

2) Coaching. The goal of coaching is to provide frequent, actionable feedback to help employees improve their practice. The Principal and Deans of Curriculum and Instruction are the primary coaches for teachers. Mentor Teachers will also conduct teacher observations and give feedback to teachers. Coaching is informed by quick hit observations (5 minutes) and coaching observations (15 minutes), which occur at least every other week. Observers will deliver feedback in person or by email as soon as possible after observations. Employees in other roles will have check-in meetings at least twice a month with their managers or designees where they will receive coaching and support.

3) Performance Check-In. Individual employees have performance check-ins with their managers between goal setting and evaluations. During check-ins, employees receive interim feedback on their performance and they have an opportunity to provide upward feedback to their managers. The performance check-in is also an opportunity to discuss progress toward goals and problem-solve around obstacles to achieving these goals.

4) Mid-Year Evaluation. Individual employees receive a mid-year formative evaluation of their performance. These evaluations are informed by individualized Professional Growth Plans, observations, coaching, and performance check-ins that occur prior to the mid-year evaluation meeting. Managers rate employees’ performance against each UP Academy Springfield competency and translate these competency ratings to the MA Standards of Effective Teaching or Administrative Practice as appropriate.

5) Year-End Evaluation. Individual employees engage with managers in a year-end summative evaluation, which includes a rating of their performance and upward feedback to managers. Managers reevaluate employees’ performance on each of the UP Academy Springfield competencies based on additional evidence gathered between the mid-year and year-end evaluations. If an employee receives a proficient or exemplary rating during the mid-year evaluation, that rating may carry forward to the year-end evaluation, but managers can choose to reassess any or all competencies for the year-end evaluation.

Performance Interventions. When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.

Intended Relationship Between Charter School and Staff. Please see Type B MOUs in the appendix.

Staffing Chart. Below, please find a staffing chart. Note that the actual staffing chart will be modified once we learn the identity of the school to be restarted based on school size and student need.
Facilities to be Provided by Local District.

We will work with SPS to ensure the facility is accessible to all students, staff, parents, and members of the general public who may require analysis of the existing and anticipated school population – again, based on the identification of the school to be restarted. Additionally, it is likely that additional special education service providers will be part of the team, but this will require analysis of the existing and anticipated school population – again, based on the identification of the school to be restarted.

A staffing “narrative” is included elsewhere in this application. The above table is based on the anticipation that each grade level will have four cohorts of two homerooms each. Each cohort is assigned a math teacher, an ELA teacher, a science or history teacher (depending on the part of the year), and the appropriate special education, ESL, and support staff. This basic staffing model is utilized at UP Education Network’s other middle schools – it is well-received by teachers, students, and families, and it has been shown to help deliver immediate academic results.

Please note: the above table (inclusive of 69 positions) does not include the custodial or food service staff, which are integral to the high functioning of the school. It is hard to estimate the number of individuals in these positions until we know the identity of the school to be restarted. Additionally, it is likely that additional special education service providers will be part of the team, but this will require analysis of the existing and anticipated school population – again, based on the identification of the school to be restarted.

D. FACILITIES AND STUDENT TRANSPORTATION

Facilities to be Provided by Local District. UP Academy Springfield will provide appropriate facilities and transportation services to serve its student population and ensure that it meets applicable state and federal requirements.

UP Academy Springfield will be located in a TBD current middle school facility in the city of Springfield. The facility will be available for occupancy by UP Academy Springfield personnel no later than July 1, 2016. The details of the relationship between the Board of UP Academy Springfield and Springfield Public Schools, as it relates to the facility, are described in the Type A MOU in the appendix. Renovations deemed necessary by SPS will be financed by SPS via the annual capital budget it receives from the City of Springfield.

We will work with SPS to ensure the facility is accessible to all students, staff, parents, and members of the general public who may be physically challenged.

Finance and Budget Plans for Facility. Because a facility will be provided by SPS, UP Academy Springfield does not currently have the need to developing financing plans for facilities acquisition. As previously mentioned, facility renovations deemed necessary by SPS to meet local building requirements and accessibility requirements will be financed by SPS via the annual capital budget it receives from the City of Springfield. If UP Academy Springfield determines that additional renovations are needed, these renovations would likely be minor in nature, e.g., cabinet repairs and minor painting jobs. We have currently built into the 2016-2017 school budget $40,000 for said minor renovations.
**Student Transportation Services.** Student eligibility for transportation services will be determined using the same criteria used by SPS for all other middle school students.\(^{35}\) Transportation will be provided to any 6-8 grader who lives more than 2.0 miles away from UP Academy Springfield’s school building.\(^{36}\) In addition, door-to-door transportation will be provided to students with disabilities if required in their IEP. Families will receive notice from SPS of their child’s eligibility for transportation and, if applicable, the bus-stop location, time of pick-up and drop-off, and appropriate bus number(s). In addition, parents in Springfield can log-in to the Springfield Public Schools website to review bus route information for their school. Bus service for eligible students will be provided by yellow school bus.

Enrollment in Springfield Public Schools is currently determined by residency and street address. For example, in school year 2012-2013, Springfield was divided into seven different geographic zones, with families living in each zone assigned to a specific middle school.\(^{37}\) We intend to replicate these neighborhood-based enrollment patterns at UP Academy Springfield through targeted student recruitment work. However, in the case that a student enrolls from elsewhere in the city, we are confident that Springfield has the capacity to serve the student. SPS has the transportation infrastructure to ensure that all students, regardless of the neighborhood in which they reside, can receive bus transportation to their assigned school if they live more than 2.0 miles from that school (for students in grades 6 and above). In addition, SPS has experience coordinating their services with other district-wide schools, namely the five district-wide Commonwealth charter schools located in Springfield.\(^{38}\) UP shall make reasonable efforts to recruit and retain students from the neighborhood of the school, especially those who are walkers.

**Transportation Services for Students Who Are Physically Challenged.** Students with disabilities may receive corner-to-corner service or door-to-door service from SPS, as specified in their IEP. UP Academy Springfield will also determine eligibility for transportation services for students with severe medical or physical conditions which prevent them from walking to school on a case-by-case basis, using the SPS standard policy.

### E. SCHOOL FINANCES

Having the capability to manage school finances is essential for accountability and organizational viability. Comprehensive financial planning is an indispensable tool for successful charter school planning, program implementation, and the monitoring and evaluation of resource allocations. In this section, we ask applicants to describe their fiscal policies and procedures; complete a three year operating budget and a first year cash flow projection; and provide a descriptive budget narrative. The school finances narrative and budget should demonstrate knowledge of the practical matters relevant to the operation of a school.

#### (1) Fiscal Management\(^ {39}\)

**Systems and Procedures for Managing School Finances.** We believe that strong financial management is a critical component of a school’s success. To ensure strong financial management, we will put in place the following governance structure:

**Board:** UP Academy Springfield’s Board will have primary responsibility for financial oversight of the school. UP Academy Springfield’s Board, including the Treasurer and the Board’s Finance Committee, will work with the school’s Director of Operations and the Finance Team at UP Education Network to develop and refine financial management systems and structures that enable the Network to operate schools within the Springfield Public Schools system sustainably and efficiently.

**Finance Team, UP Education Network:** As a service to the school, UP Education Network employs the following individuals: a Chief Financial Officer, Elizabeth Reid, who has over twenty years’ experience as a CFO primarily in the education sector, and holds a BA from Brown University, an MBA from Yale, and a Masters from the University of Pennsylvania; a Director of Finance, Elizabeth Stasiowski, who has leadership experience in financial management and holds a BA from Boston College, MSW in non-profit management and leadership from Boston University; and two Finance Analysts, Cynthia Beltre, who holds a BA from Simmons University, and Rachel McMorris, who holds a BA in Finance from the University of Pennsylvania. All members of the Finance Team have demonstrated professional experience in finance and accounting. The Finance Team will work with the school’s Director of Operations and the Board’s Finance Committee to develop UP Academy Springfield’s financial policies and procedures manual, in accordance with the Massachusetts Charter School Recommended Fiscal Policies and Procedures Guide from DESE. The manual will include the school’s processes and systems for ensuring financial decisions are based on accurate information and financial actions are properly budgeted and reported. The school’s financial policies will include: 1) the timely recording of all transactions, receipts, payroll, and other disbursements; 2) regular reconciliation of all key accounts; and 3) the preparation of a monthly financial report for

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\(^{35}\) SPS will accommodate UP’s particular school day and school year, as stated in the Type A Memoranda of Understanding.

\(^{36}\) Please see [http://www.sps.springfield.ma.us/bus/faq.asp](http://www.sps.springfield.ma.us/bus/faq.asp) for more information regarding eligibility for transportation in Springfield Public Schools.

\(^{37}\) Please see [http://www.sps.springfield.ma.us/sas/content/MAP_MSBOUNDARIES.pdf](http://www.sps.springfield.ma.us/sas/content/MAP_MSBOUNDARIES.pdf) for more information.

\(^{38}\) The five schools include: Baystate Academy Charter School, Martin Luther King Jr. Charter School of Excellence, Phoenix Academy Public Charter High School, SABIS International Charter School and Veritas Preparatory Charter School.

\(^{39}\) Please refer to the Department’s [Recommended Fiscal Policies and Procedures Manual](http://www.doe.mass.edu/charter/finance/auditing/), available online at [http://www.doe.mass.edu/charter/finance/auditing/](http://www.doe.mass.edu/charter/finance/auditing/).
the school’s management and Board that includes: a current balance sheet, a summary and detail-level income statement, a statement of cash flows and a financial forecast. The Finance Team will be responsible for executing many procedures outlined in this manual, including procedures related to: coordination of payroll systems with SPS, management of the school budget process, monitoring and developing monthly statements, and preparing annual budgets. The Finance Team will also ensure that all financial reporting requirements are complete, including the Annual Report, with year-end financial statements, and quarterly and monthly financial statements and analysis. At the end of each fiscal year, the Finance Team, as a service to the school will coordinate the annual audit process. They will work with the Board, as well as with the Principal and Director of Operations, as needed, to complete the tasks required by the auditors and serve as the main point of contact for the auditors.

**Director of Operations**: The school’s management structure will include a Director of Operations who will have demonstrated management and organizational skills, excellent communication skills, and leadership experience, preferably within the non-profit or education sector. The Director of Operations will have responsibility for the day-to-day management of the school’s finances and will work with the UP Education Network CFO, Director of Finance, Board Treasurer, and the Principal to develop UP Academy Springfield’s financial policies and procedures manual, in accordance with the Massachusetts Charter School Recommended Fiscal Policies and Procedures Guide from the DESE. The Director of Operations will be responsible for executing many procedures outlined in this manual, including those related to: procurement of services and supplies; cash-flow management and payment of accounts; and monitoring of the school’s budget. The Director of Operations will meet at least bi-weekly with UP Education Network’s Finance Analyst and/or Director of Finance to review the school’s finances and ensure that all spending complies with the school’s financial management policies and procedures and with approved budgets. The Director of Operations will be responsible for and evaluated on his/her ability to keep actual expenses within the school’s budgeted expenses.

**External Accountant**: In addition, UP Education Network maintains a contract with Insource Services (Insource), to utilize the services of a non-profit finance expert to serve as a financial advisor. UP Education Network and its network schools have worked with Insource since 2011 and have found their work to be thorough and professional. The Insource accountant serves as a consultant to the Director of Finance in the preparation of monthly statements and coordination of the school’s annual audit.

**QuickBooks**: UP Academy Springfield will also use QuickBooks, industry standard accounting software, to maintain financial records. Only the Chief Financial Officer, Director of Finance, Finance Analysts and Insource will have access to QuickBooks. The software is hosted by Insource, and all financial records will be backed up weekly and stored off-site. The Finance Committee will annually review the school’s software needs related to financial management. UP Academy Springfield will also maintain detailed inventory records, including a record of capital and non-capital assets, and will perform annual physical inventories of capital assets. Finally, the Principal, Director of Finance, and Board Treasurer will serve as the authorized check signers for all school accounts. Checks in amounts less than $5,000 will require one authorized signer, while checks in amounts greater than or equal to $5,000 will require two authorized signers.

**Policies to keep Board Informed of School’s Finances.** The Board will utilize the following fiscal controls and financial management policies to remain informed regarding the school’s financial position:

- **Approval of the school’s Fiscal Policies and Financial Procedures Manual.** The Board will have final approval of this manual, to be developed by the Finance Team and the Director of Operations.
- **Review of quarterly financial statements.** The Board will review UP Academy Springfield’s financial statements at no less than quarterly intervals; these statements will include a balance sheet, income summary, detailed statements that compare actual versus budgeted expenses, statement of cash flows, and financial forecast.
- **Bi-Monthly meetings with Treasurer and Finance Committee.** The Board’s Treasurer and Finance Committee will meet bi-monthly or no less than quarterly with the Director of Operations and Finance Team to review the school’s financial records, including the most recent reconciliation of accounts, and to present a variance report of actual versus budgeted expenditures. These variance reports will be emailed to the Board on a bi-monthly basis.
- **Annual budget approval.** The Board will review and approve the school’s annual budget each year. In the third quarter of each fiscal year, the Director of Operations and the Principal, with the support of UP Education Network, will prepare and propose a detailed annual budget for the following fiscal year to the Finance Committee that includes appropriate financial forecasts. The Finance Committee will then present the draft budget to the Board for review and approval at the end of each fiscal year.
- **Annual report approval.** The Principal and Director of Operations, with the support of the Finance Team, will prepare an annual report at the end of each fiscal year. The report will be approved by the Board and include a year-end balance sheet, with budgeted versus actual income and expense analysis.
- **Audit compliance.** The Board will work with the Chief Financial Officer to hire an external auditor and ensure that an annual audit is completed. The Board Treasurer and Chief Financial Officer, with support from the Finance Team, will prepare the management’s response to each audit finding.

**Processes to Track School Finances.** The Director of Operations will be responsible for overseeing the day-to-day management of the school’s finances, including tracking finances in order to maintain needed cash flow. The school will use the following systems and procedures to maintain needed cash flows:
• **General accounting practices.** To provide an accurate and timely record of financial transactions, the school will maintain accounting systems and records in accordance with generally accepted accounting principles and with the Massachusetts Charter School Recommended Fiscal Policies and Procedures Guide. The school will use QuickBooks, industry standard accounting software, to maintain financial records. The Finance Analyst, managed by the Director of Finance, will ensure that all accounting system entries are current, accurate and complete by maintaining original documentation (e.g., invoices, purchase orders) and referencing original documentation prior to entry in the accounting system. All entries will be made at least within one week of the accounting event. All accounts will be reconciled on at least a monthly basis. The Director of Operations and the Finance Team will meet monthly to review accounting practices and how transactions are being recorded in QuickBooks.

• **Cash management.** All deposits will be made at least weekly, and copies of all deposit checks and deposit slips will be made. The Director of Finance will reconcile all accounts monthly, including deposit receipts and credits reconciled to accounts receivables and bank deposit statements. Cash disbursements and check preparation will be delayed until the due date, with exceptions made for discounts for early payment where available. Separate duties (i.e., Finance Analyst prepares checks and the Principal signs checks) will be maintained wherever possible. In addition, cash disbursement records will be matched against accounts payables/invoice records periodically to check for any discrepancies.

• **Cash flow projections.** The Finance Team will also prepare monthly cash flow statements and financial forecasts, including projected cash flow needs. In addition, the school will establish internal control systems to monitor cash receipts and ensure that deposits are made on a weekly basis.

These procedures will also be outlined in the school’s fiscal policies and procedures manual. The Principal, Director of Operations, and Finance Team will review these procedures regularly to ensure they comply with the Massachusetts Charter School Recommended Fiscal Policies and Procedures Guide.

**Contingency Plans for Potential Budget Shortfalls.** UP Academy Springfield will approach budgeting conservatively and works closely with the Finance Team at UP Education Network to develop annual operating budgets. The school will include a reserve fund in the budget where possible in order to build up a cash reserve to draw upon in the event of budget shortfalls or cash flow challenges. Additionally, UP Education Network, as well as UP Academy Boston and UP Academy Dorchester would be able to extend a cash loan to the school in the event of a budget shortfall or cash flow challenge that could not be addressed with a budgeted reserve fund. The Board would have to vote to approve any loans between schools.

**Financial Arrangement with Local School District.** As is described in the attached Type A MOU, SPS agrees to provide UP Academy Springfield with a General Fund Allocation on an annual basis (see below for calculation of General Fund Allocation). The Board will then have the authority to determine how best to allocate these funds in order to further the school’s educational mission. The Board will review and approve an annual budget for the school prior to the start of each fiscal year that indicates how the Board and management intend to allot the funds from its General Fund Allocation. The General Fund Allocation will not be reduced if UP Academy Springfield receives additional funds from other sources independent of SPS.

In accordance with the requirements of all Springfield Public Schools, UP Academy Springfield shall deliver its plan for how it intends to use its General Fund Allocation to the Chief Financial Officer of the SPS (the “CFO”) in such form and time frame as s/he may reasonably specify, with a copy to the Springfield School Committee, in no case later than February 1. UP Academy Springfield will also notify the CFO of any amendments or modifications to this budget; however, failure to provide such notice will not limit the school’s budget authority or autonomy. SPS will withhold the next quarterly payment until UP provides the CFO with amendments or modifications to the budget. The CFO may also request, and UP Academy Springfield shall provide in response to any such request, additional documentation to support the school’s annual operating budget where needed. As an independent LEA, UP Academy Springfield will be responsible for applying for and accounting for any separate state or federal grants, including Title I, Title II-A, and IDEA.

By July 1 of each year, the CFO shall establish an operating account for UP Academy Springfield in the amount of the General Fund Allocation (the “UP Academy Springfield Account”). Only UP Academy Springfield’s Director of Operations or Principal and/or his/her designee(s) shall authorize expenditures from its operating account.

UP Academy Springfield will also establish and maintain a bank account under its exclusive control (the “UP Academy Bank Account”). SPS agrees to transfer any funds not allocated or budgeted for salaries or stipends from the UP Academy Springfield Account to the UP Academy Bank Account at least two times a year, with the first transfer coming no later than August 1. The first transfer will be based upon the difference between the total General Fund Allocation provided by SPS to UP Academy Springfield and an estimate of the amount of funds UP Academy Springfield anticipates spending on stipends and salaries. The second transfer will occur by January 31 and will only be necessary if there is an increase in the difference between the total General Fund Allocation provided by SPS to UP Academy Springfield and the estimated amount of funds the school anticipates spending on stipends and salaries. For example, the transfer in January will be necessary if UP Academy Springfield receives more in its SPS General Fund Allocation after accounting for actual enrollment at UP Academy Springfield, per the process described above. The third transfer will happen after the end of the fiscal year after the CFO performs a reconciliation of the accounts and will transfer any remaining funds to UP Academy Springfield. If the UP Academy Springfield Account is showing a negative balance after having completed this
reconciliation, then UP Academy Springfield will reimburse SPS in the amount of this negative balance from the UP Academy Bank Account.

**Basis for Calculating SPS Payments to UP Academy Springfield**: The SPS General Fund Allocation will be calculated based on the funding model adopted by SPS and applied to future-year projected enrollment of our school. SPS will use the same formulas and processes to determine the projected enrollment of UP Academy Springfield that it uses for other schools in the district. An adjustment, based on the same formula used at other Springfield Public Schools will be made to this budget by November 15 of each year to reflect actual enrollment at the school. UP Academy Springfield will also use actual salaries of employees in creating and managing its budget from SPS. Additionally, SPS will provide non-discretionary services. The specific services provided by SPS and the estimated value to the school will include:

- **Central Administrative Services** (estimated at $0.07M for FY17)
- **Central Finance and HR Services** (estimated at $0.05M for FY17)
- **Retired Teacher Health Insurances Legacy Costs** (estimated at $0.02M for FY17)
- **Facilities Operating Costs** including: custodial salaries, utilities, and maintenance (estimated at $0.66M for FY17)
- **Other discretionary services** the school chooses to purchase from SPS. This only includes internet/phone services, (estimated at $0.05M for FY17).

Additionally, SPS will provide transportation for regular education students and students with disabilities, and food services costs, including the salaries of cafeteria personnel which will be treated as in-kind contributions to the school and are not included in the budget model.

**Capacity of District to keep Separate Accounting Systems for School**. UP Academy Springfield will maintain an independent checking account at Boston Private Bank and Trust. All cash disbursements from Springfield Public School, as well as installments of federal entitlement grants from DESE, and any private contributions will be deposited into this bank account. UP Education Network will host a separate QuickBooks account for the school which will be used to generate all cash disbursements and record all accounting transactions.

(2) Operating Budget and Budget Narrative

**Financial Forecast for First Three Years of Operation**

**Process, Guiding Principles, and Summary**: To ensure the development of an accurate budget, we (1) relied on the experience of our proposed management organization, which has launched two Horace Mann Charter schools within BPS; (2) referenced the budgets of UP Academy Boston and UP Academy Dorchester; and (3) engaged in an internal process investigating long-term financial sustainability for UP Education Network’s schools including K2-5 and 6-8 Horace Mann Charter schools.

In developing the budget, our first guiding principle was to allocate as much of our budget as possible to instructional purposes in order to fully fund our educational program and achieve our mission for academic achievement. Our second guiding principle was to be conservative in developing our assumptions regarding projected revenues and expenses; we want to ensure that we will have sufficient funds to continue operations should expenses exceed our estimates and/or we experience unexpected changes in our operating revenue. Our budget provides for a positive cash balance in years 1-3. The surplus equals 1.3%, 5.5%, and 4.5% of revenues, respectively, during FY17, FY18, and FY19.

**Pre-Operational Budget (July 1, 2015 – June 30, 2016)**. UP Academy Springfield’s pre-operational phase is projected to last from July 1, 2015, to June 30, 2016.

- **Revenues**. Total revenues during this period are expected to be approximately $0.1M; the source of these revenues is a working capital grant from UP Education Network. A cash loan from UP Education Network may also be provided to pre-fund necessary supplies and materials prior to the opening of the school.
- **Expenditures**. UP Education Network intends to provide UP Academy Springfield with in-kind services worth approximately $0.75M during the pre-operational period. These services primarily encompass salaries of staff supporting the launch, teacher and leadership recruitment, legal and accounting expenses, and the purchase of office and instructional supplies in preparation for the start of the school year.

**Operating Years 1-3 (July 1, 2016 – June 30, 2019)**. Our operating budget reflects the first three years of operation of our school (FY17 through FY19). We anticipate that we will operate at full capacity in each year. We have used a student population estimate of 648 students in FY17, FY18 and FY19 for the purposes of calculating both revenue and expenses.

**Revenue**. Our anticipated revenues will be $8.03M in FY17, $8.23M in FY18 and $8.34M in FY19. The following is a description of our key revenue sources and assumptions:

- **Tuition**. The primary source of our revenues will be tuition received from SPS. Our anticipated tuition revenue is based on the per-pupil funding formula allocation from SPS times anticipated student enrollment less central administrative services. We also
will receive in-kind contributions from SPS (as indicated below). Based on our anticipated student enrollment, as previously mentioned, we anticipate tuition funding to be $6.1M for in FY17, $6.2M in FY18, and $6.3M in FY19. (We have assumed that the tuition rate from SPS will increase by 1.5% each year.) This tuition revenue estimate includes the Per-Pupil Funding Formula for regular education students, special education students, English language learners, and low-income students, less the following services provided by the district: central administrative services, finance and HR services, retired teacher health insurances, facilities operating costs, and internet and phone services.

- **In-kind Contributions from SPS.** The second major source of revenues for the school is in-kind contributions from SPS, valued at $0.85M in FY17, $0.95M in FY18 and $0.97M in FY19. These contributions include expenditures from SPS for: 1) central and administrative services 2) facilities operation and maintenance; and 3) technology services.
- **State-level Grants.** We also anticipate receiving $500,000 per year in FY17, FY18 and FY19 in School Improvement Grant funding from the state.
- **Federal Grants.** Revenue from federal grants is expected to be $0.57M in FY17, $0.57M in FY18, and $0.57M in FY19. We are not assuming an annual increase in federal entitlement funding. The sources of this revenue are: Title I funding, Title IIA funding, and IDEA special education funding. We assumed 94.5% of students will be eligible for Title I funding at $559 per student. For Title IIA, a federal grant for improving teacher quality, we assumed we will receive $35 per student, based on funding provided to comparable schools. We assumed 22% of students will be eligible for special education funding through IDEA grants and assumed we will receive $1,479 per student.
- **Private Grants.** There are no budgeted private grants.
- **Grant from UP Education Network.** In FY16, a grant of $100,000 will be made by UP Education Network for the purposes of basic operating costs in the school’s pre-operational year.

**Expenditures.** Our operating expenditures in FY17, FY18, and FY19 will be $7.93M, $7.78M, and $7.96M, respectively. The following outlines our key expenditures and assumptions:

- **Instructional Services.** Spending on instructional staff and services makes up the largest category of expenses in our budget. These expenses include:
  - **Personnel.** The primary driver of our expenses on instructional services is teacher salaries. Including regular education, special education and ESL teachers, we anticipate spending $2.75M in FY17, $2.83M in FY18, and $2.91M in FY19 on teacher salaries.
  - **Non-personnel.** We anticipate that the majority of our non-personnel instructional services expenditures will be on instructional supplies and materials, and on instructional technology in the classroom. First, we anticipate spending $292,000 on instructional supplies and materials in FY17, and $147,000 in FY18 and $147,000 in FY19. For instructional technology in FY17, we assumed spending $120,000 to purchase laptops for all staff and projectors for every classroom, decreasing to $22,000 in FY18 and $22,000 in FY19 for expansion of grades within the school, replacement, maintenance, and depreciation. The following are our other major non-personnel, instructional expenses:
    - **Contracted Services.** We have assumed spending of $22,500 for afterschool programming or enrichment, increasing by an inflation rate of 1.5% annually. We have also assumed an additional $10,000 for miscellaneous services that might be required, such as special education specialists.
    - **Testing and assessment.** We have assumed spending of $66,000 in FY17, FY18, and FY19 for services from The Achievement Network and the STEP Assessment program.
    - **Professional development.** We have budgeted $12,000 in FY17, FY18, and FY19 for Professional Development. This assumes professional development that is in addition to the work of our DCIs.

- **Administrative.** Our school administrative expenses will include:
  - **Personnel.** Professional administrative staff salaries will be $586,000 in FY17, $603,580 in FY18, and $621,687 in FY19. These correspond to the salaries of the Principal, Director of Operations, Deans of Curriculum and Instruction, Dean of Students, and Special Projects Coordinator. We have assumed a salary of $87,000 for each DCI and Dean of Students. We have also assumed a salary of $50,000 for a school counselor, a salary $55,000 each for a Speech Language Pathologist, Occupational Therapist, and Psychologist, a salary of $60,000 for a Nurse, and a salary of $38,000 for two Behavioral Interventionist. We have budgeted for a 3% yearly increase to these average salaries and account for turnover in our staff.

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40 In the case that we do not receive SRG funds, we anticipate receiving private offsetting revenue so that the school does not bear significant financial risk.
Allocation less the projected amount to be spent on salaries, stipends, benefits and payroll taxes. In addition, the cash flow assumes that the school anticipates receiving a cash disbursement from Springfield Public Schools in September 2016 that equals the General Fund addition to the pre-operational year private grant from UP Education Network and the cash loan from UP Education Network, the January as first-year charter school receive initial federal entitlement grant allocations in November, and final allocations in April. In order to purchase materials required to open the school prior to receiving cash inflows from DESE in the form of federal entitlement grants, as these cash sources do not materialize in year one until the winter, at the earliest. The Cash Flow assumes this loan is paid back by the end of the first fiscal year (by June 2017).

Non-personnel. We have allocated significant administrative expenses to cover necessary school operations. We allocated $32,000 in FY17 for a student information system, and information management and technology, and allocated $100,000 for furniture.

Other key administrative expenses and assumptions for FY17 include Legal Fees, allocated at $10,000, and office supplies and materials, allocated at $200,000, including $35,000 in supplies for the copy machine and $165,000 in general office supplies.

Operation and Maintenance of Plant. Our operation and plant maintenance expenses in FY17, will be $0.82M. The majority of these expenses will be in the form of services purchased from SPS, including utilities, maintenance of the building and grounds, and salaries for custodial and maintenance staff. The cost of making additional renovations to the school facility, estimated at $300,000 in FY16, is assumed to be independent of any investments made by SPS.

Fixed Charges. Our fixed charges will be $1.36M in FY17, $1.39M in FY18, and $1.44M in FY19. These charges are primarily made up of staff benefits and payroll taxes, anticipated to be $1.3M in FY17, $1.4M in FY18, and $1.4M in FY19.

Contingency Fund. The school has budgeted $200,000 per year to set aside as a reserve for unanticipated expenses or losses of planned revenue.

Services from UP Education Network. Per the SMO contract, a draft of which is included in the attachments, UP Academy Springfield intends to procure management services from UP Education Network in exchange for a management fee. Under the terms of the contract, the services provided by UP Education Network may include, but are not limited to: recruiting staff, recruiting students, promoting the school, fundraising, and preparing the annual school budget, developing and supporting implementation of the core curriculum, training staff, providing professional development to administrative and teaching staff, and operational support including, but not limited to: facilities and technology support. The service fee will be 8% percent of the total public revenue received by the school which includes funding from SPS, and federal and state grants. The fee is projected to be $574,997 in FY17, $582,333 in FY18, and $589,779 in FY19.

Cash Flow Projection for Year One of Operation. Please find attached for a three-year budget model for UP Academy Springfield as well as a Year One Cash Flow projection. Please see the previous section for assumptions included in the FY17-FY19 budget model for UP Academy Springfield.

We will not need financing for a new school building, as we will utilize a SPS facility, and we have allocated cash for facility improvements.

Plans to Raise Additional Funds to Operate. We have built the school’s financial model to be sustainable from year 1 with minimal need for private investments. The only additional fundraising planned is the $100,000 year 1 grant from UP Education Network. Given the challenges involved with turning around a low-performing school, there is the possibility of unforeseen expenses (e.g., additional funds for student support services or instructional enrichment programs). We have attempted to account for unforeseen expenses by using conservative budget estimates where possible, such as conservative SPS tuition growth rates estimates. Private fundraising may be conducted by the Board and UP Education Network to make a one-time investment to the school if needed.

UP Education Network will primarily be responsible for coordinating fundraising efforts on behalf of the school. UP Education Network’s Manager of Development and External Relations, Kimberly Wong, and CEO, Scott Given, currently lead all fundraising efforts for the network.

The attached Year One Cash Flow includes the following assumptions:

- As with other Horace Mann charter schools, the Cash Flow assumes that all payroll, benefits, and associated taxes will flow through SPS, and therefore is not represented on this year one Cash Flow projection.
- Please see below for further detail regarding the timing of revenue assumptions in the Year One Cash Flow.
- As described in further detail below, the school will require a loan from UP Education Network in the amount of $500,000 in order to purchase materials required to open the school prior to receiving cash inflows from DESE in the form of federal entitlement grants, as these cash sources do not materialize in year one until the winter, at the earliest. The Cash Flow assumes this loan is paid back by the end of the first fiscal year (by June 2017).

Processes to Ensure School Has Sufficient Funds to Operate. Given projected cash flows in FY17, the school will need a cash loan from UP Education Network in the amount of $500,000 in July of its first year of operation to enable the school to procure the instructional supplies, office supplies, and furniture and/or renovations prior to opening. We anticipate being able to re-pay this loan prior to the end of the first fiscal year. The cash-flow projections assume we will not receive any federal grant disbursements until January as first-year charter school receive initial federal entitlement grant allocations in November, and final allocations in April. In addition to the pre-operational year private grant from UP Education Network and the cash loan from UP Education Network, the school anticipates receiving a cash disbursement from Springfield Public Schools in September 2016 that equals the General Fund Allocation less the projected amount to be spent on salaries, stipends, benefits and payroll taxes. In addition, the cash flow assumes that funding from the School Improvement Grant would be disbursed starting in September 2016. The cash flow and the budget both
assume that the school does not receive Charter School Program grant funding, given the current uncertainty regarding this grant program at the federal level.

F. ACTION PLAN

Between now and July 2016, UP Academy Springfield will have sizable team working to prepare for the launch of the school. Our actual checklist of items to complete encompasses nearly 700 independent tasks which have been developed by those involved with other success restart efforts in the Commonwealth. Importantly, UP Education Network intends to build and staff a satellite office in Springfield to support the launch and management of this school, pending approval.

The following abbreviated plan, based on the DESE Action Plan, outlines activities and documents the founding team will complete prior to the school’s fall 2016 opening. The DESE Plan will continue to be a key resource for the development of all documents. Note: Due dates in 2016, unless noted otherwise. Documents to be submitted to: DESE, Charter School Office, 75 Pleasant Street, Malden, MA 02148-4906.

<table>
<thead>
<tr>
<th>Category</th>
<th>Key Actions</th>
<th>Required Documents</th>
<th>Start &amp; Due Date</th>
<th>Point Person(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance and Financial Management</td>
<td>Hold first meeting of Board to approve UP Academy Springfield bylaws</td>
<td>Complete board recruitment so minimum membership requirements are met</td>
<td>30 days after charter is granted</td>
<td>UP Academy Springfield Board Chair</td>
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<td>Provide Administrative and Governance guide to Board</td>
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<td>Submit Original Financial Disclosure</td>
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<td>Submit resumes and letter requesting approval of new Board Members</td>
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<td>Submit draft bylaws, with completed checklist</td>
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<td>Submit draft complaint procedure</td>
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<td>Submit Organizational Chart</td>
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<tr>
<td>Develop long-term fiscal plan and key policies</td>
<td>Secure an independent auditor</td>
<td>January 2015</td>
<td></td>
<td>UP Education Network Director of Operations, UP Academy Springfield Principal</td>
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<td></td>
<td>Submit Board-approved Fiscal Policies and Procedures</td>
<td>March to June 2016</td>
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<td>Submit revised, Board approved budget and cash flow projections for the first three years</td>
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<td>Submit Board-approved Complaint Procedure</td>
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<td></td>
<td>Review various parts for an audit or financial review of UP Academy Springfield’s fiscal year during the planning period</td>
<td>October 2015-June 2016</td>
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<td>Engaging independent auditor to review school’s accounts</td>
<td>January 2016-November 2017</td>
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<tr>
<td>MMARS and Grants</td>
<td>Submit W-9 form, Terms of Condition form, EFT form, standard contract form, contractor authorized signatory listing</td>
<td>30 days after charter is granted</td>
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<tr>
<td>Management Contract</td>
<td>Submit Board approved management contract</td>
<td>30 days after charter is granted</td>
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<tr>
<td>Develop school accountability plan to evaluate academic success, organizational viability, and faithfulness to terms of the charter</td>
<td>Provide Guidelines for Writing Charter School Accountability Plans</td>
<td>May 2016 to July 2017</td>
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<td>UP Academy Springfield Board, UP Education CAO, UP Academy Springfield Principal</td>
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<td>Using template, draft an Accountability Plan</td>
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<td>Revise and make necessary changes to proposed Accountability Plan</td>
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<td>Submit Board-approved final Accountability Plan</td>
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<tr>
<td>Enrollment Policies, Application for Admission and Recruitment</td>
<td>Prepare Board-approved Enrollment Policy and Application for Admission</td>
<td>Submit Board-approved policy and Application for Admission with appropriate checklist</td>
<td>March to April 2016</td>
<td>UP Education Family and Community Relations Coordinator, UP Academy Springfield Principal</td>
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<td>Prepare Pre-Enrollment Report</td>
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<td>Submit Board-approved revised recruitment and retention plan to the Department</td>
<td>March 2016</td>
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<td>Submit projected enrollment data for low income, special education, and limited English proficient students</td>
<td>April 2016</td>
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<td></td>
<td>Build student</td>
<td>N/A</td>
<td>March 2016</td>
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<tr>
<td><strong>Hold UP Academy Springfield information sessions for current students and prospect families</strong></td>
<td>Request from Springfield Public Schools the names and addresses of district students eligible to enroll in the charter school</td>
<td>October 2015 to March 2016</td>
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<td>Prepare announcement brochure</td>
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<td>Prepare presentation materials for Info Sessions</td>
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<td><strong>Facility</strong></td>
<td>Obtain building health and safety records</td>
<td>June to July 2016</td>
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<td>Update official contact info for school profile listing on ESE website</td>
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<td></td>
<td>Submit signed lease or purchase and sales agreement</td>
<td>UP Director of Operations, in collaboration with Springfield Public Schools facility personnel</td>
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<td>Conduct assessment of programmatic accessibility of school by using ADA checklist</td>
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<td>Submit signed letter from board chair or designee that the facility is programatically accessible to physically handicapped individuals</td>
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<td>Submit a proposed Multi-hazard evacuation plan to the Department</td>
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<td>Submit a proposed medical emergency response plan to the Department</td>
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<td>Initiate contact with Inspectional Services Department of the municipality in which the school facility will be located</td>
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<td>Contact the Department of Labor Standards to identify a licensed Asbestos inspector and a licensed Lead inspector (if necessary)</td>
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<td>Submit current Certificate of Occupancy</td>
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<td>Submit current Fire Inspection Certificate</td>
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<td>Submit current Building Safety Inspection Certificate</td>
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<td>Submit current Flammable Compounds and Liquids Certificate</td>
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<td>Submit current Health Inspection and/or Health Permit</td>
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<td>Submit current Asbestos Inspection Report and management plan</td>
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<td>Submit current Lead Paint Assessment Report</td>
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<td><strong>Renovate building interior</strong></td>
<td>N/A</td>
<td>June to August 2016</td>
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<tr>
<td><strong>School-Level Planning</strong></td>
<td>Prepare school operation-related documents and plans</td>
<td>UP Education Network Director of Operations</td>
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<td></td>
<td>Submit Board-approved school calendar and sample student schedule</td>
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<td>Submit official contact information for school</td>
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<td>Submit Board-approved Code of Conduct and/or student handbook and expulsion policy</td>
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<td>Submit Bullying Prevention and Intervention Plan</td>
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<td>Submit Transportation Services Plan</td>
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<td>Arrange for transportation services be provided to all eligible students</td>
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<td>Submit Board-approved School Wellness Policy</td>
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<td><strong>Nutrition Services Program</strong></td>
<td>Request an application in writing from Nutrition, Health, and Safety Office if UP Academy Springfield will/will not participate in NSLP.</td>
<td>March – May 2016</td>
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<td>Submit Board Chair signed National School Lunch Program Assurance form</td>
<td>March to June 2016</td>
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<td></td>
<td>Submit Nutrition Services Program plan</td>
<td>March to July 2016</td>
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<tr>
<td><strong>Prepare organizational compliance</strong></td>
<td>Determine if UP Academy Springfield plans to operate a Title I school wide program and submit Title I Program Application</td>
<td>Late Winter</td>
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<td>UP Education Network CFO, UP Education Network Director of Operations</td>
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<tr>
<td>Task</td>
<td>Details</td>
<td>Due Date</td>
<td>Responsible Parties</td>
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<tr>
<td><strong>documents and plans</strong></td>
<td>Submit School Health Plan and Medications Administration Plan</td>
<td>March to July 2016</td>
<td>Operations</td>
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<td>Contact MTRS Employer Services</td>
<td>Prior to June 2016</td>
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<td>Submit evidence of MTRS contributions</td>
<td>After first payroll</td>
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<td>Submit evidence of insurance coverage</td>
<td>March to July 2016</td>
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<tr>
<td><strong>Design Curriculum and Instruction Materials</strong></td>
<td>Prepare Scopes and Sequences</td>
<td>October 2015 to May 2016</td>
<td>UP Academy Springfield Principal</td>
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<td></td>
<td>Prepare Pacing Guide</td>
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<td>Prepare Unit and Lesson Plans</td>
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<tr>
<td><strong>Design special education and ELL program plan</strong></td>
<td>Submit administration and Board-approved Special Education Program Plan (with original signatures)</td>
<td>March to July 2016</td>
<td>UP Academy Springfield Principal, UP Education Network Director of ELL and Director of Special Education</td>
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<td></td>
<td>Develop and submit policies and procedures for English Language Education</td>
<td>March to June 2016</td>
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<td>Design, adopt and submit a District Curriculum Accommodation Plan</td>
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<tr>
<td><strong>Accountability Plan</strong></td>
<td>Submit draft accountability plan</td>
<td>June 2016</td>
<td>UP Education Network Chief Academic Officer, UP Academy Springfield Principal</td>
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<tr>
<td><strong>Faculty Recruitment</strong></td>
<td>Identify requirements of highly-qualified UP Academy Springfield faculty</td>
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<td></td>
<td>Prepare and submit performance evaluation criteria for School Leader, Administrators, and Teachers</td>
<td>October 2015 to May 2016</td>
<td>UP Education Network CEO, UP Education Network Director of Talent, UP Academy Springfield Principal</td>
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<td>Self-assess evaluation plans against Recommendation elements of school leaders, school administrator, and teacher evaluation plans</td>
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<td>Submit school committee, BTU, and Board-approved MOU</td>
<td>30 days after charter approval (draft), July 1 (final)</td>
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<tr>
<td><strong>Recruit highly-qualified faculty</strong></td>
<td>Maintain professional credentials database for all faculty staff</td>
<td>October 2015 to July 2016</td>
<td>UP Education Network Director of Talent, UP Academy Springfield Principal</td>
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<td>Prepare and submit summary of each faculty member’s professional qualifications and plan for path to high-qualification</td>
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<td>Submit written documentation of school-nurse hire and local physician relationship</td>
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<td>Submit signed letter of agreement between the qualified special education administrator and charter school department</td>
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<td>Submit signed letter of agreement between licensed ESL/ELL teacher</td>
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<tr>
<td><strong>Plan for the ongoing development of faculty</strong></td>
<td>Submit Administrators and teacher Professional Development Plan</td>
<td>October 2015 to May 2016</td>
<td>UP Academy Springfield Principal, UP Education Network Director of Talent</td>
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<td></td>
<td>Develop summer orientation program for faculty/staff</td>
<td>March to August 2016</td>
<td>UP Education Network Director of Talent, UP Academy Springfield Principal</td>
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<td>Develop PD topics and program materials for Friday sessions</td>
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<tr>
<td><strong>Assure legality of all faculty</strong></td>
<td>Create and submit draft CORI policy</td>
<td>March to May 2016</td>
<td>UP Education Network Director of Talent, UP Education Network Director of Operations</td>
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<td>Conduct CORI and fingerprint checks on all school staff and volunteers (SPS)</td>
<td>March to July 2016</td>
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<td>Submit a Board-letter assuring that CORI and fingerprint checks have been completed</td>
<td>March to July 2016</td>
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IV. REQUIRED ATTACHMENTS – FINAL APPLICATION

COMPLETE DRAFT BYLAWS

Draft By-Laws of

UP ACADEMY CHARTER SCHOOL OF SPRINGFIELD
A Massachusetts Horace Mann III Public Charter School

SECTION 1: General Provisions

1.1 Legal Status. This organization is a public school chartered by the Commonwealth of Massachusetts pursuant to Massachusetts General Laws, Chapter 71, Section 89; the Board of Trustees is a public entity and the members thereof are considered public officials and special state employees of Massachusetts.

1.2 Name and Purpose. The name of the organization, which must include the words ‘charter school,’ is UP Academy Charter School of Springfield (the “School”). As set forth in the Charter, the mission of the School is to place its students on a successful path to college and instill them with the strength of character needed to achieve their full life potential.

1.3 Charter. The name and purposes of the School shall be as set forth in its Charter, as amended from time to time. The Charter is hereby made a part of these By-Laws, and the powers of the School and of its Trustees and officers, and all matters concerning the conduct and regulation of the affairs of the School, shall be subject to such provisions in regard thereto, if any, as are set forth in the Charter. In the event of any inconsistency between the Charter and these By-Laws, the Charter shall be controlling. All references in these By-Laws to the Charter shall be construed to mean the Charter as from time to time amended.

1.4 Location. The principal office of the School shall be TBD. The Trustees may change the location of the principal office in The Commonwealth of Massachusetts; provided, however, that no such change shall be effective until the appropriate certificates or other documents are filed with the Secretary of State and/or the Secretary of Education of The Commonwealth of Massachusetts specifying the street address of the new principal office of the School in The Commonwealth of Massachusetts. The Trustees may establish other offices and places of business in Massachusetts or elsewhere as is permitted by law.

1.5 Fiscal Year. Except as from time to time otherwise determined by the Trustees of the School, the fiscal year of the School shall begin on the first day of July in each year and end on the last day of June in the following year.

1.6 Corporate Seal. The common seal is, and until otherwise ordered and directed by the Board of Trustees shall be, an impression upon paper bearing the name of the School, the date “2015” and such other device or inscription as the Board of Trustees may determine.

SECTION 2: Board of Trustees

2.1 Powers. A Board of Trustees shall manage the affairs of the School and shall have and may exercise all the powers of the School, except as otherwise provided by law, by the Charter or by these By-Laws. Except as otherwise prohibited by law, the Charter or these By-Laws, and subject to the additional approval of the local school committee or the superintendent where applicable, the exclusive powers of the Board of Trustees shall include but not be limited to the power to: (i) purchase or sell real property, (ii) pledge, assign, create liens on or security interests in the real or personal property of the School, (iii) establish or modify investment policies, (iv) appoint or remove the Principal, (v) hire, from time to time, a Principal and/or a School Management Organization (SMO), in accordance with law, these By-Laws and any relevant management contract, and authorize said Principal or SMO to perform certain specified services for the School, provided, however, that the Board shall not delegate its legal or fiduciary responsibilities to any other person or party, nor shall the Board assign to any person or party any of its responsibilities under the Charter or by law, including without limitation the Board’s responsibilities under Mass. Gen. Laws chapter 71, §89; (vi) determine the general policies of the School in accordance with the school’s charter and state and federal law, and to see their faithful execution, (vii) manage the financial affairs of the School so as to ensure the School’s financial stability and the continued integrity of its academic programs, including the power to borrow and incur indebtedness for the purposes of the School, and to approve its annual operating and capital budgets, and (viii) evaluate the Principal. The Board of Trustees operates independently from the local school committee. The Board of Trustees is prohibited from exercising managerial powers over the day-to-day operations of the school.

2.2 Responsibilities. Since the Board holds the charter from the state, members of the Board of Trustees shall: (i) comply with all applicable laws and regulations, (ii) ensure that the School is an academic success, organizationally viable, faithful to the terms of its charter, and earns charter renewal.

2.3 Number of Trustees. The Board of Trustees shall consist of no fewer than seven and no more than fifteen. One trustee position is considered ex-officio and is reserved for a parent/guardian of the school community. The Trustees shall be elected in accordance with Section 2.6.

2.4 Term of Office of Trustees. All Trustees shall hold office for terms of three years provided that each board member’s initial term shall be from the date of their election until three years from the July 1st subsequent to their election and provided that the initial Board is elected to and shall serve terms ending one, two or three years from the July 1st subsequent to their election.
election, to allow for the rotation of one-third of the Trustees each year. Trustees may be elected to up to five successive terms, provided that each Trustee shall be duly elected for each term in accordance with Section 2.5.

2.5 Election of Trustees. Trustees shall be elected by the Board of Trustees at any meeting of the Board of Trustees by the affirmative vote of two-thirds (2/3) of the Trustees present (in person) at a meeting at which a quorum is present (in person). A Trustee elected to fill an unexpired term shall have tenure only to the end of such term. The Board of Trustees may exercise all their powers notwithstanding the existence of one or more vacancies in the Board. Vacancies in any office may be filled by the Board of Trustees. The Board of Trustees shall request the appointment of a trustee to the board only where the board has no reason to know that the trustee has a financial interest under M.G.L. c. 268A which may preclude a majority of the board from participating in deliberations or voting on certain matters that are expected to come before the board. The board must exercise due diligence prior to determining that a proposed trustee does not have such a financial interest.

2.6 Resignation and Removal. Any Trustee may resign at any time by delivering a written resignation to the Chair of the Board or to the School at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. To facilitate the election of new Trustees, the School formally encourages Trustees intending to resign or to decline nomination to provide notice of the Trustee's intent as much in advance of the annual meeting as possible. Any Trustee may be removed from office with or without cause by an affirmative vote of two-thirds (2/3) of the Trustees then in office. A Trustee may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Trustees.

2.7 Open Meeting Law. All meetings of the Board, whether regular, special or annual, require that notice be given of the time, date and location of each meeting and a listing of the topics the Chair reasonably anticipates will be discussed at the meeting, in accordance with Open Meeting Law (M.G.L. c. 30A, § 18-25), as amended from time to time, or any successor statute. Except as otherwise permitted by M.G.L. c. 30A, § 18-25, (i) any deliberation (which includes any oral or written communication through any medium, including email) between or among a quorum of the Trustees with respect to any matter within the Board’s jurisdiction shall be open to the public and (ii) no executive session shall be held until (a) the Board of Trustees shall have first convened in an open session for which notice shall have been given in accordance with law, (b) a majority of the Trustees at such meeting shall have voted to go into executive session, (c) the vote of each Trustee shall have been recorded on a roll call vote and entered into the minutes, and (d) the Chair (or other person presiding over the meeting) shall have cited the purpose of the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called, and shall have stated whether or not the Board of Trustees shall reconvene after the executive session. Executive sessions may be held only for purposes permitted by law.

2.8 Annual Meeting. The Trustees shall meet annually in the month of June at the principal office of the School, or at such place and at such time as the Board of Trustees shall determine, except that such date shall not be a legal holiday. If the annual meeting is not held in the specified month, the Trustees may hold a special meeting in place thereof, and any business transacted or elections held at such meeting shall have the same force and effect as if transacted or held at the annual meeting. Notice of the annual meeting setting forth the date, time, and place of any such meeting shall be mailed or emailed to all Trustees at the Trustees' usual or last known business or home address or email address not less than seven (7) days prior to the date of the annual meeting.

2.9 Regular Meetings. Regular meetings of the Trustees may be held without call or notice to the Trustees at such places and times as the Trustees may from time to time determine; provided, however, that any Trustee who is absent when such determination of a future meeting is made shall be given notice as provided in Section 2.12 of these By-Laws. The Trustees shall hold no fewer than four regular meetings annually.

2.10 Special Meetings. Special meetings of the Trustees may be held at any time and place when called by the Chair of the Board or by two or more Trustees. Notice of any special meeting shall be given as provided in Section 2.12 of these By-Laws.

2.11 Notice of Meetings. Public notice of such meetings shall be given as required by law (M.G.L. c. 30A, § 18-25). Notice of the date, time and place of all regular and special meetings of the Trustees shall be given to each Trustee by the Chair or the Clerk or, in case of the death, absence, incapacity or refusal of the Chair or the Clerk, by the officer or one of the Trustees calling the meeting. Such notice shall be given to each Trustee in person or by telephone, telegram, facsimile transmission or email sent to such Trustee's usual or last known business or home address at least twenty-four (24) hours in advance of the meeting, or by mail addressed to such business or home address and postmarked at least forty-eight (48) hours in advance of the meeting. Except as required by law, notice of any meeting of Trustees need not be given: (i) to any Trustee who, either before or after the meeting, delivers a written waiver of notice, executed by the Trustee which is filed with the records of the meeting; or (ii) to any Trustee who attends the meeting and who, either prior to the meeting or at its commencement, fails to protest the lack of such notice. Except as otherwise required by law, the Charter, or these By-Laws, a notice to Trustees or waiver of notice by Trustees need not specify the purpose of any regular or special meeting unless such purpose is (i) the amendment or repeal of any provision of the Charter or these By-Laws or (ii) the removal of a Trustee or an officer.

2.12 Records. The Board will maintain a record of every meeting including the date, time and location of the meeting, the members present (in person) or absent, a summary of the discussions on each subject, a list of documents and other exhibits used at the meeting, and the decisions made and actions taken at the meeting, including votes taken. These records shall comply with the Open Meeting Law (M.G.L. c. 30A, § 18-25).

2.13 Board Attendance Policy. The School formally encourages Trustees to attend every meeting of the Board of Trustees. In the event a Trustee cannot attend a meeting he is encouraged to notify the person who will be running the meeting (usually the Chair or Vice Chair of the Board) of his intended absence by 12 p.m. on the day of the meeting (a “Notified Absence”). A Trustee will be deemed to have an attendance problem if any of the following conditions occur: A) two consecutive un-notified
absences; B) Three consecutive Notified Absences; or C) Absences of any character which together constitute absence from one-third of the Board meetings in a single fiscal year. If a Trustee does violate the policy in any one of the three manners described above, the Chair will bring the matter to the Board for discussion and vote on possible removal of the Trustee in accordance with Section 2.7 above.

2.14 Action at Meetings; Recusal.

2.14.1 Quorum, Voting. Half of the Trustees then in office shall constitute a quorum, but a lesser number may, without further notice, adjourn the meeting to any other time. At any meeting of Trustees at which a quorum is present (in person), the vote of a majority of those Trustees present (in person) shall decide any matter unless the Charter, these By-Laws or any applicable law requires a different vote. A special majority (2/3 vote) is required in, but not limited to, the following circumstances: (i) the election or removal of Trustees, (ii) the alteration of, amendment to or repeal of these By-Laws, and (iii) the adoption of new By-Laws.

2.14.2 Recusal. A Trustee shall promptly disclose to the Board of Trustees the material terms of any proposed transaction involving the School with respect to which such Trustee may have a conflict of interest. The disclosure shall include all material facts regarding the terms of the transaction, the interest of the School in the transaction, the interest of the Trustee in the transaction, and any relationship that the Trustee may have with other parties involved in the transaction. Common or interested Trustees may be counted in determining the presence of a quorum at a meeting of the Trustees or of a committee thereof which authorizes, approves or ratifies the contract or transaction. However, any common or interested person shall recuse himself or herself from any vote regarding the transaction and shall not participate in any discussion of the merits of the transaction during any meeting of the Board of Trustees, provided that the Trustee may answer factual questions regarding any matter required to be disclosed to the Board of Trustees under this Section 2.15.2.

2.15 Committees. The Trustees may elect or appoint such committees (which may include individuals who are not Trustees of the School) as they may from time to time determine necessary or advisable, and may delegate, to the extent permitted by law, the Charter or these By-Laws, such powers and duties thereto as they may deem advisable; provided, however, that any committee to which the powers of the Trustees are delegated shall consist solely of Trustees; and further provided, that all committees shall be chaired by a Trustee. There shall initially be a governance committee and a finance committee. At any meeting of a committee a quorum for the transaction of all business properly before the meeting shall consist of a majority of the elected members of such committee. Any committee may, subject to the approval of the Board of Trustees, make further rules for the conduct of its business. The members of any committee shall serve on such committee at the pleasure of the Trustees. Meetings of any committees shall comply with the Open Meeting Law (M.G.L. c. 30A, § 18-25).

SECTION 3: Officers

3.1 Officers and Agents. The officers of the School shall consist of a Chair of the Board of Trustees, a Vice Chair, a Treasurer, a Clerk, and such other officers as the Trustees may determine from time to time. The School may also have such agents, if any, as the Trustees may appoint.

3.2 Election and Tenure. The Chair, Vice Chair, Treasurer and Clerk shall be elected annually by the Trustees at the annual meeting of the Board of Trustees. Any other officers deemed necessary or desirable by the Trustees may be elected by the Trustees at any time. Except as otherwise provided by law, the Charter or these By-Laws, all officers shall hold office until the next annual meeting of the Trustees or the special meeting held in lieu thereof, and thereafter until their respective successors are chosen and qualified, unless a shorter term is specified in the vote electing or appointing them. If the office of Chair, Vice Chair, Treasurer or Clerk becomes vacant, the Trustees shall elect a successor; if any other office becomes vacant, the Trustees may elect a successor. Each such successor shall hold office for the unexpired term and in the case of the Chair, Vice Chair, Treasurer and Clerk until a successor is chosen and qualified, or in each case until the officer sooner dies, resigns, is removed or becomes disqualified.

3.3 Resignation and Removal. Any officer may resign by delivering a written resignation to the Chair (in the case of resignation of the Chair, to the Vice Chair) or to the School at its principal office and such resignation shall be effective upon receipt, unless it is specified to be effective at some later time. The Trustees may remove any officer with or without cause by a vote of a majority of the Trustees then in office. An officer may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Trustees.

3.4 Chair of the Board. The Trustees shall elect a Chair of the Board of Trustees. Except as otherwise provided by law, the Charter or these By-Laws, the Chair shall hold office until the next annual meeting of the Trustees or the special meeting held in lieu thereof, and thereafter until his successor is chosen and qualified, unless a shorter term is specified in the vote electing or appointing them. The Chair shall establish the agenda for all meetings of the Board of Trustees in consultation with the Principal and, as appropriate in the discretion of the Chair, other members of the Board of Trustees. The Chair shall preside over all meetings of the Board of Trustees and shall have such other powers as the Board of Trustees shall determine. In the absence of the Chair at any meetings of the Board, the Vice Chair shall exercise the rights and perform the function of the Chair.

3.5 Vice Chair. The Vice Chair shall assist the Chair in overseeing the functions of the Board, and shall have such other powers as the Board of Trustees shall determine. In the absence of the Chair at any meetings of the Board, the Vice Chair shall exercise the rights and perform the function of the Chair. The Vice Chair shall have such other powers and duties as are usually incident to that office and as may be vested in that office by these By-Laws or by the Trustees.
proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the Indemnified Officer

SECTION 4: Compensation and Personal Liability

4.1 Compensation. No Trustee or officer shall receive any compensation for services rendered as a Trustee or officer.

4.2 No Personal Liability. No Trustees or officers of the School shall be personally liable for any debt, liability or obligation of the School. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the School, may look only to the funds and property of the School for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the School.

SECTION 5: State Conflicts of Interest Requirements

5.1 State Conflicts of Interest Requirements. Trustees are special state employees and must comply with the requirements of the State Conflicts of Interest Law at M.G.L. c. 268A. Trustees shall file annual disclosure statements and all other disclosures required by law with the State Ethics Commission of the Commonwealth of Massachusetts, the Department of Elementary and Secondary Education of the Commonwealth of Massachusetts and the Clerk of the City of Springfield.

Board members must disclose any financial interest or business transactions that they (or any immediate family member) have in any charter school in Massachusetts or elsewhere with the state ethics commission, the Department, and the city or town clerk within 30 days of joining the board and by September 1 annually, including the year after the service is completed (unless service is less than 30 days in that year).

SECTION 6: Miscellaneous Provisions

6.1 Execution of Instruments. Except as the Trustees may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the School shall be signed by the Chair or by the Treasurer or by the Clerk.

6.2 Corporate Records. The records of all meetings of Trustees, the names and addresses of the Trustees and officers of the School, and the originals or attested copies of the Charter and the By-Laws of the School shall be kept in Massachusetts at the principal office of the School or of the Clerk, but such corporate records need not all be kept in the same office.

6.3 Responding to Complaints. If a complaint is filed with the Board, the Board shall respond no later than 30 days from receipt of the complaint in writing to the complaining party. The Board shall, pursuant to a complaint received under 603 CMR 1.10, or on its own initiative, conduct reviews to ensure compliance with M.G.L. c. 71, § 89, and 603 CMR 1.00.

SECTION 7: Indemnification

7.1 Generally. The School shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Trustee, Chair, Vice Chair, Treasurer, Clerk or other officer of the School, each person who may serve or who has served at the request of the School as a Trustee, officer, employee or other agent of another organization, and each person who may serve or has served at its request in a capacity with respect to any employee benefit plan (collectively, "Indemnified Officers" or individually, "Indemnified Officer"), against all expenses and liabilities, including, without limitation, attorneys' fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (a "proceeding") in which an Indemnified Officer may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless a majority of the full Board of Trustees authorized the proceeding); provided, however, that no indemnification shall be provided to such Indemnified Officer with respect to any matter as to which such Indemnified Officer shall have been finally adjudicated in any proceeding (i) to have breached the Indemnified Officer's duty of loyalty to the School, (ii) not to have acted in good faith in the reasonable belief that such Indemnified Officer's action was in the best interest of the School, (iii) to have engaged in intentional misconduct or a knowing violation of law, or (iv) to have engaged in any transaction from which the Indemnified Officer derived an improper personal benefit; and further provided, that any compromise or settlement payment shall be approved by the School in the same manner as provided below for the authorization of indemnification. Any person who at the request of the School may serve or has served another organization or an employee benefit plan in one or more of the foregoing capacities and who shall have acted in good faith in the reasonable belief that his or her action was in the best interests of such other organization or in the best interests of the participants or beneficiaries of such employee benefit plan shall be deemed to have acted in such manner with respect to the School.

7.2 Advances; Repayment. Such indemnification may, to the extent authorized by the Board of Trustees of the School, include payment by the School of expenses, including attorneys' fees, reasonably incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the Indemnified Officer.
to repay such payment if not entitled to indemnification under this Section which undertaking may be accepted without regard to the financial ability of such Indemnified Officer to make repayment.

7.3 **Authorization.** The payment of any indemnification or advance shall be conclusively deemed authorized by the School under this Section, and each Trustee and officer of the School approving such payment shall be wholly protected, if:

(i) the payment has been approved or ratified (1) by a majority vote of the Trustees who are not at that time parties to the proceeding or (2) by a majority vote of a committee of two or more Trustees who are not at that time parties to the proceeding and are selected for this purpose by the full Board (in which selection Trustees who are parties may participate); or

(ii) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the School) appointed for the purpose by vote of the Trustees in the manner specified in clauses (1) or (2) of subparagraph (i) or, if that manner is not possible, appointed by a majority of the Trustees then in office; or

(iii) the Trustees have otherwise acted in accordance with the standard of conduct applied to Trustees under Chapter 180 of the Massachusetts General Laws, as amended from time to time; or

(iv) a court having jurisdiction shall have approved the payment.

7.4 **Heirs, Executors and Administrators.** The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of any Indemnified Officer entitled to indemnification hereunder.

7.5 **Non-Exclusive Rights.** The right of indemnification under this Section shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Section shall affect any rights to indemnification to which School employees, agents, Trustees, officers and other persons may be entitled by contract or otherwise under law.

7.6 **Adverse Amendments.** No amendment or repeal of the provisions of this Section which adversely affects the right of an Indemnified Officer under this Section shall apply to that Indemnified Officer with respect to the acts or omissions of such Indemnified Officer that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted for by or was made with the written consent of such Indemnified Officer.

7.7 **Employees and Agents.** To the extent legally permissible, the School may indemnify any employee or agent of the School to the extent authorized by the Board of Trustees by an affirmative vote of a majority of the Trustees entitled to vote. The foregoing provisions of this Section 7 shall apply to any indemnification of any employee or agent under this Section 7.7.

7.8 **Insurance.** The School shall purchase and maintain a Directors and Officers Liability Insurance Policy to provide for coverage in the case of personal liability of an Indemnified Officer.

SECTION 8: Staff

8.1 **Staff.** Subject to the additional approval of the local school committee or the superintendent where applicable, the Board shall hire, and have the ability to remove, a Principal, who shall oversee the operations of the School and shall hire and supervise all other staff. The Principal shall have the duties assigned to him in his employment contract. The school committee is the public employer for collective bargaining purposes. The Board is a public employer for the purposes of tort liability.

SECTION 9: Amendments

9.1 **Amendments.** These By-Laws may be altered, amended or repealed, or new By-Laws may be adopted, by an affirmative vote of two-thirds (2/3) of all Trustees then in office, at any annual meeting of the Trustees or special meeting of the Trustees; provided, however, that notice shall be given in the notice of the meeting that an alteration, amendment or repeal of the By-Laws, or that new By-Laws may be adopted, will be proposed. Amendments to these By-Laws shall become effective immediately on their adoption or at such later time as specified in the amendment, contingent upon approval by the Department of Elementary and Secondary Education and, to the extent required by law, the local school committee, the superintendent, and/or teacher’s union.

SECTION 10: Non-Discrimination

10.1 **Non-Discrimination.** In the employment of persons, in the enrollment of students and the conduct of its programs, in the appointment of Board members, and in the administration of public assemblies, performances, exhibits and events, the School will not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, or proficiency in the English language or a foreign language, and academic achievement.
DRAFT RECRUITMENT AND RETENTION PLAN

UP Academy Springfield: Drafted October 2014 (subject to change)

I. Student Recruitment Plan. UP Academy Springfield intends to attract and enroll a student population that is reflective of the demographic and academic profile of grades 6-8 across the entire SPS system. In Year 1, UP Academy Springfield’s recruitment efforts will be first strategically divided into two key target populations:

- **Population 1**: 6-7 grade students current enrolled in the middle school to be restarted and
- **Population 2**: A student population reflective of those who otherwise would have attended the school to be restarted.

In Year 2 and beyond, UP Academy Springfield’s recruitment efforts will be driven by our desire to enroll a student population reflective of those who otherwise would have attended the school to be restarted (Population 2).

A. As articulated in our full charter application, UP Academy Springfield will hold targeted information sessions between fall 2015 and summer 2016 to ensure we are getting all information to students we are seeking to recruit to the school. Further, UP Academy Springfield has and will continue to develop excellent relationships with organizations in the neighborhood of the school to be restarted, where we will: (1) distribute informational flyers, brochures, and applications; and (2) attend relevant community events and meetings to communicate and increase awareness of UP Academy Springfield and its program to a broad spectrum of families residing in the school’s neighborhood. We will also leverage the relationships with various community organizations that UP Education Network has already built in Springfield and will continue to build throughout the 2014-2015 school year. We will focus our efforts to reach all families of students currently enrolled at the school to be restarted who are eligible to enroll in UP Academy Springfield and students who would have otherwise been assigned to the school we are restarting by organizing days for targeted phone outreach and home visits.

<table>
<thead>
<tr>
<th>General Recruitment Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold a number of information sessions between fall 2015 and summer 2016.</td>
</tr>
<tr>
<td>Distribute informational flyers, brochures, and applications via community organizations.</td>
</tr>
<tr>
<td>Attend relevant community events and meetings held and hosted by community organizations.</td>
</tr>
<tr>
<td>Engage staff and volunteers in organized phone outreach and home visits to contact all families currently enrolled at the school to be restarted who are eligible to enroll at UP Academy Springfield.</td>
</tr>
</tbody>
</table>

B. The chart below identifies specific strategies that will be used to attract, recruit, and enroll specific subgroups of students.

<table>
<thead>
<tr>
<th>Recruitment Plan – Goals and Strategies</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal to attract, recruit, and enroll:</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategies, by demographic/demographic group:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Students with disabilities/ Special education students</strong></td>
</tr>
<tr>
<td>Send a letter from the UP Academy Springfield Leadership Team to the families of students with disabilities and students with IEPs currently enrolled at the school to be restarted emphasizing that UP Academy Springfield will provide:</td>
</tr>
<tr>
<td>1. One-on-one meetings with all families of students with disabilities who are currently enrolled at the school to be restarted.</td>
</tr>
<tr>
<td>2. Comprehensive support for all learners;</td>
</tr>
</tbody>
</table>

42 Comparable demographic and academic profiles include but are not limited to students with disabilities, LEP, free and reduced-price lunch students, as well as those who are sub-proficient on the MCAS, at risk of dropping out of school and have dropped out of school.
<table>
<thead>
<tr>
<th>Role</th>
<th>Area</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional student</td>
<td>Exceptional one-on-one and small sub-separate special education services; and A safe, orderly learning environment.</td>
<td>We will also aim to have this letter co-signed by SPS’s Director of Special Education. We will follow-up with phone outreach and/or home visits to ensure that families’ questions are answered.</td>
</tr>
<tr>
<td>LEP students</td>
<td>Send a translated letter from the UP Academy Springfield Leadership Team to families of ELL students currently enrolled at the school to be restarted with emphasis on UP Academy Springfield’s: 1. ELL program and LEP support services; 2. One-on-one and small-group services; 3. Safe, orderly environment; 4. Intention to meet with all families of current LEP students at the school to be restarted with interpreters available, and to have students always moving towards mastery.</td>
<td>Send letters to families in multiple languages to communicate UP Academy Springfield’s mission, rigorous program, and designed ELL and LEP programs and services. Establish partnerships with community members and organizations. Attend relevant community organization meetings and adult English classes to provide information on UP Academy Springfield. Distribute translated flyers at the SPS Parent and Community Engagement Center (PACE), English language classes, and non-English language community organizations, places of worship, and retailers. Provide interpreters at information sessions to ensure clear communication.</td>
</tr>
<tr>
<td>Students eligible for free or reduced price lunch</td>
<td>Send a letter to all current families of the school to be restarted highlighting: 1. Our intention to meet with all families; 2. That the process for free or reduced breakfast and lunch programs will be the same as at other SPS schools; 3. That there are no tuition or application fees for UP Academy Springfield; 4. That public transportation will be provided by SPS for eligible students; 5. That uniforms are overall cost-effective and can be provided for students based on the financial need of the family.</td>
<td>Distribute flyers and leave information at neighborhood public libraries, the Springfield Parent and Community Engagement Center (PACE), food stamp offices, community events, and places of worship. Emphasize no tuition, free or reduced breakfast and lunch programs, etc.</td>
</tr>
<tr>
<td>Sub-proficient MCAS students</td>
<td>Send a letter to all current families of the school to be restarted from the UP Academy Springfield Leadership Team: 1. Recognizing the school to be restarted as a sub-proficient school; 2. Emphasizing intended academic supports for all students, including diverse learning students; 3. Describing the school’s rigorous academic and behavioral expectations; and 4. Highlighting the partnership with SPS and collaboration with strong charter and district schools across the nation.</td>
<td>Participate in informational sessions publicized to all current Springfield families of students in the 6-8 grade age range, emphasizing UP Academy Springfield’s: Rigorous academic program; and Supports to improve student achievement and outcomes quickly.</td>
</tr>
<tr>
<td>Students at risk of dropping out of school</td>
<td>Send a letter to all current families of the school to be restarted from the UP Academy Springfield Leadership Team: 1. Recognizing the school to be restarted as a sub-proficient school; 2. Emphasizing intended academic supports for all students, including diverse learning students; 3. Describing the school’s rigorous academic and behavioral expectations; and 4. Highlighting the partnership with SPS and collaboration with strong charter and district schools across the nation.</td>
<td>Participate in informational sessions publicized to all current Springfield families of students in the 6-8 grade age range, emphasizing UP Academy Springfield’s: Rigorous academic program and strict but supportive behavioral expectations; and Partnership with SPS.</td>
</tr>
<tr>
<td>Students who</td>
<td>Not applicable for students currently enrolled</td>
<td>Request SPS to provide contact information for eligible students.</td>
</tr>
</tbody>
</table>
II. UP Academy Springfield’s Retention Plan

UP Academy Springfield’s identified strategies will be used to maximize the number of students who successfully complete our program in full. UP Academy Springfield’s retention plan will focus on three objectives: (1) uphold firm but supportive policies and procedures; (2) ensure proper systems are in place to identify struggling students and get them the support they need; and (3) provide families with regular communication and transparency about their child’s progress.

<table>
<thead>
<tr>
<th>Overall Student Retention Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual goal for student retention (percentage):</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Retention Plan Goals and Strategies -- List goals and strategies for retention activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interim assessments</strong></td>
</tr>
<tr>
<td><strong>Regular progress reports</strong></td>
</tr>
<tr>
<td><strong>Consistent family communication</strong></td>
</tr>
<tr>
<td><strong>Student-focused staff meetings</strong></td>
</tr>
<tr>
<td><strong>Organizational support</strong></td>
</tr>
<tr>
<td><strong>Behavioral support</strong></td>
</tr>
<tr>
<td><strong>Homework system</strong></td>
</tr>
<tr>
<td><strong>UP Academy Springfield’s high expectations for grade promotion</strong></td>
</tr>
<tr>
<td><strong>College prep school culture</strong></td>
</tr>
<tr>
<td><strong>Strong relationships with at least one adult</strong></td>
</tr>
</tbody>
</table>
UP Academy Springfield’s Enrollment Policy

**UP Academy Springfield’s Enrollment Policy.** As a Horace Mann charter school, UP Academy Springfield is a public school that is open to all students on a space available basis. When recruiting or admitting students, UP Academy Springfield does not discriminate on the basis of race, color, national origin, creed, sex, gender identity, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. M.G.L. c. 71, § 89; 603 CMR 1.06 (1). Moreover, UP Academy Springfield will not set enrollment requirements that are intended to discriminate or that have the effect of discriminating based upon any of these characteristics. UP Academy Springfield will have and implement a student recruitment and retention plan as outlined in M.G.L. Chapter 71, Section 89(f); CMR 603 1.05(f).

UP Academy Springfield will enroll students in grades 6-8. New students will be enrolled in 6; any vacancies in grades 7-8 will be filled according to our vacancies/backfilling policy.

**Expansion Plans.** UP Academy Springfield has no plan to expand beyond a total of 665 students.

**Admissions Criteria**

*Eligibility.* UP Academy Springfield requires:

1. Candidates for admission to apply for the grade immediately following their current grade.43
2. Candidates to be residents of Springfield, Massachusetts by the application deadline for the lottery in which their enrollment at UP Academy Springfield will be considered.

*Priority.* In accordance with M.G.L. c. 71, § 89; 603 CMR 1.06 (4)(h) enrollment in UP Academy Springfield will be conducted in the following order of preference:

**Priority Levels for Year One (2016-2017):**

1. **Priority 1:** Any student actually enrolled in the school to be restarted44.
2. **Priority 2:** Siblings of students actually enrolled in the school to be restarted.
3. **Priority 3:** Other students enrolled in the Springfield Public Schools; and then
4. **Priority 4:** Other students that are residents of Springfield, Massachusetts (e.g., students enrolled in private schools, parochial schools, or Commonwealth charter schools in Springfield).

**Priority Levels for Year Two (2017-2018) and Beyond:**

1. **Priority 1:** Siblings of students actually enrolled in UP Academy Springfield on the application deadline for the lottery in which the sibling’s enrollment at UP Academy Springfield will be considered45.
2. **Priority 2:** Other students enrolled in the Springfield Public Schools; and then
3. **Priority 3:** Other students that are residents of Springfield, Massachusetts (e.g., students enrolled in private schools, parochial schools, or Commonwealth charter schools in Springfield).

UP Academy Springfield will not:

1. Give preferences to children of staff members (including UP Education Network staff members), members of the school’s Board of Trustees, or members of the UP Education Network Board of Directors;
2. Take any actions or make any statements that discourage parents/guardians of students with disabilities, students with limited English proficiency, or any other protected group of students from submitting an application. M.G.L. c. 71, § 89;
3. Administer tests to potential applicants or predicate enrollment on results from any test of ability or achievement;
4. Require obligatory attendance at informational meetings or interviews as a condition of application and/or enrollment (603 CMR 1.06(2));

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43 Any students enrolling in UP Academy Springfield who are retained by their current school may enroll in UP Academy Springfield, but these students may be required to repeat their current grade upon enrolling in UP Academy Springfield.

44 Per state law and ESE regulations, these students will be guaranteed a seat as long as a valid admission application is submitted prior to the first lottery. Applications submitted after the first lottery will still receive first priority, but these students will not be guaranteed seats.

45 Per DESE regulations, siblings receive this preference following their sibling’s actual enrollment at UP Academy Springfield. A sibling’s receipt of a seat via the lottery does not grant preference, rather the sibling receives this preference after their brother or sister begins attending UP Academy Springfield. This is an important distinction for siblings applying for enrollment at the same time.
5. Mandate an application fee for admission;
6. Use financial incentives to recruit students;
7. Require dual parent/guardian signatures;
8. Require submission of the student’s social security number on the application.

**Application Completion.** While UP Academy Springfield is a tuition-free, public, in-district charter school, all eligible families must apply by submitting an information-based application. We have developed an easy and quick information-based application, which will be made available to families as of December 1 of each year (i.e., the application for the 2016-2017 school year will be made available by December 1, 2015). All information requested in the application, such as language spoken at home, is not intended and will not be used to discriminate.

To ensure that all families have a just chance to apply, UP Academy Springfield will assist families throughout the application process, as needed. Assistance may include, but is not limited to, providing a straightforward application translated into multiple languages, answering applicants’ questions via information sessions for interested families, requesting additional information when incomplete or illegible applications are submitted prior to the application deadline, and completing applications for families with information provided verbally either in-person or over the phone.

While UP Academy Springfield seeks to serve a broad spectrum of underserved families, in the following cases, UP Academy Springfield reserves the right to mark applications void, effective immediately wherein an applicant:

1. Fails to meet eligibility criteria;
2. Intentionally provides false, inaccurate, or misrepresented information; and/or
3. Submits to UP Academy Springfield, or UP Academy Springfield receives, his/her application after the application deadline.

For applicants who have failed to meet eligibility criteria, UP Academy Springfield will communicate to these families that they are not eligible to be enrolled in UP Academy Springfield in the quickest manner possible (i.e., via phone call) so that these families have time to seek out alternative education options for their children.

**Tracking Applications.** To ensure accurate and effective student application records, UP Academy Springfield will develop its own system (e.g., in an Excel spreadsheet) or purchase an Application Received Tracking System (e.g., SchoolBrains, Veracross, PowerSchool, DeansList etc.). This system will include student records regarding real-time status of their application (e.g., accepted, applied, waitlisted, enrolled, withdrew, or loss of seat.)

**Community Outreach.** UP Academy Springfield has developed a comprehensive recruitment plan to provide information about the school to potential applicants and their families throughout the year. As a part of this plan, UP Academy Springfield will host information sessions for interested applicants and their families. UP Academy Springfield strongly advises – but will not require - parents/guardians and students to attend one information session. Sessions will be approximately 1-2 hours in length and will discuss the program and culture of UP Academy Springfield. UP Academy Springfield will strive to make accommodations for all families, for example, by offering sessions on various days and by providing both written and oral translations for families. Time will be included for families to ask questions.

**Application and Enrollment Process.** UP Academy Springfield will, in accordance with DESE laws and regulations, give reasonable public notice, of at least one month, of all application deadlines. Dates will be publicized via the UP Academy Springfield and UP Education Network websites. Interested families will have the option to submit completed applications: (1) by mail; (2) in-person; or (3) by fax.

**Public Lottery.** UP Academy Springfield will manage enrollment via public lotteries that are open, fair, and in accordance with the charter school statute and regulations. Annually, UP Academy Springfield will define the number of seats available for a given year by grade level. If the number of eligible applicants exceeds the number of available seats for a given year,
UP Academy Springfield will hold a public lottery shortly after its first application deadline. At least one week notice will be given prior to each lottery.

UP Academy Springfield may choose to hold electronic lotteries instead of traditional, paper-based lotteries. These electronic lotteries will be subject to the same DESE regulations that govern traditional, paper-based lotteries.

If UP Academy chooses to hold a traditional, paper-based lottery, it will follow the following procedures.

Prior to a lottery, names of eligible applicants will be separated into lotteries by grade. A label will be printed for each eligible applicant, noting the applicant’s name, UP Academy Springfield ID number, the grade-level lottery into which the applicant is begin entered (e.g., 6th grade, 7th grade, 8th grade, etc.) and the applicant’s priority level (i.e., priority 1, 2, 3 or 4, as defined in the Priority section on the previous page). The priority level of each applicant will also be noted by color coding the labels according to priority level.

On the day of the lottery, the number of applications and available seats, by grade, will be announced. For each grade-level lottery, student names will be drawn by an outside third party unaffiliated with UP Academy Springfield and UP Education Network. UP Academy Springfield will notify parents on its application of the practice of drawing applicants at the lottery by student name and will allow parents to indicate that they do not want their child(ren)’s names used publicly and would instead prefer to have their application drawn by number only (i.e., by UP Academy Springfield ID #, which is specifically assigned to each application received by UP Academy Springfield). Drawing by numbers only, rather than drawing by individual student names, is permissible to ensure the privacy of student information as required by state and federal law. If UP Academy Springfield decides to draw by numbers only, or if any parents or guardians request that their child(ren)’s names not be publicly used, then the parent or guardian of each student is entitled to and will be provided the opportunity to know his or her lottery number in advance of the drawing to ensure the transparency and fairness of the process.

All names (or UP Academy Springfield ID numbers) will be drawn and assigned an enrollment number, resulting in a list of applicants with enrollment numbers 1 to XXX, with 1 being the first applicant drawn in the grade-level lottery and XXX being the total number of applicants for that particular grade. We will draw from all student names (or ID numbers) with priority levels mixed. Following the lottery, a “prioritized enrollment list” will be created. To appropriately order students based on priority, we will move students with Priority 1 status to on the top of the enrollment list, in the same order in which their names were called during the lottery. Students with Priority 2 status will then be moved to immediately following the Priority 1 students on the enrollment list, also in the same order in which their names were called during the lottery, and so on. The order of applicants on the enrollment list will therefore be based on both priority status and the order that each applicant name was drawn on the night of the lottery.

Next, based on the number of available seats per grade, UP Academy Springfield will determine the number of eligible applicants on the prioritized enrollment list who receive a seat at UP Academy Springfield following the lottery. For example, if 100 seats are available in the sixth grade, then applicants who are in spots 1 to 100 on the prioritized enrollment list will receive a seat at UP Academy Springfield. All eligible applicants whose names remain on the enrollment list after all available seats are filled will be placed on an active waiting list. The names on the active waiting list will be ordered in exactly the same order as on the prioritized enrollment list (i.e., the waiting list will take into account both priority status and the order in which names were drawn at the lottery). UP Academy Springfield will maintain an active waiting list for each grade throughout the subsequent academic year.

Immediately following the lottery, each eligible applicant will be assigned a status:

- **Accepted.** Student’s name has been drawn and accepted to attend UP Academy Springfield via a public lottery.
- **Waitlisted.** Student who was not initially admitted via a public lottery.

Whether or not the family is present at the lottery, the accepted or waitlisted student and his/her family will be sent a written letter within 48 hours, notifying them of their admissions status.

49 In its first year of operation (2016-2017 academic year), UP Academy Springfield will give enrollment priority to all students actually enrolled in the school to be restarted. A public lottery will be used to formally identify students with priority 1 status that will be offered seats and to fill the remaining available seats.

50 In year 1 (2016-2017), UP Academy Springfield will draw all names (or ID numbers) with Priority 1 status first at each lottery and will follow by drawing all students in priorities 2, 3, and 4 mixed.
**Public Lottery Process and Notification.** Annually, UP Academy Springfield may choose to hold more than one lottery. Even when all available seats are filled, additional lotteries will serve to build the waiting list. The required lottery processes (e.g., public notification of one month in advance for all application deadlines and one week in advance for all lottery dates) are strictly followed in all subsequent lotteries. Dates will be publicized via the UP Academy Springfield and UP Education Network websites. UP Academy Springfield may choose to hold electronic lotteries instead of traditional, paper-based lotteries. These electronic lotteries will be subject to the same DESE regulations that govern traditional, paper-based lotteries.

All public lotteries will start promptly at 6:00 p.m. and be held at the school, address TBD. At least one week notice will be given. Application deadlines will be on a rolling-basis. In other words, if UP Academy Springfield receives an application two days after an application deadline, the application will be included in the subsequent public lottery.

UP Academy Springfield will hold its first lottery each year in accordance with requirements defined by DESE. Applications will be due on Fridays, and the applicable lotteries will take place on the following Wednesdays. Families will be sent notification by the Friday following the lottery (within 48 hours of the lottery), and that notification will clearly indicate the deadline for the return of their Intent to Enroll Form, if applicable.

**Accepted Students.** Upon admission, all students/families will receive an Intent to Enroll form. Families should indicate their intent to enroll in writing by the applicable deadline. Families should return their Intent to Enroll form (1) by mail; (2) in-person; or (3) by fax.

If a family is not able to complete this form indicating acceptance/rejection of the seat, UP Academy Springfield will make a reasonable effort to contact the family and obtain their confirmation. UP Academy Springfield may accept verbal confirmation due to extenuating circumstances, but that verbal acceptance must be followed-up with written confirmation in a reasonable time period, to be determined by both parties. Note: This is not applicable in Year 1 (SY16-17). Any student actually enrolled at the school to be restarted who submitted a timely application for the lottery may be considered enrolled in the school even if they do not submit an Intent to Enroll form.¹

**Waitlisted Students.** All waitlisted students/families do not have to confirm in writing their intent to remain on the waitlist. However, all waitlisted students/families will have the opportunity to opt-out of staying on the UP Academy Springfield waitlist. All waitlisted students/families will receive a Waitlist Opt-Out form in the mail. If a student/family returns this form to UP Academy Springfield noting their intention to opt-out of the waitlist, then the student’s name will be removed from the waitlist.

The deadline to accept admission to UP Academy Springfield will be no fewer than 14 days after notification status is mailed. Families must return their Intent to Enroll form to UP Academy Springfield by the stated deadline to accept admission. Families will be provided with a self-addressed, stamped envelope. In addition, UP Academy Springfield will attempt to contact families via telephone, home visits, etc. in advance of the admission acceptance deadline to ensure that all families are aware of the upcoming deadline. After this deadline, UP Academy Springfield will update each applicant’s status, as applicable. Any changes in status will be communicated to applicants and their families in writing.

- **Enrolled.** An accepted student (whether initially accepted or moved off the waitlist) who has confirmed acceptance and/or intention to enroll in and attend UP Academy Springfield by returning an Intent to Enroll form. Note: In Year 1 (SY16-17), any student actually enrolled at the school to be restarted who submitted a timely application for the lottery may be considered enrolled in the school even if they do not submit an Intent to Enroll form.²
- **Loss of Seat.** An accepted student who has not confirmed intention to enroll by the deadline following reasonable follow-up by UP Academy Springfield or who has lost his/her seat due to ineligibility.
- **Withdraw.** A student (whether accepted or on the waitlist) who informed UP Academy Springfield of the decision to not enroll in UP Academy Springfield. This includes any waitlisted students who indicated via the Waitlist Opt-Out form that they would like to have their name removed from the waitlist.³

Students whose status is either Loss of Seat or Withdraw will be considered to have declined an offer of admission to UP Academy Springfield (or, in the case of students who returned the Waitlist Opt-Out form, to have declined an offer to be on

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¹ Per state law and ESE regulations, these students will be guaranteed a seat as long as a valid admission application is submitted prior to the first lottery. Applications submitted after the first lottery will still receive first priority, but these students will not be guaranteed seats.

² Per state law and ESE regulations, these students will be guaranteed a seat as long as a valid admission application is submitted prior to the first lottery. Applications submitted after the first lottery will still receive first priority, but these students will not be guaranteed seats.

³ A student may withdraw from UP Academy Springfield at any time, and enroll in a SPS school, in accordance with SPS Enrollment and Transfer Policies.
UP Academy Springfield’s waitlist). Students and their families will be informed of any changes in their status (e.g., loss of seat) in writing. These individuals will have at least five days to contact UP Academy Springfield if they have any questions on their change in status. If no contact is made after this five day period, these individuals must reapply to UP Academy Springfield to be considered for enrollment in the future.

UP Academy Springfield’s Principal reserves the right to adjust the timing of when the Intent to Enroll Form is due, as needed, so long as extensions are made uniformly across a single grade level.

UP Academy Springfield will not disclose student information, including the public announcement/disclosure of a child’s name during the public lottery, without explicit permission from parents/guardians. The school will provide parents/guardians the opportunity to consent or deny to the public announcement/disclosure of a child’s name during the public lottery on the UP Academy Springfield application.

Waiting List Policy. Waitlisted students will be notified of an offer of admission in a written letter that includes an Intent to Enroll form and self-addressed stamped envelope. Waitlisted students who receive an offer of admission must confirm their acceptance of this offer by returning an Intent to Enroll form to UP Academy Springfield by the deadline stated in the letter, which will be no fewer than 14 days after the notification is mailed. UP Academy Springfield will attempt to contact families via telephone, home visits, etc. in advance of the admissions acceptance deadline to ensure that all families are aware of the upcoming deadline.

If a waitlisted student is not admitted for a given year, s/he must reapply the following year. These families will be informed of this re-submission requirement by the school. In other words, waitlist rosters do not roll-over from year to year. The school will keep accurate records of its waitlist containing the names, home addresses, telephone numbers, and grade levels of students who entered the lottery but did not gain admission.

Grade Placement Policy. Students must successfully complete their current grade in order to be placed into the subsequent grade upon enrollment into UP Academy Springfield. If a newly enrolled student’s current school recommends that he or she should be retained in a grade level that UP Academy Springfield serves, UP Academy Springfield may require that student to enter UP Academy Springfield at that recommended grade level. If a newly enrolled student’s current school recommends that he or she should be retained in a grade level that UP Academy Springfield does not serve and UP Academy Springfield agrees with the retention decision, the student does not meet UP Academy Springfield’s eligibility criteria and will lose his/her seat at the school.

Vacancies Policy. Prior to the start of every academic year, UP Academy Springfield will fill vacancies with the next available waitlisted student for the grade in which the vacancy occurs as per the school’s backfilling policy. In the case that there is no waitlist, UP Academy Springfield will complete additional student recruitment and will hold an additional lottery to fill these seats.

We will comply with M.G.L. c. 71, § 89; 603 CMR 1.06 (4)(d) when attempting to backfill seats for UP Academy Springfield through February 15th. If there are vacant seats at the end of the school year, UP Academy Springfield will comply with M.G.L. c. 71, § 89; 603 CMR 1.06 (4)(d) when attempting to fill the vacancy in the applicable grade level prior to the beginning of the next academic year. The school will use its best efforts to align enrollment with SPS demographics. In addition to these regulations, the UP Academy Springfield Principal will consider enrollment goals and class size per grade level, projected student enrollment over time, and the number of seats awarded in UP Academy Springfield’s charter when deciding whether or not to fill vacancies.

Again, the required lottery processes (e.g., public notification, deadlines) are strictly followed in all lotteries.

Confirming Sibling Status
UP Academy Springfield defines a sibling, in accordance with state regulations, as “children who share a common biological or legal guardian as opposed to children who live in the same household but do not share a common parent.” To check for any potential inconsistencies with this definition, UP Academy Springfield reviews applicant data for siblings prior to each lottery (e.g., compares parent/guardian names and home addresses for siblings) and places a follow-up phone call to families as needed if there are questions as to an applicant’s sibling status.

54 UP Academy Springfield believes this flexibility will be necessary as it is impossible to predict what retention rates will be for each grade level and the impact of planning to backfill specific grades on long-term enrollment.
Confirming Residency (applies only to applicants who are not currently enrolled at a SPS school).

Students must be residents of Springfield, Massachusetts by the application deadline in order to enroll in UP Academy Springfield. When UP Academy Springfield receives an application, UP Academy Springfield first checks to determine whether a student is currently enrolled in SPS in order to correctly determine the student’s priority status. This is done by looking up the student name in SPS’s student database to determine if the student has a SPS ID number.

Families of students who are not currently enrolled in a SPS school (i.e., who do not currently have a SPS ID number) will be notified of SPS’s proof of residency requirements and registration process.

Prior to enrolling in UP Academy Springfield, the student’s parents or legal guardian will need to register at SPS’s Parent and Community Engagement Center (PACE). At the Parent and Community Engagement Center (PACE), they will be required to prove legal residence in the City of Springfield in order to comply with SPS’s student registration requirements.

All enrolled students must be registered with SPS, which requires proof of residency. Students who fail to meet residency requirements cannot be officially assigned to UP Academy Springfield.

For School Use Only:

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UP Academy Springfield

UP Academy Springfield is open to all students residing in the City of Springfield entering grades 6-8. UP Academy is a tuition-free, college-preparatory program with an extended school day and year. UP Academy Springfield will ensure that its students acquire the knowledge, skills, and strength of character necessary to succeed on the path to college and to achieve their full potential. Learn more at [http://www.upacademyspringfield.org](http://www.upacademyspringfield.org).

This application is required to enter the lottery for enrollment to UP Academy Springfield. The next deadline is **Friday, March 4, 2016 by 4pm** for the enrollment lottery on Wednesday, March 9, 2016. Please complete all fields and submit via one of the following methods.

- **Mail.** Mail your completed application to UP Education Network, located at 90 Canal St Suite 610, Boston, MA 02114.
- **In-person:** Drop-off your completed application in person at the main office of XXX school.
- **Email.** Scan your completed application, and email the file to enrollment@upacademyspringfield.org.
- **Fax.** Fax your completed application to 617.765.0446.

**Student name:** First Middle Last

**Gender (circle one):** Male Female

**Date of Birth (MM/DD/YYYY):** / / 

**Current school:** School name City of current school

**Is student currently enrolled in the Springfield Public Schools (SPS) (circle one)?** Yes No

**SPS ID Number (if known):**

**Student grade:** Student’s current grade during the 2015-2016 school year (circle one)

- 5th
- 6th
- 7th

**Which grade will the student be attending in the 2016-2017 school year (circle one)?**

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55 UP Academy Springfield requires proof of residency except in the case of homeless students.

56 In year one (2016-2017), this practice may be limited by our ability to receive access to Springfield Public Schools’ student database.

Home Language (optional)
Language(s) read at home:
Languages spoken at home:

Would you like to receive information in a language other than English (circle one)? Yes No
Language for translation:

Child’s Home Address:
Street number and name  City  State  Zip code

Child’s Mailing Address:
Street number and name  City  State  Zip code

Parent/Guardian 1 Information: First Name  Last Name
Relationship to student
Home phone  Work phone
Cell phone  Email

Parent/Guardian 2 Information: First Name  Last Name
Relationship to student
Home phone  Work phone
Cell phone  Email

Sibling Information: Please list any siblings below that are current students at the XXX Middle School and are applying to UP Academy Springfield for fall 2016. Please note: You MUST submit a separate application for each student applicant. Listing a sibling here does not replace the enrollment application.

Name
Grade in 2015-2016
Home Address
☐ Current XXX Middle School Student

Additional siblings:

Public Consent: Please check the box below ONLY if you do not want your child’s name read aloud during UP Academy’s public lottery. Leaving this box blank means you consent for UP Academy to read your child’s name aloud during the lottery.

☐ No, I do not want my child’s name read aloud during UP Academy’s lottery.

UP Academy does not discriminate on the basis of race, color, national origin, creed, sex, gender identity, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.

It is the family’s responsibility to notify us of any changes to the information provided on the application, including contact information. If any information provided is factually inaccurate the application is considered void unless corrected by the appropriate lottery deadline. It is the family’s responsibility to confirm that UP Academy has received this application by the deadline.

6th  7th  8th
* Prior to August 2016, your child must successfully complete the grade prior to the grade to which he or she is applying.
# DRAFT SCHOOL CALENDAR

## UP Academy Springfield 2016-2017 Calendar

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### Important Dates

- **August 4**: All staff report for Staff Orientation
- **August 4-16**: Staff Orientation
- **August 10-11**: Family Orientation Meetings, 5:30-8:00pm
- **August 19**: First day of school for all students
- **September 5**: Labor Day - No School
- **September 19**: Professional Development Day - No School
- **October 10**: Columbus Day - No School
- **October 12**: ANet: ELA (Approximate)
- **October 13**: ANet: Math (Approximate)
- **October 20**: Quarter 1 Closes
- **October 21**: Professional Development Day - No School
- **November 4**: Quarter 1 Report Card Night
- **November 11**: Veterans Day - No School
- **November 23**: Thanksgiving Break - Half Day
- **November 24-25**: Thanksgiving Break - No School
- **November 30**: ANet: ELA (Approximate)
- **December 1**: ANet: Math (Approximate)
- **December 11**: Professional Development Day - No School
- **Dec 19-Jan 1**: Winter Break - No School
- **January 13**: Quarter 2 Closes

### Notes & Formatting Key

- **School Calendar is subject to change.**
- School days begin promptly at 7:35 each morning. Dismissals on Monday, Tuesday, Wednesday, and Thursday are 3:15 and 4:15.
- Boxes with diagonal lines indicate an early dismissal of 1:15.
- Red boxes with diagonal lines indicate an early dismissal of 11:30.
- Shaded boxes indicate no school due to vacation or holiday.
- Green boxes indicate no school for students because of a professional day for teachers.
- Red boxes represent family events.
- Blue boxes represent start dates for students (beginning of the year, return from winter vacation).
- Purple boxes indicate Major Assessments.

- **August 4**: Staff Orientation
- **January 16**: Martin Luther King, Jr. Day - No School
- **January 27**: Quarter 2 Report Card Night
- **February 1**: ANet: ELA (Approximate)
- **February 2**: ANet: Math (Approximate)
- **February 20-24**: Professional Development Day - No School
- **March 15**: ANet: ELA (Approximate)
- **March 31**: Quarter 3 Closes
- **April 7**: Quarter 3 Report Card Night
- **April 12-13**: ANet: Math and ELA (Approximate)
- **April 14**: Good Friday - No School
- **April 17-21**: Early Dismissal (or day 185)
- **May 2-3**: PARCC: Science (Approximate)
- **May 8-12**: PARCC: ELA (Approximate)
- **May 29**: Memorial Day - No School
- **June 7-8**: Grade 8 Final Exams
- **June 9**: Quarter 4 Closes
- **June 13-14**: Grades 6 and 7 Final Exams
- **June 15**: Last day of school - Early Dismissal (or day 185)
- **June 16-22**: May be added in case of snow
**Date:** N/A  
**Objective:** Determine an author’s perspective on a topic, and use to predict probable perspectives on other topics.  
**Text:** "Straw Into Gold," Sandra Cisneros  
**Key Points:**  
- **Knowledge:** An author’s perspective is his or her outlook or way of thinking about a particular topic.  
- **Skill:** Identify textual details about a topic; use to infer an author’s feelings about the topic; generate a statement of perspective  
**Guiding Questions:** Based on what an author says about a topic, how does he/she feel about the topic? Based on the author’s feelings (or attitude), what is the author’s way of thinking about the topic?  
**Lesson Format:** Skill Process  
**Mode of Instruction:** Organizer (It Says, I Say, And So)

<table>
<thead>
<tr>
<th>LESSON TIMING</th>
<th>PART OF LESSON</th>
<th>WHERE IN THE TEXT?</th>
<th>TEACHER SCRIPT</th>
<th>EXEMPLAR ANSWERS &amp; PEAK THINKING</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 minutes</td>
<td>Do Now</td>
<td></td>
<td>(Use a PPT slide with directions to preview the anchor text, The House on Mango Street)</td>
<td>This text is much shorter overall, and is divided into many very short chapters.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>So, flip through the book. Look at the cover, look at the table of contents, look at individual pages.</td>
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<td></td>
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<td></td>
<td>We just finished a very long science fiction novel. What do you notice about how or why this book is different? What about this book strikes you?</td>
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</tr>
<tr>
<td>5 minutes</td>
<td>Homework</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 minutes</td>
<td>Purpose Setting</td>
<td></td>
<td>We’re transitioning into Unit 3 of 7th grade English, and we’re starting this new text. It’s so different from Ender’s Game! This text is clearly much shorter, and in some ways, seems simpler than Ender’s Game. But don’t get fooled! HOMS is a lot shorter, but smart readers recognize that the less text there is, the more meaning an author packs into individual phrases, sentences, and passages. Don’t get tempted to breeze through this book because it ‘feels’ easier! In this book, we have to change the way we think—we have to train our brains to focus on shorter passages in great depth, looking for the meaning.</td>
<td>With this focus in mind, we’re going to re-read a few passages from our homework last night (Straw Into Gold).</td>
</tr>
<tr>
<td>5 minutes</td>
<td>Modeling</td>
<td>“Somehow, though...” to “no one chased away.”</td>
<td>We’re going to look closely at a few paragraphs, looking for the author's meaning. Specifically, we’re going to look for her perspective—her way of thinking about a topic.</td>
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<td></td>
<td></td>
<td>I’m going to look carefully what the author says about her past and her writing career, because my ultimate goal is to figure out her perspective.</td>
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<td></td>
<td></td>
<td>First, I see the text says she is “amazed” that she was capable of finishing her master’s degree. She also says “I’ve managed to do a lot of things in life I didn’t think I was capable of, and many others didn’t think I was capable of either.”</td>
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<tr>
<td></td>
<td></td>
<td>It sounds like she feels surprised—she didn’t expect to be successful, and her family didn’t expect it either.</td>
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<td></td>
<td></td>
<td>“I am a woman, a Latina, an only daughter...” It sounds like she feels that she almost wasn’t supposed to have this life.</td>
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<tr>
<td></td>
<td></td>
<td>Based on how she’s feeling, it sounds like here, her perspective is that her writing career is really unexpected. She didn’t quite meet her family’s expectations.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>10 minutes</th>
<th>Guided Practice</th>
<th>“What would my teachers say?”</th>
<th>It Says: Who would’ve guessed it?...I wasn’t a very bright student...I have an avalanche of Cs and Ds, but I don’t remember being stupid...at school I never opened my mouth.</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>I Say: Her tone seems somewhat negative here. It sounds like she’s reflective, maybe a little embarrassed, about her lack of success at school.</td>
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<tr>
<td></td>
<td></td>
<td>And So: Her perspective on her past is that she was not set up for success—people would probably not predict that she would accomplish everything she has.</td>
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</table>

<table>
<thead>
<tr>
<th>10 minutes</th>
<th>Independent Practice</th>
<th>“I've done all kinds of things...”</th>
<th>It Says: I’ve done all kinds of things I didn’t think I could do. . .I’ve gone to a prestigious university, studied with famous writers...I met famous artists and writers. . .I couldn’t think of anything else I’d rather be than a writer. There has been straw for the taking—it can be spun into gold.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>I Say: She sounds awed, impressed, still</td>
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</tbody>
</table>
career? somewhat in disbelief that she's accomplished and seen so much. But she also sounds proud—I think she recognizes that she deserves these things.

And So: Her perspective is that her writing career has taken her places and given her things she never could have imagined, but it's always been the result of turning "straw into gold"—turning everyday life experiences into beautiful writing.

| Exit Ticket | 7 minutes |
DO NOW

Directions: Preview your new text, The House on Mango Street. When you are previewing a book, you are not reading in depth yet. Instead, you are:

- Looking at the Table of Contents
- Flipping through the pages
- Noticing the titles of the chapters
- Reading a few sentences occasionally

After you preview your book, complete the telling brainframe below: what do you notice about your book? What seems unusual, interesting, or significant? Does anything about it surprise you?

What I noticed about The House on Mango Street
EXIT TICKET

1.) Which statement would Sandra Cisneros most likely agree with?
   a.) Writing about your feelings is a helpful way to overcome tragedy
   b.) As you grow up, it’s important to preserve and remember your culture
   c.) Your memories of the past often influence the way you think about the present
   d.) Most successful adults have moved on from and forgotten their childhoods

2.) Sandra Cisneros most likely believes that…
   a.) Her successes are somewhat surprising, but are the result of hard work
   b.) Her childhood shyness caused her to struggle when given opportunities
   c.) Her destiny was to become famous and achieve great things
   d.) Her parents pushed her very hard to pursue her potential

3.) Based on the details Sandra Cisneros offers about her past, and her perspectives on those details, make a prediction: what topics will our new text, The House on Mango Street, probably focus on? Why?
<table>
<thead>
<tr>
<th>Objective: UP Academy Charter School of Springfield scholars will demonstrate the knowledge and skills necessary to succeed on the path to college.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure: Achievement Network assessments will indicate that students are on track, over the course of the year, to meet or exceed student achievement indicators for ELA as outlined in the school’s charter application. By the end of the school’s third year, 65% of students will be projected to be proficient in ELA. By the end of the school’s fourth and fifth year, 75% of students will be projected to be proficient in ELA.</td>
</tr>
<tr>
<td>Measure: Achievement Network assessments will indicate that students are on track, over the course of the year, to meet or exceed student achievement indicators for math as outlined in the school’s charter application. By the end of the school’s third year, 65% of students will be projected to be proficient in math. By the end of the school’s fourth and fifth year, 75% of students will be projected to be proficient in math.</td>
</tr>
</tbody>
</table>

Objective: UP Academy Charter School of Springfield scholars will develop exceptional strength of character necessary to achieve their full potential.

Measure: By the end of the school’s third year in operation, students will show high character by completing high quality homework, having high attendance rates, and displaying positive behavior as evidenced by over 80% of 6th, 7th, and 8th grade students maintaining end-of-year ASPIRE averages of 80 points or higher.

Objective: UP Academy Charter School of Springfield establishes a professional culture of reflection and feedback that results in a purposeful learning environment that is focused on student achievement.

Measure: All UP Academy Charter School of Springfield teachers will be observed by members of the leadership team and receive observation feedback (written or oral) at a minimum of 20 times each school year.

Measure: All Deans of Curriculum and Instruction will receive coaching and feedback from the principal on their instructional observations at a minimum of 20 times each school year.
KATHRYN RAE MULVEY

SUMMARY OF EXPERIENCE
Strategic planning and project management experience includes developing comprehensive growth plans and actionable theories of change, analyzing financial models to identify levers for improved sustainability, conducting benchmark studies to identify industry best practices, managing grantee and stakeholder relations, and creating high-impact communications materials.

EMPLOYMENT
Senior Portfolio Analyst – Strategic Grant Partners, Boston, MA Aug 2012 - Present
Description: Support all aspects of education grant making at SGP, a venture philanthropy foundation and pro-bono consultancy.
- Seek out potential investments through in-depth field research, networking, and industry literature reviews
- Facilitate strategic planning and business planning efforts to create multi-year growth plans for organizations seeking to refine and increase their impact
- Conduct analyses of successful education practices and organizations to codify best practices; recommend new programs, performance monitoring tools, and stakeholder engagement strategies that leverage best practices to SGP grantees to enhance their impact
- Support grantees on an as needed basis to ensure successful implementation of growth plans and best practices

Description: Supported government clients in strategic research, project planning, and evaluation design; led project teams to execute work streams and contributed to business development efforts.

- Monitored progress across 20 core project operations on a continuous basis using web-based data collection tools to track project growth, assess the effectiveness of engagement efforts, and identify opportunities for improvement
- Recommended data-driven improvement strategies, actionable execution plans, and risk mitigation strategies to enhance project’s virtual delivery of effective STEM resources and activities
- Created and presented numerous PowerPoint deliverables to NES manager, NASA leadership, and partner education organizations that demonstrate project growth and success stories to secure project funding and leadership support
- Integrated work streams of four contractor teams and civil servants, and facilitated knowledge sharing across teams

- Aligned Goddard Space Flight Center’s New Business Framework to the center’s existing business development initiatives to ensure the relevance and sustainability of new Flight Projects Directorate strategies

Team Member – Ashoka Youth Venture Evaluation Plan Jul 2010 – Mar 2011
- Analyzed more than 20 historic programmatic documents and conducted interviews with the leaders of eight field offices to identify Ashoka Youth Venture’s core impact areas, performance metrics, and available data collection tools
- Designed approach to collect and analyze data for an annual evaluation plan; resulting plan will be implemented nationwide to assess programmatic success on national and local levels for funders and partner organizations

Project Manager and Consultant – Main Street Partners, Boston, MA Jan 2013 – Present
- Manage team of volunteer consultants on 2-3 month consulting engagements with local small businesses to improve financial sustainability and increase efficiency of business operations
- Monitor team progress to ensure viability and effectiveness of all recommended strategies

- Recommended modifications for culinary class curriculum to enhance relevancy of classroom topics to student realities
- Oversaw teams of high school youth in weekly cooking classes to build culinary, teamwork, and leadership skills

EDUCATION
- Bachelor of Arts in Political Science

- Five month immersion study abroad program facilitated by Butler University

SKILLS
Highly proficient in Spanish, excellent writer, strong knowledge of multiple social media platforms, skilled in PowerPoint, Excel, and other Microsoft Office applications
KWAME WEBSTER

EXPERIENCE

July 2014- Present  Teach for America Western Massachusetts
Managing Director Western Massachusetts
- Establish a satellite corps of 25 corps members and 25 alumni of TFA in W. Mass.

January 2014- June 2014 Collaborative for Educational Services Northampton, MA
Online Curriculum Writer- Project Manager in History & Humanities
- Create and deliver downloadable professional development modules using primary sources for the Library of Congress’ website.
- Create and maintain 6 online courses for teacher certification classes through an LMS.

January 2011-December 2013 Urban League College Track New Orleans, LA
Tutor/Brotherhood Instructor
- Leads 10-15 high school age men of color teaching values through a mentoring program called Brotherhood.

August 2010- December 2013 Jefferson Chamber Foundation Academy (JCF A)
Harvey/Metairie, LA
Director of Curriculum
- Acted in lieu of Executive Director.
- Directed blended (online/direct instruction) high school curriculum for two campuses
- Led standardized test remediation with a 76% passing rate overall for at-risk students.
- Engaged community stakeholders to help students and graduate get jobs and matriculate into post secondary opportunities.
- Prepared paperwork for E-Rate and Title 1 reimbursements that saving JCFA over $50,000 each year.

Science Teacher
- Designed lessons and created a learning environment for at-risk students in Jefferson Parish with an 80% passing rate on Science GEE

EDUCATION

Google Applications for Education Certification Northampton, MA
The New Teacher Project August 2011/Teach for America 2010 Corps
Member New Orleans, LA
- Highly qualified teacher in Science Education, grades 6-12

September 2006- Present  Oberlin College Oberlin, OH
- Student Senate, Senior Admissions Intern, Resident Assistant

SKILLS AND INTERESTS.
Secretary of Christian Unity Church Board of Trustees helping the church make financial decisions.
Delcie Bean, founder and CEO of Paragus Strategic I.T., is a born entrepreneur. Having started his first company at the age of 8 and a non-profit at the age of 13, he thrives on coming up with ideas, building businesses and having a lot of fun in the process. Delcie’s mission is to use business and technological innovation as a positive force to impact the lives of clients, employees, colleagues and the community as a whole.

Delcie has come a long way since founding Vertical Horizons as a sophomore at Amherst Regional High School. That company has evolved into Paragus Strategic I.T. which currently employs more than 35 people, with new staff being added every 6-8 weeks. According to Inc. Magazine, Paragus is the 1532nd fastest-growing company in America and the 2nd fastest-growing IT company in New England. In 2013, CRN Global ranked Paragus the 30th fastest-growing IT company in the United States and the Greater Chamber of Commerce of Springfield named Paragus the 2nd fastest growing company in Hampshire and Hampden County. Paragus provides outsourced IT solutions for businesses and organizations. It is a fun and growing company whose employees are committed to delivering exceptional customer experience and enhancing the role of IT through strategic, proactive and cost-effective solutions. In addition to Paragus, Delcie is founder and CEO of:

- Waterdog Technologies, a technology distribution company with an innovative and disruptive business model. Waterdog is turning IT distribution on its head by making the profitability and success of its Managed Service Providers its primary objective.
- Valley Technology Outreach, a tech recycling non-profit that keeps PCs out of landfills.
- U-Commission, a brand new startup which has been called the “Elance” of commission art.

More recently, Delcie is channeling his passion and creativity into Tech Foundry, a nonprofit he started in May of 2013. By building a dynamic technology institute that will allow local high-school students to learn the skills needed to get high-paid tech jobs in the Valley, Tech Foundry aims to turn Western Massachusetts into a technology capital. Working with a diverse population of high school kids, Tech Foundry seeks to solve the shortage of computer science professionals in the region in a manner that will allow the curriculum to respond to market demand in close to real time. From creating jobs to attracting big business to the area, Tech Foundry is poised to have a massive, long-term impact on the future of the region.

Coming Soon! Since moving his operations to Springfield, Delcie has founded the Springfield Innovation Hub, a non-profit which seeks to launch an innovation themed café right in downtown Springfield. Aimed at creating a space that attracts entrepreneurs, free lancers, students, and business people, the café will be a gathering point where innovation, creativity, and passion can thrive and spread.

Currently 28 years old, Delcie lives in his home state of New Hampshire with his wife and two young boys. His passion for change and excitement has kept his work here in the Valley as he continues to see enormous potential for growth in this region.
ASHLEY MARTIN

PROFESSIONAL HIGHLIGHTS

- Four years coaching schools and districts around data-driven instruction and planning from standards
- Three years in pilot turn-around school as teacher, instructional guide & assistant principal
- Five years in Washington, DC public charter school as teacher & literacy coordinator
- National Board Certified Teacher in Adolescent/Young Adult English Language Arts
- Twelve years ELA teaching experience in middle school, high school, and college
  - National Writing Project Teacher-Consultant

EMPLOYMENT

<table>
<thead>
<tr>
<th>Present - 2010</th>
<th>THE ACHIEVEMENT NETWORK</th>
<th>Springfield, MA</th>
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<tbody>
<tr>
<td></td>
<td>Executive Director, WMA Network</td>
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<td>Managing Director, WMA Network</td>
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<table>
<thead>
<tr>
<th>2010 - 2007</th>
<th>DUGGAN MIDDLE SCHOOL</th>
<th>Springfield, MA</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Instructional Guide/Assistant Principal</td>
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<td></td>
<td>ELA Teacher/Department Chair</td>
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<table>
<thead>
<tr>
<th>2007 - 2002</th>
<th>THE SEED PUBLIC CHARTER SCHOOL</th>
<th>Washington, DC</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Literacy Coordinator</td>
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<td></td>
<td>AP English Language &amp; Composition Teacher</td>
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<td></td>
<td>English 7 &amp; 8 Teacher</td>
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<thead>
<tr>
<th>2002 - 1997</th>
<th>FAIRFAX COUNTY PUBLIC SCHOOLS, VA</th>
<th>Burke, VA</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Lake Braddock Secondary School</td>
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<tr>
<td></td>
<td>English 9 &amp; 11 Teacher</td>
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<tr>
<td></td>
<td>Pimmit Hills Alternative School</td>
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<td></td>
<td>English 11 Teacher</td>
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<td></td>
<td>Walt Whitman Middle School</td>
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<td></td>
<td>English 7 Teacher</td>
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<thead>
<tr>
<th>2001 - 1994</th>
<th>ADJUNCT ENGLISH INSTRUCTOR</th>
<th>Alexandria, VA</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Northern Virginia Community College</td>
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<td></td>
<td>Forsyth Tech Community College</td>
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<tr>
<td></td>
<td>University of Alabama</td>
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</tr>
</tbody>
</table>

CERTIFICATION

- Principal/Asst. Principal for Grades 5-8, MA Initial License (2009)
- English 5-8, English 8-12, MA Initial License (2007)
- Adolescence & Young Adulthood/ELA, National Board for Professional Teaching Standards (2003-2010)

EDUCATION AND HONORS

- Finalist for the Waddill Excellence in Teaching Award, Wake Forest University, 2001
- MA in Secondary English Education, Fellowship, Wake Forest University, 1997
- MA in English, Teaching Assistantship and Full Tuition Award, The University of Alabama, 1996
- BA in English, Phi Beta Kappa, Cum Laude, Birmingham-Southern College, 1993
Biography of Mr. Daniel J. Warwick, Springfield Superintendent of Schools

Daniel J. Warwick began his career with Springfield Public Schools nearly 40 years ago and has a wealth of experience as a teacher, principal and administrator. Rising through the ranks, Mr. Warwick’s keen expertise, spirit of collaboration and unwavering commitment has earned him a national reputation as a leader in education.

As Superintendent of Springfield Public Schools, Mr. Warwick oversees every aspect of the District, which encompasses about 26,000 students, approximately 4,000 employees, 52 schools (including eight alternative schools) and an annual operating budget of more than $400 million.

Appointed Superintendent on June 18, 2012, by a vote of the School Committee after a national search, Mr. Warwick is uniquely poised to move Springfield Public Schools forward. In formulating his action plan “The Springfield Promise – A Culture of Equity and Proficiency,” Mr. Warwick has carefully balanced his vast knowledge of the district’s history with a cutting-edge approach to developing its future. That future, Mr. Warwick has declared, is rooted in improving student attendance, academic achievement and the district’s graduation rate.

Prior to his appointment as Superintendent, Mr. Warwick served as Deputy Superintendent for more than a year. During that time, he managed the district’s budgeting team and successfully led contract negotiations with the district’s bargaining unions. Mr. Warwick also spearheaded the redesign of the district’s state-designated lowest performing schools. Mr. Warwick’s leadership in the unprecedented endeavor resulted in drastic student achievement improvements, provoking state officials to hail Springfield Public Schools progress as a model for rapid transformation.

From 2008 to 2011, Mr. Warwick served as Assistant Superintendent of Schools. In that role, he implemented a comprehensive principal evaluation process and led the district’s efforts in obtaining state approval for construction of a new vocational high school. From 2004 until 2008, Mr. Warwick served as Assistant Superintendent of 21 schools. He increased academic gains at those schools by more than twice the district’s average rate. As an elementary school principal from 1991 to 2004, Mr. Warwick transformed Glenwood from an underperforming school to one that boasted the state’s highest levels of student achievement. His success in improving student achievement has been widely recognized and includes the prestigious Blue Ribbon School Award, an honor bestowed on Mr. Warwick by United States Department of Education in 2004.

Mr. Warwick’s tenure with the district also includes working as Supervisor of Special Education from 1988 to 1991 and as a Master Teacher for the Pupil Adjustment Program from 1986 to 1988. Prior to that, he served as a teacher for 10 years.

Mr. Warwick holds a Certificate of Advanced Graduate Studies from American International College, a master’s degree in education from American International College, a bachelor’s degree in education from Westfield State University and fellowships for Advanced Educational Learning from Harvard University, the University of Pittsburgh and American International College.

Having begun his career in education as a Springfield Public Schools substitute teacher, Mr. Warwick describes his ascent to superintendent as a privilege and a dream come true. A lifelong Springfield resident, he is married to Mary Warwick. They are the proud parents of two adult children, Maura and Seamus.
TIM NICOLETTE

Experience

2013 -- Present
UP EDUCATION NETWORK BOSTON, MA
President (promoted from Chief Administrative Officer)
Manage network office day-to-day to provide high quality management and support to help achieve mission of “rapidly transforming chronically underperforming district schools into extraordinary schools that sustain high achievement over time.”

2010 –
BOSTON PUBLIC SCHOOLS BOSTON, MA
Chief of Staff
2013
Cabinet position in urban district with 57,000 students and nearly 8,500 employees. Primary day-to-day liaison managing relationships with 7 member School Committee. Worked closely with Superintendent and School Committee Chair to identify policies that will accelerate student achievement, and collaborate with senior district staff to develop strategies and plans to effectively implement policies. Planned and coordinated Cabinet and Executive Team meetings and oversee the Superintendent’s Office.

2009 – 2010
Deputy Chief Financial Officer
Supported Chief Financial Officer in developing and managing $821M budget. Assisted Superintendent with special projects, including development of district’s 5 year strategic plan.

2008 -
CITY OF BOSTON BOSTON, MA
2009
Advisor to the Mayor Thomas M. Menino
Provided general policy advice to the Mayor and assisted in writing major speeches, including the State of the City address. Worked with Boston Public Schools Chief Financial Officer to identify cost savings and balance the district’s $817M budget.

Summer 2007
DELL INC. AUSTIN, TX
Sales & Marketing Intern
Designed and executed customer segmentation pilot project estimated to produce $40M in incremental revenue.

2003 - 2006
L.E.K. CONSULTING BOSTON, MA
Associate Consultant (promoted from Associate)
A global strategy consulting firm with 900+ professionals and 20 offices worldwide. Launched primary research campaigns to assess market landscapes, competitive trends, and customer dynamics for clients ranging from leading retailers to airlines. Mastered secondary research sources and methods. Managed teams of 2-3 associates in market research and financial analysis.

2004-2006
INSPIRE, INC. BOSTON, MA
Board Member, Executive Director
A non-profit that provides pro bono consulting services to educational organizations and non-profits. Managed executive committee, led expansion to new offices in four cities, and increased total cases and active volunteers.

2002-2003
INTERVARSITY CHRISTIAN FELLOWSHIP NEW YORK, NY
Development Staff Worker at Columbia University
A national non-profit with 560 U.S. college chapters building student leadership in community service.

Education

2006-2008
HARVARD BUSINESS SCHOOL BOSTON, MA
Master in Business Administration.

1998-2002
COLUMBIA UNIVERSITY NEW YORK, NY
Bachelor of Arts degree, magna cum laude, in Philosophy, minor in Religion.
When one begins learning about or working with the Irene E. and George A. Davis Foundation, the famous humility of the Foundation exemplified by its Trustees, John and Steve Davis, becomes strikingly and quickly obvious.

The casual observer might never know that the Davis Foundation is considered one of the largest family foundations in Massachusetts and that it is increasingly seen as a nation model in terms of its commitment to early education. So, it should come as no surprise that when the Trustees identified the person they wanted to lead the Foundation as executive director they chose a person cut from the same cloth, Mary Walachy. When reminded of the critical role she plays in the advancement of the Foundation’s ambitious agenda, particularly around its role in early education and care, she is quick to say; “It feels very uncomfortable for me to talk about my work here, because, after all, there are lots of people who play a role in our success.”

Not long after graduating with an M.S.W. degree from the University of Connecticut in Social Work Administration, Mary went to work as executive director of the Mental Health Association of Greater Springfield, managing a multi-million dollar organization with over 140 employees.

Hired in 1997 to manage the affairs of the Davis Foundation, Walachy’s responsibilities include development of the organization’s strategic direction, general oversight of its administration, developing proactive and new funding initiatives, developing the Foundation’s funding and application guidelines and reviewing grant proposals.

But that's just what the resume says. In truth, Walachy is the unassuming, effective, driving force for the Foundation and its agenda. That agenda has included the development of a niche as a leading funder in education and early education, specifically through creation of the Cherish Every Child Initiative in Springfield, Massachusetts.

Under Walachy’s direction, the Cherish Every Child Initiative has been a critical ally in the successful passage of universal Pre-K legislation in the Commonwealth of Massachusetts. The initiative has also successfully engaged the workforce development and family literacy establishment in recognizing the long-term return on investments in early education.

Given her background in non-profit management, Walachy served as a driving force in the Davis Foundation’s establishment of a three-year capacity building grant making initiative for nonprofits in Western Massachusetts helping them expand their internal skill level in the areas of finance, strategic planning, technology and business case development.

Walachy has also directed the Foundation into new areas of collaboration including the CAN DO initiative launched in partnership with the Robert Wood Johnson Foundation and the Hampden County Regional Employment Board to address the critical nursing shortage in Western Massachusetts.

She also was a critical voice in the establishment of a Hispanics in Philanthropy three-year initiative designed to build capacity of Hispanic-serving organizations. Guiding the collaboration with the Lumina, Balfour and Boston Foundations, her voice was critical to the establishment of the Achieving the Dream Initiative designed to address community college retention and graduation. Under her direction, the Foundation has received national recognition for its work, including a feature in the National Center for Family Philanthropy and in the Council on Foundations' book "The Giving Family".

Named the 2005 "Woman of Distinction" by the Pioneer Valley Girl Scout Council, Walachy is active and engaged in community work beyond her role at Davis:

* Co-Chair - Homes Within Reach - City of Springfield Plan to End Homelessness
* Member, Board of Directors & Exec. Comm., Springfield Chamber of Commerce
* Trustee & Member of Coord. Council, PV Planning Comm.-Plan for Progress
* Member, Grantmakers in Education
* Member, Grantmakers for Children Youth and Families
* Member, Steering Committee, Massachusetts Early Education for All Campaign

What Walachy is most known for, however, is the humble determination with which she has helped establish the Davis Foundation as a leading philanthropic organization both locally, statewide and increasingly on the national scene.
SCOTT R. GIVEN
E-mail: sgiven@upeducationnetwork.org

EXPERIENCE

UP EDUCATION NETWORK
Founder and Chief Executive Officer
Boston, MA
January 2009 – Present
- Spearheaded the launch and early development of the organization in 2009-2010 by composing strategic plan, raising necessary start-up funding, and negotiating initial turnaround contract, among other activities
- Have led and overseen academic, operational, talent, and external relations functions of the organization since its formal founding in 2010
- UP Education Network is a nonprofit school management organization whose mission is to rapidly transform chronically underperforming district schools into extraordinary schools that sustain high achievement over time
- The fast-growing organization will be serving more than 2,500 students across five turnaround schools as of the 2014-15 academic year
- In spring 2013, UP’s two schools were ranked #1 and #2 statewide, respectively, in mathematics student growth out of the 496 public schools in Massachusetts serving middle school students
- UP was named NewSchools Venture Fund’s 2013 U.S. Education Reform Organization of the Year

EXCEL ACADEMY CHARTER SCHOOL
Principal
East Boston, MA
- Engineered transformation of struggling school into highest-performing public middle school in Massachusetts
- Restructured and subsequently oversaw all school policies and procedures, including but not limited to school operations, behavior and accountability systems, student support processes, and curriculum development and assessment tools
- Initially hired more than 20 staff members to comprise team for the 2005-06 school year, and thereafter co-led a rigorous hiring process to ensure top talent in every position at the school
- School ranked as #1 highest-performing public middle school in Massachusetts in 2008, as measured by the percentage of students scoring at the Advanced or Proficient level on the MCAS (Math and ELA, Grades 6-8)
- School recognized as National Charter School of the Year in 2007

BOSTON COLLEGiate CHARTER SCHOOL
Social Studies Teacher; Director of Athletics
Dorchester, MA
August 2003 – June 2005
- Taught U.S. History, Economics, and Comparative Government to inner-city high school students
- Oversaw athletic program offerings for the school’s nearly 400 students

THE PARTHENON GROUP
Associate
Boston, MA
Winter 2001; August 2002 – July 2003
- Conducted wide-ranging strategic and macroeconomic analysis as a member of case teams assisting global corporations, start-up firms, and education organizations

GOLDMAN, SACHS & COMPANY
Financial Analyst/Intern, Investment Banking – Bank Debt Portfolio Group
New York, NY
Summer 2001
- Performed valuation analysis, conducted due diligence, and interacted with senior management and capital markets personnel in conjunction with the execution of leveraged loan transactions

OFFICE OF U.S. REPRESENTATIVE EDWARD J. MARKEY
Legislative Intern
Washington, DC
Spring 2001
- Handled office duties ranging from constituent correspondence to extensive research on education legislation

EDUCATION

HARVARD BUSINESS SCHOOL
Master of Business Administration
Boston, MA
First-Year Honors
June 2010

DARTMOUTH COLLEGE
Bachelor of Arts
Hanover, NH
Major: Economics; Minor: Government
June 2002
Grade Point Average: 3.84
Graduated summa cum laude
RACHEL ROMANO
SCHOOL LEADERSHIP EXPERIENCE

VERITAS PREPARATORY CHARTER SCHOOL, SPRINGFIELD, MA 2011-current

Founder and Executive Director
Designed, proposed and launched a charter public school to serve 324 students in grades 5 – 8 with a college prep mission. Developed all aspects of the organization including; governance, finance, operations, and academic program.

Accomplishments:
- Closed the achievement gap for the majority of students within two years
- Achieved an increase of over 30% in the percentage of students who scored proficient and advanced on the MCAS in both ELA and Math in one year

BUILDING EXCELLENT SCHOOLS, Boston, MA 2010-2011
FELLOW
Participated in a year-long Fellowship with this highly-selective, national non-profit organization that provides in-depth training in all aspects of charter school leadership and deep study of the Nation’s highest performing urban public schools.

CHRISTA MCAULIFFE REGIONAL CHARTER SCHOOL, Framingham, MA 2008-2010
Principal/Executive Director
Brought on as Principal in July 2008, took on responsibilities of Executive Director starting in July 2009; Responsible for oversight and operations of school including; academic success, faithfulness to charter, and organizational viability.

Accomplishments related to Academic Success:
- Gathered and analyze data to create a plan for improvements to school structures and practices; Engaged and coordinated all stakeholders and school groups around school improvement including the Board of Trustees, teachers, parents, and students
- Designed and implemented Professional Development focused on increasing student achievement through data-driven instruction and differentiation instruction, built capacity in teachers to analyze student achievement data and use it to inform instruction
- Increase in student achievement on the 2009 and 2010 MCAS in ELA and mathematics for the aggregate and all sub-groups, with significant gains in special education sub-group, improving the school’s accountability status from “Needs Improvement” to “Level 1: Meets Requirements”

Accomplishments related to Organizational Viability:
- Created a strategic plan to guide the Board of trustees oversight of major goals, benchmarks of progress through 2013
- Re-negotiated lease for school facility to avoid budget cuts in FY10 to save the organization $130,000
- Increased enrollment by 62% from 2009 to 2010, from 61 to 98 students entering the incoming 6th grade class; increasing revenue by approximately $400,000 and allowing the school to add staffing and materials to further improve the academic program.

Assistant Principal
- Responsible for discipline of students in grades 6, 7, 9, and 10, implementing the Springfield Public Schools Code of Conduct
- Supervised and evaluated teachers, providing support in planning of content-based instruction based on the Massachusetts Curriculum Frameworks
- Held teachers, students, and self to high standards of performance and behavior
- Partner with parents to support the behavioral and academic needs of students

TEACHING EXPERIENCE

DUGGAN MIDDLE SCHOOL, Springfield, MA 2002 – 2007
Teacher
- Planned and implemented standards based instruction consistent with the Massachusetts Curriculum Framework to sixth and seventh grade students
- Held all students to high expectations for academic achievement and behavior and implemented effective classroom management practices for classes and promoted effort as a critical component to achievement
- Selected as Collaborative Professional Development Teacher to provided embedded professional development to teachers based on specific needs identified through classroom observations and student performance data
- Planned and delivered professional development to support school improvement goals; Coordinated and facilitated model lessons and follow up discussions for groups of teachers to stimulate the necessary dialogue to improve instruction
• Worked closely with principal in all aspects of school improvement including: student recruitment, teacher recruitment, and professional development planning
• Member of the Design Team charged with creating a turn-around plan for the transformation of a traditional urban middle school into a commonwealth pilot school in collaboration with staff, families, community partners, and students
• Facilitated district professional development at various schools to demonstrate for teachers how to use protocols to look at student and teacher work and improve instruction

**SOUTH HADLEY HIGH SCHOOL**, South Hadley, MA 2001-2002

*Teacher*

• Planned and implemented standards based instruction consistent with the Massachusetts Curriculum Framework; Responsible for implementing instructional accommodations as indicated in students’ Individual Educational Plans

**EDUCATION**

University of Massachusetts, Amherst, MA.
*M.Ed. in School Administration, 2009*

Syracuse University, Syracuse, NY.
*BS Broadcast Journalism, 1999*

**CERTIFICATIONS**

MA Assistant Principal/Principal license, 2008
MA Teaching License ELA 5-8, 2002

**COMMUNITY SERVICE**

Troops to Teachers, Mentor
B. JOHN DILL, CRE, FRICS
166 Park Drive
Springfield, MA 01106

EMPLOYMENT

Current
President and Principal, Colebrook Realty Services, Inc. and affiliates. Commercial Real Estate, Advisory, Management, Brokerage and Development entities with offices in Springfield and Holyoke, MA.

1974 to 1998
Executive Vice President, SIS Bancorp and SIS Bank (Now TD Bank). President and CEO, Colebrook Corporation and affiliates, engaged in commercial real estate development, management, finance, brokerage and consulting.

PROFESSIONAL DESIGNATIONS/LICENSES

Mr. Dill holds the Counselors of Real Estate designation. (Membership is by Invitation.) He holds a Construction Supervisor License of the Commonwealth of Massachusetts, Connecticut & New York. He is a qualified Chairman for FINRA Securities Arbitration Matters. Mr. Dill has been elected as a Fellow of the Royal Institution of Chartered Surveyors.

EDUCATION

1974
A.B. Williams College, Williamstown, Massachusetts, Cum Laude.

PROFESSIONAL TRAINING

1978
School of Mortgage Banking, Northwestern University, Evanston, Illinois.

1986
P.M.D. Graduate School of Business, Harvard University, Cambridge, Massachusetts.

Various courses in Commercial Real Estate Finance and Valuation.

TRUSTEE/DIRECTOR:

Massachusetts Housing Investment Corporation
Founding Director – 1993 – Present. Non-profit Equity Investor/Financer of Affordable Housing and LIHTC and New Markets Tax Credit assisted commercial development throughout New England. Since its inception, it has placed in excess of One (1) Billion (US) dollars in qualified developments.

Fallon Community Health Plan, Inc.
Director – 2014
Baystate Health Systems
Chairman of the Board 2004 – 2006, Director 1995 – 2007. A system of three (3) hospitals including an academic medical center with Tufts University teaching affiliation with a $1.4 Billion (US) annual budget.

BHIC
Independent Director
Casualty and Professional Liability Insurance Company, Cayman Islands.

Baystate Health Systems - Investment Committee
Member 1990 - 2014

The Counselors of Real Estate - New England and Upstate New York Chapter
Past President

Western Massachusetts Life Care Corporation
Past Chairman, Director

Springfield School Volunteers
Current Board Chair, Past President, Director

WGBY (Public television in western Massachusetts)
Past Director

Massachusetts Business Alliance for Education
Past Director

Greater Springfield YMCA
Past Director

Community Music School of Springfield
Past Director

Springfield Library and Museums Association - Finance Committee
Past Director

Springfield Education Fund
Director

American International College
Past Trustee

Stage West (Professional Theater in Western Massachusetts)
Past Director

Mercy Hospital
Past Director

Commonwealth of Massachusetts Community Service Commission
Founding Commissioner

City of Springfield Parks Commission
Past Chairman

WFCR 50th Anniversary $8.5 Million Dollar Capital Campaign
Chairman
ACADEMIC AND BUSINESS SERVICES AGREEMENT
By and Between
UP EDUCATION NETWORK, INC. and
THE BOARD OF TRUSTEES OF THE UP ACADEMY CHARter SCHOOL OF SPRINGFIELD

This Academic and Business Services Agreement (the “Agreement”) is made and entered as of the “Effective Date,” by and between UP Education Network, Inc., a not for profit entity (“UP Education Network”) and the Board of Trustees of the UP Academy Charter School of Springfield, a Massachusetts Horace Mann public charter school (the “UP Academy”), each a “Party” and collectively the “Parties.” This agreement should be interpreted consistent with any Memoranda of Understanding entered into by the Board of Trustees of UP Academy and Springfield Public Schools.

WHEREAS, UP Education Network is a provider of educational services;

WHEREAS, the Board of Trustees of UP Academy has been granted by the Massachusetts Board of Elementary and Secondary Education (“BESE”) the authority to operate a Horace Mann public charter school;

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

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

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

1. DEFINITIONS

The following terms used in this Agreement shall have the meanings given in this section. In addition, other terms are defined in the substantive provisions of this Agreement.

“Accountability Plan” means the accountability plan prepared by UP Academy and approved by the Department of Elementary and Secondary Education (“DESE”), pursuant to 603 CMR 1.05 (1)(j), which plan sets rigorous, measurable goals for student learning outcomes, organizational viability, and faithfulness to the Charter as required by the Massachusetts Board and Department of Elementary and Secondary Education.

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

“BESE” means the Massachusetts Board of Elementary and Secondary Education.

“Board of Trustees” means the Board of Trustees of UP Academy.

“Charter” means UP Academy’s charter, issued by BESE, which authorizes the Board of Trustees of UP Academy to organize and operate UP Academy, including the Charter Application insofar as may be apt.


“Curriculum” means a defined and prescribed course of studies in line with the Massachusetts Curriculum Framework, including scope and sequence, an assessment system, and a variety of instructional materials and related documents.

“Director of Operations” means UP Academy’s employee, regardless of title, with senior responsibility for managing non-academic operations.

“Deans of Curriculum and Instruction” means UP Academy’s employees, regardless of title, with senior responsibility for managing academics and instruction, including but not limited to curriculum development, teacher training, and teacher management.
“DESE” shall mean the Massachusetts Department of Elementary and Secondary Education.

“Effective Date” has the meaning set forth in the recitals, or the date this Agreement is approved by the BESE or the Commissioner of Elementary and Secondary Education if authority is so delegated, pursuant to G.L. c. 71, § 89, and 603 CMR 1.00, whichever is later.

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

“Finance Committee” is a committee appointed by the Board of Trustees to provide oversight of the financial operations of UP Academy.

“Key Employees” shall mean the following employees of UP Education Network: Scott Given, Tim Nicolette, Jennifer Lopez, Nicole Dorn, Elizabeth Reid, Victoria Criado, Erin Walsh-Hagan, and Samantha Cohen.

“Marks” means all trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to UP Education Network. Such materials shall include, but are not limited to “UP Education Network.”

“Memoranda of Understanding” means the Type A Memorandum of Understanding between UP Academy’s Board of Trustees and SPS, as submitted to DESE and subsequently modified by UP Academy’s Board of Trustees and SPS, and the Type B Memoranda of Understanding between UP Academy’s Board of Trustees, SPS, and the various bargaining units.

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

“Principal” means the UP Academy employee with senior authority for the day-to-day academic program of UP Academy, as described in the Charter Application.

“Proprietary Information” means any new or useful art, discovery, contribution, finding, process, procedure, system, design, configuration technology, works of authorship or improvements of UP Education Network, whether communicated orally or in writing, including, but not limited to any instructional materials, training materials, curriculum and lesson plans, and other materials developed by UP Education Network, its employees, agents or subcontractors, or any individual working for UP Education Network, and any modifications to or derivatives of any of the foregoing, except to the extent that such information is UP Academy Intellectual Property.

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

“School” is UP Academy Charter School of Springfield, a Horace Mann public charter school.

“Service Grid” is a document that provides more detailed descriptions of the specific services provided by UP Education Network.

“SPS” means Springfield Public Schools.

“State” means the Commonwealth of Massachusetts.

“Supervised Personnel” mean UP Education Network personnel acting under the supervision of one or more Key Employees.

“UP Education Network” has the meaning set forth in the recitals.

“UP Academy Intellectual Property” means Proprietary Information created using the public funds of UP Academy.

“UP Education Network School Model” means the educational program prescribed by UP Education Network’s operating manuals, to be provided by UP Education Network to the Principal and Director of Operations of UP Academy.
“UP Academy” has the meaning set forth in the recitals. Where any service, change, budget, contract, decision, or any other act under the Agreement calls for the approval of UP Academy, such approval is to be obtained from the Board of Trustees, or such committee, person or persons expressly designated by the Board of Trustees to grant such approval.

“Use”, as applied to the Marks or any other Proprietary Information, or any Confidential Information, means the right or the exercise of the right to load, execute, store, transmit, display, copy, disseminate, reproduce, maintain, modify, enhance, create derivative works, make, cause to be made, license or sublicense.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of UP Education Network.

UP Education Network represents and warrants as follows:

(a) **Organization.** UP Education Network is a non-stock, not for profit corporation duly organized under the laws of the State of Delaware, with the purpose and legal ability to contract to provide educational management services. UP Education Network shall notify the Board of Trustees of UP Academy of any change in its corporate status. UP Education Network shall not change its corporate status such that this Agreement is materially affected.

(b) **Authority.** UP Education Network is authorized to do business in the State. UP Education Network has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of UP Education Network, enforceable against UP Education Network in accordance with its terms.

(c) **Full Disclosure.** No representation or warranty of UP Education Network herein and no statement, information or certificate furnished or to be furnished by UP Education Network pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(c) **Litigation.** There is no suit, claim, action or proceeding now pending or, to the knowledge of UP Education Network, threatened before any Regulatory Authority, to which UP Education Network is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon UP Education Network. No such judgment, order, decree or award has been entered against UP Education Network which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of UP Education Network, threatened before any Regulatory Authority involving UP Education Network which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

(d) **Conduct of UP Education Network.** UP Education Network has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to UP Education Network, which include, but are not limited to, the Internal Revenue Code, the non-profit corporation law of Massachusetts and relevant Massachusetts law regulating charter schools, including but not limited to M.G.L. c. 71, § 89 and 603 CMR 1.00 et. seq. UP Education Network has maintained and will maintain adequate records of the activities and decisions of UP Education Network to ensure and document compliance with all such laws and regulations. UP Education Network acknowledges that UP Academy is subject to the Massachusetts public records and open meetings laws of Massachusetts, and relevant Massachusetts law regulating charter schools, and UP Education Network shall assist UP Academy with compliance with any applicable State laws, including ensuring that UP Academy has access to any and all records deemed public records of the School in order for UP Academy to respond to any public records requests. UP Education Network acknowledges that the Board of Trustees of UP Academy are subject to the Massachusetts Conflict of Interest Law (M.G.L.c. 268A) and that by letter dated January 5, 2011, the State Ethics Commission has advised that the Key Employees will be deemed to be “state employees” or “special state employees” for purposes of Massachusetts Conflict of Interest Law.

2.2 Representations and Warranties of UP Academy.
UP Academy represents and warrants as follows:

(a) **Organization.** The Board of Trustees of UP Academy is the holder of a Charter granted by BESE on (TBD) for a five-year period. As such, it is a Massachusetts Horace Mann charter school, duly organized under the laws of the Commonwealth of Massachusetts, with the purpose and legal ability to operate a charter school and to contract for educational management services.

(b) **Authority.** Subject to the terms of the Charter and the approval of BESE, the Board of Trustees of UP Academy has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of the Board of Trustees of UP Academy, enforceable against the Board of Trustees of UP Academy in accordance with its respective terms.

(c) **Litigation.** There is no suit, claim, action or proceeding now pending or, to the knowledge of the Board of Trustees of UP Academy, threatened before any Regulatory Authority, to which the Board of Trustees of UP Academy is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the Board of Trustees of UP Academy. No such judgment, order, decree or award has been entered against the Board of Trustees of UP Academy which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of the Board of Trustees of UP Academy, threatened before any Regulatory Authority involving the Board of Trustees of UP Academy which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

(d) **Full Disclosure.** No representation or warranty of the Board of Trustees of UP Academy herein and no statement, information or certificate furnished or to be furnished by UP Academy pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(e) **Conduct of UP Academy and the Board of Trustees.** The Board of Trustees of UP Academy has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to the Board of Trustees and UP Academy, which include, but are not limited to, the Internal Revenue Code, the public records and open meetings laws of Massachusetts, and relevant Massachusetts law regulating charter schools, including but not limited to M.G.L. c. 71, § 89, and 603 CMR 1.00 et seq. The Board of Trustees of UP Academy has maintained and will maintain adequate records of the activities and decisions of the Board of Trustees of UP Academy to ensure and document compliance with all such laws and regulations. To the extent permitted by law, the Board of Trustees of UP Academy agrees to provide UP Education Network with copies of all such records and to allow UP Education Network to, at UP Education Network’s discretion, assist with the preparation and retention of such records to the extent permitted by law.

(f) **Due Authorization.** The Board of Trustees of UP Academy is authorized to organize and operate UP Academy and is vested with all powers necessary to carry out the educational program outlined in the Charter. Regardless of the delegation of any duties to UP Education Network, UP Academy shall at all times retain all rights and responsibilities under the Charter.

3. **AUTHORITY**

3.1 **Delegation of Authority to UP Education Network.**

The Board of Trustees of UP Academy hereby authorizes UP Education Network to undertake the functions specified in this Agreement in regards to business and academic services of UP Academy on behalf of UP Academy, exercised in a manner consistent with the Charter, the UP Academy bylaws, and the Memoranda of Understanding, it being understood that, at all times, UP Education Network remains accountable and subject to the oversight of the Board of Trustees of UP Academy as provided for in this Agreement.
and by law. UP Academy, through its Board of Trustees, also authorizes UP Education Network to take such other actions consistent with the terms of this Agreement, and which are necessary in UP Education Network’s good faith and reasonable judgment to properly and efficiently manage or operate UP Academy, provided such actions are consistent with the Charter, policies of the Board of Trustees, applicable laws and the annual UP Academy budget approved by the Board of Trustees. UP Academy and the members of its Board of Trustees shall ensure that UP Education Network has all power and authority necessary to carry out the duties of UP Education Network under this Agreement.

3.2 UP Education Network Authority to Subcontract.

Except to the extent prohibited by law, this Agreement or the Memoranda of Understanding, UP Education Network may subcontract any function or service it is obligated to provide hereunder in accordance with the budget established by the Board of Trustees, provided that no such subcontract shall relieve or discharge UP Education Network from any obligation or liability under this Agreement. Such subcontracting includes but is not limited to utilizing SPS discretionary services available to pilot and Horace Mann charter schools for a fee. Notwithstanding the foregoing, UP Education Network shall obtain the prior approval of the Board of Trustees in the event that UP Education Network plans to subcontract all or substantially all of the services to be provided to UP Academy in any one or more of the following categories of services (as further described herein):

(a) Staff Recruiting; and
(b) Financial Management.

3.3 Conflict with Charter.

To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control if the subject of such conflict would require an amendment to the Charter.

4. DUTIES AND OBLIGATIONS OF UP EDUCATION NETWORK

4.1 Services

In exchange for the Service Fee, described in Section 7.4 and paid by UP Academy to UP Education Network, UP Education Network will provide a collection of instructional and operational services. These services are listed below. Further details about annual service provision will be articulated in the Service Grid and will be determined upon mutual agreement of the Parties by July 1, annually. Services are subject to change, also upon mutual agreement of the Parties. UP Education Network shall provide any other services it deems necessary or expedient for the provision of teaching and learning at UP Academy and as may be approved by the Board of Trustees of UP Academy.

- Selecting, managing, coaching, and evaluating the Principal (see section 4.5). Selection and evaluation of the Principal is subject to the Board of Trustees’ approval, consistent with any applicable Memoranda of Understanding;
- Selecting, managing, coaching, and evaluating the Director of Operations (see section 4.6);
- Advising the Principal on the development and implementation of the School’s curriculum, subject to the Board of Trustees’ approval, in line with the Massachusetts curriculum frameworks, and consistent with all applicable laws;
- Advising and managing the Principal on development and implementation of instructional methods and assessment systems;
- Advising and managing the Principal on the development and implementation of the School’s academic program;
- Advising and managing the Principal and Director of Operations on the development and implementation of the School’s schedule and calendar;
- Advising and managing relevant school personnel on the development and implementation of the School’s special education service provision;
- Advising and managing relevant school personnel on matters related to special education compliance;
- Supporting the completion of certain government and data reports;
- Supporting successful execution of all charter renewal processes;
- Administering and analyzing mid-year and end-of-year surveys of the School’s staff members, and providing such analysis to the Principal and Director of Operations;
- Preparing for and participating in the School’s Governing Board and Committee meetings;
- Negotiating with relevant collective bargaining units, in collaboration with the school’s Board, Principal, and Director of Operations, when appropriate and necessary;
- Coordinating and leading some but not all school tours;
- Managing and administering the School’s website, and marketing the school to external audiences;
- Managing the School’s media relations;
• Managing the School’s governmental relations;
• Advising and managing the Principal and Director of Operations on matters related to neighborhood and community relations;
• Overseeing the process of making major facility renovations or improvements to the extent required by the Board of Trustees, consistent with any applicable Memoranda of Understanding;
• Managing furniture procurement and purchasing;
• Supporting the design, procurement, and installation of exterior and interior signage;
• Advising and managing the Principal and Director of Operations on matters related to fiscal policies and procedures as adopted by the Board of Trustees (see section 5.4);
• Advising and managing the Principal and Director of Operations on the development and management of the School’s budget and cash flow (see section 4.4), budget is subject to Board approval;
• Supporting the school’s annual audit process (see section 4.3 and section 5.2);
• Fundraising up to $100,000 in general operational support during the School’s first year in operation (see section 4.10);
• Supporting efforts to apply for certain public grants;
• Procuring insurance;
• Advising and managing the Principal and Director of Operations on all procurement and purchasing;
• Advising and managing the Principal and Director of Operations on the determination of annual staff working conditions;
• Providing varied human resource support and services to the school’s staff members, including advisory on certification matters, payroll matters, and benefits matters;
• Advising and managing the school’s Principal and Director of Operations on their management of human resource matters;
• Managing key aspects of staff onboarding and exiting processes;
• Advising and managing the Principal and Director of Operations on the development and administration of key personnel policies;
• Managing the procurement of major information technology purchases;
• Advising and managing the Principal and Director of Operations on blended learning and related initiatives;
• Administering an periodic UP Education Network sponsored innovation fund competition;
• Advising and managing the Principal and Director of Operations on the selection, implementation, and use of the School’s student information system(s);
• Advising and managing the Director of Operations on school operational and logistical matters, including but not limited to school transportation, food service, and school safety;
• Coordinating the provision of transportation services with Springfield Public Schools;
• Advising and managing the Principal and Director of Operations on matters related to student recruitment, student enrollment, and student enrollment lotteries;
• Advising and managing the Principal and Director of Operations on family relations matters;
• Recruiting staff members for the School when vacancies arise, and coordinating all relevant aspects of the staff hiring processes (see Section 4.7);
• Advising and managing the Principal, Director of Operations, and other School managers on staff performance and talent management matters;
• At the request of the Principal or Director of Operations, who oversee professional development for the school, leading certain professional development sessions and researching professional development opportunities for the School’s staff members;
• Providing management coaching for certain members of the School’s leadership team;
• Coordinating the School’s talent management processes;
• Serving as the primary liaison between the School and Springfield Public Schools; and
• Serving as the primary liaison between the School of the MA Department of Elementary and Secondary Education.

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

In addition to any duties and obligations expressly attributed to UP Education Network as set forth in Article 5, UP Education Network (in collaboration with UP Academy) shall have the duties and obligations set forth in this Article 4.

4.2 UP Education Network Personnel.
(a) UP Education Network shall employ and supervise sufficient personnel in order to effectively deliver the services herein and to
meet its obligations under this Agreement.

(b) The services to be provided by UP Education Network under this Agreement shall be provided by the Key Employees or by such
other UP Education Network personnel acting under the direct supervision of the Key Employees (the “Supervised Personnel’). All
such Supervised Personnel shall have the qualifications and training necessary to provide the contracted services in a competent,
suitable and timely manner.

(c) It is understood that the services of the Key Employees are specifically bargained for by the Board of Trustees of UP Academy.
The Supervised Personnel providing services under the direct supervision of the Key Employees may be selected and assigned by UP
Education Network.

(d) All UP Education Network personnel providing services under this Agreement may engage in private professional activities or
employment for persons or entities other than UP Academy during normal working hours; provided, however, that the resources and
property of UP Academy may not be used for the performance of UP Education Network business.

(e) It is understood that the Key Employees are deemed to be “special state employees” for purposes of the Massachusetts Conflict of
Interest Law. G.L. c. 268A, and they are subject to the provisions of that Law. It is not the intention of the Parties that the supervised
personnel be special state employees, but the Parties acknowledge that the application of the Conflict of Interest Law to such
supervised personnel is subject to the judgment of the State Ethics Commission.

4.3 Annual Audit.

UP Education Network shall cooperate and provide all information deemed necessary by UP Academy for the proper
completion of its annual financial audit and other reasonably requested information, to the extent such information is in possession
or under the control of UP Education Network, needed to complete an annual financial audit of UP Academy.

4.4 Budget and Financial Statements.

Subject to the requirements of 603 CMR 1.08 and the Memoranda of Understanding, on or before March 1 of each year, UP
Education Network, the Principal, and the Director of Operations will jointly develop a projected budget for the next fiscal year,
which the Principal or Director of Operations will submit to UP Academy’s Finance Committee for review and approval, and UP
Education Network, with the Finance Committee, shall present the proposed budget to the Board of Trustees for its approval and
submission to the superintendent of SPS and the Springfield School Committee, in accordance with the budget schedule of SPS and no
later than April 1st of each year. The Board of Trustees shall have exclusive authority to approve the annual budget or supplements or
amendments thereto.

The annual budget for UP Academy shall provide for all anticipated sources of revenue and for payment of all operating
expenses related to the opening and operation of UP Academy, including, but not limited to payment to UP Education Network of its
Service Fee.

UP Education Network shall submit invoices and all supporting documentation of expenses to UP Academy. UP Academy
shall be the lawful owner, lessee or licensee, as applicable of all real and personal property acquired with such funds (subject to the
intellectual property and other proprietary or property rights of third parties therein). Property covered by Article 8 shall be the sole
and exclusive property of UP Education Network, subject to the license to UP Academy described therein; all other intellectual
property developed by employees of UP Academy shall be the sole and exclusive property of UP Academy, subject to a license to UP
Education Network during the term of this Agreement. UP Education Network shall have no responsibility to make any purchases on
behalf of UP Academy or to act as disbursement agent for UP Academy.

UP Education Network agrees to provide all information reasonably deemed necessary by UP Academy for the approval of
the budget by the Board of Trustees, and other reasonably requested information. The Director of Operations shall assist UP
Education Network with the preparation of monthly financial statements, and reporting to DESE. Such statements shall include
whatever information and data as is reasonably necessary to enable the Board of Trustees and UP Education Network to monitor UP
Academy’s performance under this and related agreements including the effectiveness and efficiency of its operations.

The Director of Operations shall also prepare updates to the annual budget as needed, to be presented by the Principal to the
Board of Trustees for approval.

4.5 Principal.
The accountability of UP Education Network to the UP Academy Board of Trustees is an essential foundation of the Parties' relationship, and the performance of the Principal is critical to UP Academy's success. Therefore, the UP Education Network CEO and his/her delegate shall have the authority and responsibility, to the maximum extent consistent with State law and any applicable Memoranda of Understanding with SPS, to recruit and supervise the Principal(s) and to hold the Principal(s) accountable for the success of UP Academy.

When a vacancy arises in the Principal position, UP Education Network shall nominate a candidate to become the new Principal. The Board of Trustees shall vote on whether to accept the candidate nominated by UP Education Network. If the Board of Trustees votes not to accept the candidate, UP Education Network shall nominate additional candidates until the Board of Trustees and UP Education Network agree that a candidate so nominated meets their shared standards of excellence.

Once a candidate is agreed upon, UP Education Network shall present the proposed terms of the Principal’s employment to the Board of Trustees, including therein the duties and compensation of the Principal, for the Board of Trustee’s approval. The Board of Trustees shall then vote on the approval of the terms of the Principal’s employment. If the Board of Trustees should vote not to accept the terms of the employment, UP Education Network shall propose either new terms of employment or a new candidate for Principal. To the extent required by State law and the Memoranda of Understanding, the appointment of the Principal and his or her salary shall be subject to the approval of the superintendent of SPS.

The Principal shall serve pursuant to a contract, which contract may be renewed by the Board of Trustees, subject to approval by UP Education Network. If either the Board of Trustees or UP Education Network wishes not to renew the Principal’s contract, the Board of Trustees shall pursue non-renewal of the Principal’s contract, subject to the approval of the superintendent of SPS to the extent required by State law and the Memoranda of Understanding, which approval shall not be unreasonably withheld.

In that event, UP Education Network shall nominate a new candidate to become the Principal and then present terms of that Principal’s employment, as provided above, until the Board of Trustees and UP Education Network agree that a candidate so nominated meets their shared standards of excellence, and until the Principal receives approval by the Superintendent of SPS to the extent required by State law and the Memoranda of Understanding between UP Academy and SPS, which approval shall not be unreasonably withheld.

Either UP Education Network or the Board of Trustees may recommend termination of the Principal’s contract at any time.

UP Education Network will (a) provide an intensive leadership training program for each new Principal, (b) draft for presentation to and vote by the Board of Trustees an evaluation of the Principal once per year, using a comprehensive performance assessment model consistent with the policies of the Board of Trustees, and (c) provide ongoing coaching and training for the Principal.

4.6 Director of Operations

The School operates a Co-Director model whereby the School is formally led by a Principal (see above), who oversees the school program and who is the school-level employee ultimately accountable for the outcomes of the school, and a Director of Operations (DOO), who oversees school operations. The relationship between the DOO, the Board, the Principal, and UP Education Network is addressed in this section.

The Parties shall mutually agree upon the division of responsibilities and decision-making rights between the DOO and the Principal. UP Education Network also provides professional training for both the Principal and the DOO.

The UP Education Network Director of School Operations serves as the manager of the School’s DOO.

In this role, the Director of School Operations serves as the hiring manager when the DOO position has a vacancy and thus has final authority on who is hired as the school’s DOO. The Parties acknowledge that the relationship and fit between the Principal and DOO is essential to the School’s success, and therefore the Principal shall meet with any finalists for the DOO position and provide input to the Director of School Operations as part of the hiring process. The Director of School Operations serves as the DOO’s day-to-day manager, typically meeting no less frequently than weekly. In this role, the Director of School Operations supports, coaches, and provides feedback to the DOO.

The DOO’s annual compensation shall be recommended by the Director of School Operations but must be approved by the
Board, given that the salary is paid out of the School’s budget.

The Director of School Operations writes the annual evaluation of the DOO. Given the close working relationship of the DOO and the Principal, the Director of School Operations receives and incorporates input from the Principal into the evaluation of the DOO. UP Education Network will share the annual evaluation of the DOO with the Board. When any performance issues regarding the DOO arise, UP Education Network will communicate these matters to the Board. The Director of School Operations will determine if and when to place a DOO on a Performance Improvement Plan when applicable and would serve the primary author of such plan.

If at any time, the Director of School Operations believes that the DOO’s employment should be terminated, the Director of Operations would seek the input of the Board and Principal before proceeding with such a decision.

4.7 Recruitment of Teachers and Other School Personnel.

UP Education Network shall support UP Academy in the recruitment of teachers, administrators, and other personnel for UP Academy. Specifically, UP Education Network will work to build a pool of highly qualified applicants who are licensed and meet all applicable requirements in accordance with State law, through advertising, networking and other methods. UP Education Network will conduct preliminary screens of candidates and will forward resumes of promising candidates to the Principal or his/her designee. The Principal shall have the final authority to hire all teachers, administrators, and such other personnel, with the exception of the Director of Operations as noted in section 4.6, as are contemplated in the schedule of positions set forth in the Charter Application and as may be duly agreed upon by the School and UP Education Network hereafter subject to the Memoranda of Understanding with SPS and the collective bargaining units. The Principal shall have the final authority to terminate UP Academy employees, with the exception of the Director of Operations as noted in section 4.6, although UP Education Network may recommend termination of an UP Academy employee.

The Principal, with the assistance of UP Education Network, shall have the authority to determine the compensation of all UP Academy employees, with the exception of the Director of Operations as noted in section 4.6, subject to annual review by the Board, within the constraints of the budget adopted by the Board of Trustees, the Memorandum of Understanding with SPS, and Massachusetts state law.

The Principal, in consultation with UP Education Network, shall determine staffing levels and staff responsibilities.

4.8 Equipment and Information Technology.

UP Education Network will support UP Academy’s start-up process, and facilitate UP Academy’s purchase, at UP Academy’s expense, of desks and other furniture, equipment, library and media materials, and other similar materials and furnishings integral to the operation of a school. The Parties acknowledge that any procurement or purchase of supplies or services for UP Academy referenced herein shall be made in compliance with State law, including Mass. Gen. Laws, Chapter 30B (“Chapter 30B”).

As provided in Section 4.1, UP Education Network will make recommendations to UP Academy regarding the School’s acquisition and use of information technology (“IT”). All vendor products and services will be paid for by UP Academy, consistent with its budget.

UP Education Network is not required to provide any IT support or maintenance under the terms of this Agreement. In the event that any IT support or maintenance is implemented by UP Education Network, UP Education Network shall be entitled to reimbursement by UP Academy. The amount UP Education Network charges for such IT support or maintenance shall be sufficient to cover the costs it incurs and no more.

4.9 School Evaluation.

UP Education Network will conduct a thorough School evaluation and submit an annual report to the Board of Trustees and to SPS on an annual basis. The evaluation will be designed as a comprehensive school inspection by a team of evaluators selected by the Board of Trustees, in consultation with UP Education Network. The team will observe classes and other School operations, analyze a wide variety of data, review student work samples, meet with parents, students, and teachers, and engage in other activities designed to obtain a detailed picture of the School and student success in preparation for Charter renewal. The School and the Board of Trustees shall cooperate with any such evaluation. Any data about UP Academy collected by UP Education Network during its annual School Evaluation, or at any other time during the year, shall be made available to the Board upon request.

Nothing herein shall be construed to preclude or restrict the ability of the Board of Trustees to conduct or authorize others to
conduct an evaluation of the School, or any aspect thereof. UP Education Network shall cooperate with any such evaluation.

4.10 Fundraising.

UP Education Network and UP Academy may together, or UP Academy may independently, solicit and receive grants and donations from public and private sources consistent with the mission and Charter of UP Academy, for the benefit of UP Academy, provided that

(a) The parties mutually acknowledge a shared goal of operating the core school program model (i.e. the model defined in the charter application) on public funds without the need for supplementary private funds after the school’s first year of operation, and therefore UP Education Network does not intend to fundraise for UP Academy following the school’s first year of operation, unless the Parties mutually agree that such fundraising is necessary and appropriate;

(b) monies raised from UP Education Network fundraising activities specifically for UP Academy shall be given to UP Academy, or to be used for the benefit of UP Academy as directed by the donor;

(c) any acceptance of such grants or donations, according to guidelines the Board may set from time to time, by UP Education Network in the name of UP Academy shall be subject to the prior approval of the Board of Trustees; and

(d) UP Education Network has the autonomy, to the extent provided by its grant agreements with funders, to determine which sources of raised funds shall be granted to UP Academy.

Nothing herein shall be construed to prohibit UP Education Network from soliciting grants and donations solely for its own general corporate purposes and using such donations or grants solely for such purposes. Monies derived from general UP Education Network fundraising activities that do not expressly reference UP Academy shall be used or distributed as UP Education Network deems appropriate, in its sole discretion, including but not limited to use for the benefit of, or distribution among, other schools that UP Education Network manages.

4.11 Evaluation of the UP Education Network

Once DESE has approved the Accountability Plan of UP Academy, both Parties are committed to the achievement of the goals set forth in the Accountability Plan.

The Parties recognize that ongoing feedback from the Board of Trustees to UP Education Network regarding UP Education Network’s performance is in the mutual best interest of the Parties. Thus, in addition to the annual written evaluation noted below, the Board Chairperson shall share ideas for improvement and/or concerns with the UP Education Network CEO or his designee as part of their regularly scheduled periodic verbal communication. The Parties assume the majority of feedback to UP Education Network from the Board will be provided through this forum.

Additionally, the Board, at any time, shall document any serious concerns about UP Education Network’s actions that may be limiting progress towards goals set forth in the Accountability Plan, if such concerns have arisen, and submit such documentation to UP Education Network. UP Education Network shall henceforth have thirty (30) days to submit a formal documented response, including when appropriate a remediation plan, to the Board of Trustees. This mechanism for expressing and addressing concerns shall not limit the Board from resorting to provisions delineated in Section 10.2.

The Board of Trustees shall, at least once per year, utilize the Accountability Plan58 to determine whether the School is achieving its goals related to academic success, organizational viability, and faithfulness to the Charter, set forth in the Accountability Plan, and to evaluate UP Education Network. The Board of Trustees will provide an annual written evaluation of UP Education Network’s performance after the conclusion of each school year and no later than October 1 of the following school year. The evaluation will assess UP Education Network’s performance against the Accountability Plan and operational support described herein, including, but not limited to: success of academic program; organizational viability; faithfulness to the Charter; financial management; human capital and professional development; and compliance.

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58 Our assumption is that the Accountability Plan will broadly reflect the structure of the goals and measures outlined in the school’s charter application. Until said Accountability Plan goes into effect, the Parties will utilize the goals identified in the Application for the purpose of this evaluation.
5. DUTIES AND OBLIGATIONS OF UP ACADEMY

In addition to any duties and obligations expressly attributed to UP Academy as set forth in Article 4, UP Academy (in collaboration with UP Education Network) shall have the following duties and obligations:

5.1 Provision of Suitable School Facilities.

Subject to the Memoranda of Understanding, should UP Academy need to be moved in any subsequent year, UP Education Network will find an adequate Facility for the School and coordinate the completion of major capital improvements, as necessary and not already fulfilled by SPS in accordance with relevant agreements. UP Academy will consult with and obtain approval (not to be unreasonably withheld or delayed) from UP Education Network prior to entering into a lease or purchase of a Facility.

5.2 Annual Audit.

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

5.3 Legal Services.

UP Academy shall arrange and pay for its own legal services.

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

UP Academy shall be responsible and accountable for the following financial, accounting, and bookkeeping functions:

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

UP Education Network shall provide support and training to the Director of Operations as may pertain to the functions listed above. UP Education Network shall also work closely with the Director of Operations to ensure accurate and timely financial reporting to the Board of Trustees and funding agencies, including but not limited to the annual report and any other reports to DESE.

5.5 Payroll, Employee Salaries and Benefits.

While the Parties expect that SPS will be responsible and accountable for the funding and payment of the salaries, fringe benefits, and State and federal payroll taxes for all individuals employed at UP Academy, in accordance with the Memorandum of Understanding, UP Academy shall be responsible for monitoring SPS’s implementation of these obligations. Should the Memorandum of Understanding ever become inapplicable, void, or expired, in whole or in part, or should SPS fail to fulfill its obligation as outlined in Section 5.5, UP Academy shall be responsible for payment of salaries, fringe benefits, and State and federal payroll taxes.

6. OPERATION OF THE SCHOOL

6.1 Students with Special Needs.

UP Academy recognizes its obligation to provide an appropriate education to all students enrolled in UP Academy, regardless of special need, in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 and in accordance with M.G.L. c. 71B and 603 CMR 28.00. As required by law, UP
6.2 Student Recruitment and Admission.

UP Academy shall be responsible for the recruitment of students, both independently and in coordination with SPS’s existing student recruitment efforts, including but not limited to the Showcase of Schools. UP Academy shall be responsible for administration of an admissions lottery, if necessary.

Application by or for students shall be voluntary, and shall be in writing. Admission shall be open to all individuals who reside within Springfield, on a space-available basis without regard to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language or academic achievement. If there are more applications for enrollment for any grade in UP Academy than there are spaces available for such grade, students shall be selected using a lottery consisting of a random selection process, as outlined in the Charter and in accordance with applicable state law.


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

6.4 Student and Personnel Records.

Student Records. UP Academy hereby designates the Key Employees of UP Education Network as “Authorized School Personnel” pursuant to 603 CMR 23.00 et seq. UP Education Network and UP Academy shall only release student records in accordance with law (including, without limitation, 603 CMR 23.00 et. seq.) and the Charter.

Personnel Records. Each Party shall be responsible for maintaining personnel records for such Party’s employees, in accordance with law. For purposes of protecting the confidentiality of personnel records in accordance with all applicable laws, each Party shall treat the personnel records of the employees of the other Party to which it has access as though such records are those of its own employees.

7. FINANCIAL ARRANGEMENTS

7.1 Funding Eligibility.

The Director of Operations and the Principal shall be responsible for complying with applicable requirements for the purpose of receiving or maintaining UP Academy’s eligibility to receive from Springfield, from Massachusetts, and from the federal government all applicable funds to which UP Academy is entitled. UP Academy shall apply for all State aid or other monies it is eligible to receive from DESE. UP Education Network shall provide such assistance to UP Academy in the preparation or review of State aid applications and reports as UP Academy may request. UP Academy shall permit UP Education Network to review any such applications and reports prior to their submission.

7.2 Donations and Grants.

Both UP Academy and UP Education Network may solicit and receive grants and donations consistent with the mission of UP Academy, in a manner which is consistent with this Agreement.

7.4 Service Fee.

(a) UP Academy shall pay UP Education Network a service fee (“Service Fee”) equal to fourteen percent (14%) of the net monetary payments made or allocated by SPS to UP Academy, or $650,000, whichever amount is less. The service fee will
cover all costs and expenses as enumerated as duties and obligations of UP Education Network in Section 4.

(b) Subject to Section 7.4(a) and Section 7.4(c), UP Education Network will receive its Service Fee in the same number of installments and in the same proportion that UP Academy receives its revenues. Each installment of the Service Fee will be due and payable within thirty (30) days of receipt by UP Academy of the revenues related thereto.

(c) If UP Education Network fails to meet its obligation to raise the dollar amount of private funds to which it agreed as part of UP Academy’s approved budget for any school year and if, as a result, UP Academy’s budgeted expenses exceed its revenue for that year, the final payment to UP Education Network with respect to that year (or such smaller portion of the final payment as is equal to the difference between revenue and budgeted expenses for that year (the “Deficit”) shall be deferred until UP Academy shall obtain sufficient resources, through its own means, to meet the budgeted expenses, including the full Service Fee, for that year. If the final payment is not sufficiently large to cover the Deficit, then the final payment plus all or a sufficient portion of the penultimate payment (and payments immediately preceding the penultimate payment, if necessary) shall be deferred in the same manner as stated above in 7.2(c).

7.5 UP Education Network Not Required to Make Loans or Advances.

UP Education Network shall have no obligation to advance or lend any funds to UP Academy. All loans to UP Academy will be evidenced by appropriate documentation.

8. PROPRIETARY INFORMATION AND CONFIDENTIALITY

8.1 Proprietary Information.

Prior to entering into this Agreement UP Education Network has developed Proprietary Information. UP Academy acknowledges that UP Education Network has a proprietary interest in its Proprietary Information, and that the Proprietary Information is core to UP Education Network’s mission. UP Education Network shall own all existing and hereafter created Proprietary Information, except for Proprietary Information created using the public funds of UP Academy (the “UP Academy Intellectual Property”), which shall be owned by UP Academy subject to a non-exclusive perpetual, royalty-free transferrable license to UP Education Network to access and use the UP Academy Intellectual Property. UP Education Network shall have the sole and exclusive right to license any of its own Proprietary Information to third parties.

UP Education Network hereby grants to UP Academy, solely as may reasonably be required in connection with the performance of this Agreement, a nonexclusive, nontransferable, limited right to have access to and use the Proprietary Information during the Term. UP Academy may permit its agents, subcontractors, vendors and consultants to have access to and use the Proprietary Information, solely as may be reasonably necessary in connection with the performance of this Agreement, provided that it ensures that such agents, subcontractors, vendors and consultants comply with the terms of this Article 8. Upon termination or expiration of this Agreement, UP Academy shall not have any right to make Use whatsoever of the Marks. All materials furnished by UP Education Network to UP Academy containing any Proprietary Information, including all written and electronic copies, shall be returned to UP Education Network promptly upon termination or expiration of this Agreement.

8.2 Marks.

Ownership of Marks. All Marks created by UP Education Network, including but not limited to “UP Education Network,” remain the property of UP Education Network, and no license or other right to Use, modify and/or sell the Marks is granted or implied hereby, except as set forth herein.

License to UP Academy. UP Education Network hereby grants to UP Academy, solely as may reasonably be required in connection with the performance of this Agreement, a nonexclusive, nontransferable, limited right to Use the Marks during the Term. UP Academy may grant its agents, subcontractors, vendors and consultants the right to Use the Marks, solely as may be reasonably necessary in connection with the performance of this Agreement, provided that it ensures that such agents, subcontractors, vendors and consultants comply with the terms of this Article 8.

Cease of Use of Marks. Upon termination or expiration of this Agreement, UP Academy will not have any right to make any Use whatsoever of the Marks. In addition, upon termination, UP Academy will apply to the Commissioner’s Office for a change of school name that will no longer include the word “UP”. To the extent that UP Academy’s corporate name or any other
materials include any of the Marks, including but not limited to the UP Education Network name, and unless expressly agreed to in writing by UP Education Network, UP Academy shall immediately upon termination or expiration of this Agreement (i) return to UP Education Network or destroy such materials as may be returned or destroyed and (ii) change such name and/or materials so that they do not include any of the Marks, or any portion of the Marks.

8.3 Non-Disclosure of Confidential Information

Non-Disclosure. During this Agreement, and for a period of five (5) years after the expiration or termination of this Agreement, UP Academy will hold in strictest confidence, not disclose to any person, firm or corporation, and not exploit or Use, without the express authorization of UP Education Network, any Confidential Information (as hereinafter defined) provided by UP Education Network in connection with this Agreement (including Confidential Information provided prior to the Term of this Agreement). To the extent permitted by law, UP Academy agrees to treat all Confidential Information with the same degree of care as a reasonable and prudent person would accord his or her own confidential information, and shall use its best efforts to assure that it, its employees and its agents do not disclose or use such Confidential Information, other than as may be reasonably necessary in connection with the performance of this Agreement.

Return of Confidential Information. Any and all Confidential Information, including all written and electronic copies, in UP Academy’s possession or control shall be returned to UP Education Network promptly upon termination or expiration of this Agreement.

Definitions. “Confidential Information” includes, without limitation, any matters protected under the Uniform Trade Secrets Act and any information that UP Education Network has not previously disclosed to the public with respect to the present or future business of UP Education Network, including its operations, services, products, research, inventions, invention disclosures, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, systems, trade secrets, copyrights, software, source code, object code, patent applications, procedures, manuals, specifications, any other intellectual property, confidential reports, price lists, pricing formulas, customer lists, financial information (including the revenues, costs, or profits associated with any products or services), business plans, projections, prospects, opportunities or strategies, acquisitions or mergers, advertising or promotions, personnel matters, legal matters, and any other information not generally known outside UP Education Network that may be of value to UP Education Network, but excludes information that (i) constitutes a public record, (ii) was publicly available prior to receipt of such information or becomes publicly available thereafter, (iii) is a matter of public knowledge, or (iv) is lawfully obtained from any source other than UP Education Network or its representatives. “Confidential Information” also includes, without limitation, confidential information and trade secrets that third parties entrust to UP Education Network in confidence.

8.4 Specific Performance.

In addition to all of the remedies otherwise available to UP Education Network, including, but not limited to, recovery of damages and reasonable attorneys’ fees incurred in the enforcement of this Article 8, UP Education Network shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Article 8, which right shall not be delayed by any obligation to mediate described in this Agreement. All of UP Education Network’s remedies for breach of this Article 8 shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. UP Academy acknowledges and agrees that UP Education Network’s rights under this Article 8 are special and unique and that any violation of this Article 8 by UP Academy would not be adequately compensated by money damages alone.

8.5 Disclosures Required by Law.

Nothing in Article 8 shall be construed to preclude or restrict any Party from disclosing, disseminating, or producing to third parties any information or materials where such action is required by law (including, without limitation, pursuant to the Public Records Law (M.G.L.c. 66, § 10, or the provisions of G.L. c. 71, § 89), or pursuant to subpoena, civil investigative demand or similar legal process, except as follows. If UP Academy believes that any such disclosure, dissemination or production to third parties of any information or materials that constitute Proprietary Information or Confidential Information as defined herein may be required by law, UP Academy shall provide notice of each proposed disclosure, dissemination or production to enable UP Education Network to pursue any remedies it may have to prevent disclosure or otherwise protect its interests. All Proprietary Information or Confidential Information of UP Education Network to be disclosed, disseminated or produced by UP Academy shall be made available to UP Education Network prior to each proposed disclosure, dissemination or production for the purpose of marking the subject materials to indicate that is UP Education Network’s Confidential Information or Proprietary Information. Any such disclosure, dissemination or production will be without charge, except as expressly permitted by UP Education Network or by law relating to the copying and production of documents.
The rights and protections afforded UP Education Network with respect to Confidential Information may be limited by a legal obligation of UP Academy to disseminate best practices to public schools in the Commonwealth of Massachusetts. Accordingly, UP Academy has the right to share Confidential Information with Springfield Public Schools, other charter schools, and other district schools.

8.6 **Use of Third Party Proprietary Information.**

Neither Party will knowingly infringe upon, or permit any of its employees or agents to knowingly infringe upon, any rights of any third party or knowingly violate the patent, copyright, trademark, trade secret, or other proprietary right of any third party in connection with the performance of this Agreement, and if either Party becomes aware of any such infringement or alleged instance of infringement, such Party agrees to notify the other Party promptly in writing.

9. **INDEMNIFICATION**

9.1 **Legal Representation and Costs; Cooperation.**

Except as expressly provided herein or in connection with insurance coverage as well as any indemnification required to be provided in this Agreement by one Party for the benefit of the other, each Party shall be responsible for its own legal representation and legal costs in connection with any legal claim or proceeding. Except where there is an actual or potential conflict of interest, UP Academy and UP Education Network shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either or both of them. Notwithstanding any other provision of this Agreement, neither Party shall settle or compromise any third party claim against the other without the express written permission of that party.

9.2 **Indemnification by UP Education Network.**

To the full extent permitted by law, UP Education Network shall indemnify and save UP Academy, its Board, officers, employees, officers, directors, subcontractors and agents (the “UP Academy Indemnitees”) wholly harmless from any and all claims, liabilities, demands, or causes of action for or on account of any injury to person, wrongful death, or damage to property or any loss of whatever kind or nature or other forms of liability to third parties (the “Losses”) caused by the negligence, gross negligence or willful conduct of UP Education Network in the performance of UP Education Network’s obligations hereunder or any breach or violation of UP Education Network’s representations, warranties, covenant or agreements contained herein except to the extent the Losses may arise due to the negligence or willful misconduct of UP Academy or its employees or agents. UP Education Network shall assume, on behalf of UP Academy, including its servants, agents, and employees, the defense of any claim or action which may be brought against UP Academy, its officers, agents, servants, or employees and shall reimburse UP Academy including reasonable attorneys’ fees and expenses incurred by UP Academy with respect to such claim, except to the extent the losses may arise due to the negligence or willful conduct of UP Academy or its employees or agents.

UP Academy shall provide timely written notice containing specific facts constituting an obligation of indemnification under this Agreement and UP Education Network shall defend the UP Academy Indemnitees with respect thereto. For purposes of this paragraph, third parties shall be deemed to include, but not be limited to, employees or former employees, volunteers and other agents of UP Education Network.

9.3 **Indemnification by UP Academy.**

To the full extent permitted by law, UP Academy shall indemnify and save UP Education Network, its Board, officers, employees, officers, directors, subcontractors and agents (the UP Education Network Indemnitees) wholly harmless from any and all claims, liabilities, demands, or causes of action for or on account of any injury to person, wrongful death, or damage to property or any loss of whatever kind or nature or other forms of liability to third parties (“UP Education Network Losses”) caused by the negligence, gross negligence or willful conduct of UP Academy in the performance of UP Academy’s obligations hereunder or any breach or violation of UP Academy’s representations, warranties, covenant or agreements contained herein except to the extent the UP Education Network Losses may arise due to the negligence or willful misconduct of UP Education Network or its employees or agents. UP Academy shall assume, on behalf of UP Education Network, including its servants, agents, and employees, the defense of any claim or action which may be brought against UP Education Network, its officers, agents, servants, or employees and shall reimburse UP Education Network including reasonable attorneys’ fees and expenses incurred by UP Education Network with respect to such claim, except to the extent the losses may arise due to the negligence or willful conduct of UP Education Network or its employees or agents.

UP Education Network shall provide timely written notice containing specific facts constituting an obligation of indemnification under this Agreement and UP Academy shall defend UP Education Network Indemnitees with respect thereto. For
purposes of this paragraph, third parties shall be deemed to include, but not be limited to, employees or former employees, volunteers and other agents of UP Academy.

9.4  **No Waiver.**

The foregoing provisions shall not be deemed a relinquishment or waiver of any kind, including of sovereign immunity of applicable limitations of liability to third parties provided or available to any of the parties under applicable laws of the Commonwealth, other than claims made by one party against the other pursuant to this Agreement.

9.5 **UP Education Network Insurance.**

UP Education Network shall maintain insurance consistent with applicable law, all with Lloyd's of London or carriers rated at least A- or higher by A.M. Best licensed in Massachusetts, including:

- Commercial general liability insurance with limits of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate with employee coverage;
- Automobile liability insurance of at least one million dollars ($1,000,000);
- Professional Liability insurance with limits of at least one million dollars ($1,000,000);
- Workers Compensation insurance for UP Education Network employees; and
- Excess liability insurance with limits of five million dollars ($5,000,000) (applicable to all of the coverages described above except professional liability).

UP Academy will be shown as an additional insured on all of the above insurance policies where it can be added with no cost to UP Education Network with the exception of Professional Liability and Workers Compensation.

Certificates of insurance evidencing compliance with this section will be furnished by UP Education Network.

9.6 **UP Academy Insurance.**

UP Academy shall maintain insurance consistent with applicable law, all with Lloyd's of London or carriers rated at least A- or higher by A.M. Best licensed in Massachusetts, including:

- Commercial general liability insurance with limits of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate and having employee coverage;
- Automobile liability insurance of at least one million dollars ($1,000,000);
- Employee dishonesty insurance with limits of at least one hundred thousand dollars ($100,000);
- Directors and Officers insurance (which shall include coverage of trustees and officers of the school) with limits of at least one million dollars ($1,000,000) each claim;
- Property insurance sufficient to protect owned or leased buildings and personal property; and
- Workers Compensation insurance as required by the Commonwealth of Massachusetts.

UP Education Network will be shown as an additional insured on any of the above insurance policies where it can be so added with no cost to UP Academy, with the exception of Workers Compensation, Educators Professional Liability, and Property. Notwithstanding anything herein to the contrary, UP Academy may satisfy its obligation to obtain insurance hereunder through SPS insurance providing the same or better coverage, provided that UP Education Network is named as an additional insured on the SPS insurance policy(ies).

Certificates of insurance evidencing compliance with this section will be furnished by UP Academy.

9.7 **Coordination of Risk Management.**

The Parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims, and complying with any defense and reimbursement provisions of Commonwealth governmental immunity laws and applicable insurance policies. Neither Party shall compromise, settle, negotiate, or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other Party without the approval of the other Party.

9.8 **Limitation of Liability.**
Except as provided in the second sentence of this Section 9.8, UP Education Network shall not under any circumstances be liable to UP Academy on account of any Losses pursuant to Section 9.2 or damages for breach of contract for more than the aggregate amount of the fees paid to UP Education Network pursuant to this Agreement during the last twelve (12) months of the Term prior to the date of any such Losses or breach, plus, with respect to any Losses or breach covered by one or more insurance policies obtained by UP Education Network pursuant to Section 9.5, the applicable policy limits. The foregoing limitation of liability shall not apply to the extent UP Education Network’s obligations pursuant to Section 9.2 of this Agreement result from its misconduct or gross negligence, or result solely from its acts or omissions. With respect to such Losses incurred as a result of the active conduct of both UP Academy and UP Education Network in situations other than those described above, the contribution share of each for such Losses shall be based upon the proportionate share of responsibility for such Losses.

10. TERM AND TERMINATION

10.1 Term.

(a) **Term.** Upon approval of the Board and execution by the Parties, this Agreement shall be for a five-year term (the initial five-year term and each subsequent five-year term are each referred to as a “Term” herein) which shall become effective on the Effective Date and shall end on June 30, 2018. Subsequent Terms shall become effective pursuant to Section 10.1(b), below.

(b) **Option to Extend.**

(i) Each Party shall have the option to extend this Agreement, provided that it is not subject to Termination for Cause, as set forth in Section 10.2(a) or Section 10.3(a) below, as applicable.

(ii) The Party or Parties wishing to extend the Agreement shall so notify the other in writing not less than 90 or more than 120 days prior to the expiration of the Term and in its notice shall identify those terms or provisions of the Agreement which it wishes to renegotiate.

(iii) After receipt of a notice as provided above, the Parties shall meet and attempt in good faith to agree upon any terms or provisions identified for renegotiation.

(iv) If the Parties have not reached agreement on the terms and provisions of an agreement for a new Term within sixty (60) days of the receipt of a notice pursuant to Section 10.1(a), above, and if both Parties wish to continue the management of UP Academy by UP Education Network, either Party may request that open issues be referred to binding arbitration in accordance with Section 11.3, below, provided that UP Education Network’s percentage fees are not subject to arbitration.

10.2 Termination by UP Academy.

UP Academy may terminate this Agreement in accordance with the following provisions:

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

(i) UP Education Network becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors;

(ii) UP Academy’s auditor determines that there is a “material weakness” or a “significant deficiency”, as those terms are defined by GASB, the material weakness or significant deficiency is one that UP Education Network can correct within the notice and cure period provided to UP Education Network pursuant to this Agreement, and UP Education Network fails to make such correction, as determined by UP Academy’s auditor;

(iii) UP Education Network fails to manage the School on a financially prudent basis by operating within the constraints of the annual budget approved by the Board of Trustees, provided that the Board of Trustees has not unreasonably withheld its consent to required budget adjustments;

(iv) a Regulatory Authority has revoked any license which may be required for UP Education Network to carry on its business and perform its obligations and functions under this Agreement;

(v) UP Academy is not meeting or making substantial progress towards the goals laid out in the Accountability Plan;

(vi) UP Education Network violates any material provision of law with respect to UP Academy from which UP Academy was not specifically exempted and which results in material adverse consequences to UP Academy;
(vii) UP Education Network materially breaches any of the material terms and conditions of this Agreement;

(viii) BESE revokes UP Academy’s Charter, does not renew the Charter at the end of the five-year charter term, places the School on probation, or imposes conditions on the School; or

(ix) Within a twelve (12) month period, the senior-level employees then performing the responsibilities performed by the Chief Executive Officer, the Chief Operating Officer and the Director of Recruiting of UP Education Network as of the Effective Date of this Agreement are replaced.

(b) **UP Education Network Right to Cure.** Prior to exercising its right to terminate this Agreement pursuant to Section 10.2(a), UP Academy shall give UP Education Network written notice of its basis for terminating the Agreement (a “Termination Notice”). The Termination Notice shall specify the section(s) of this Agreement upon which UP Academy is relying on for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, UP Education Network shall have 60 business days to remedy the breach (the “Cure Period”). If the breach is one that is curable but is not corrected within the Cure Period, UP Academy may immediately terminate the Agreement. If the breach is one that is not curable within the 60 business day period described herein, the Cure Period shall be extended to such reasonable period of time as to permit cure.

(c) **Deferral of Termination for Waivers.** Notwithstanding the foregoing provisions of this Section 10.2, in the event that federal or State rules or regulations, existing as of the Effective Date or thereafter enacted, interfere with the UP Education Network School Model, UP Academy’s termination right under Section 10.2(b) shall be deferred for a period of time as may be reasonably required for UP Academy, with UP Education Network’s reasonable assistance, to timely apply for and support the waiver of any federal or State rules or regulations that interfere with the UP Education Network School Model. Upon either (i) failure of the Parties’ good faith efforts to obtain such a waiver or (ii) the determination of UP Education Network, in its sole discretion, that such waiver is (a) unnecessary, (b) highly unlikely to be obtained or (c) not in the best interests of UP Education Network and UP Academy, UP Academy’s right to terminate, and UP Education Network’s right to cure, will be restored as set forth in Section 10.2(a) and Section 10.2(b).

10.3 **Termination by UP Education Network.**

UP Education Network may terminate this Agreement in accordance with the following provisions:

(a) **Termination For Cause.** Subject to the provisions of subparagraph (b) below, UP Education Network may terminate this Agreement for cause at any time during the Term. For purposes of this Section 10.3, the term “for cause” shall mean that:

(i) UP Academy materially breaches any of the material terms and conditions of this Agreement;

(ii) UP Academy fails to comply with a material provision of its Charter, except to the extent that such failure is caused by UP Education Network;

(iii) UP Academy violates any material provision of law with respect to UP Academy from which UP Academy was not specifically exempted and which results in material adverse consequences to UP Education Network or to UP Academy;

(iv) UP Academy takes any action which effectively prevents UP Education Network from performing services in accordance with the terms of this Agreement; or

(v) BESE revokes UP Academy’s Charter, does not renew the Charter at the end of the five-year charter term, places the School on probation, or imposes conditions on the School.

(b) **School Right to Cure.** Prior to exercising its right to terminate this Agreement pursuant to Section 10.3(a), UP Education Network shall give UP Academy a Termination Notice specifying the Section of this Agreement upon which UP Education Network is relying for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, UP Academy shall have 60 business days to remedy the breach. If the breach is one that is curable but is not corrected within the Cure Period, UP Education Network may immediately terminate the Agreement. If the breach is one that is not curable within the 60 business day period described herein, the Cure Period shall be extended to such reasonable period of time as to permit cure.

10.4 **Termination Upon Agreement of the Parties.**
This Agreement may be terminated upon written agreement of the Parties.

10.5 Avoidance of Disruptions to Students.

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

10.6 Payment of Service Fee.

Upon termination of this Agreement, UP Academy shall pay UP Education Network any previously unpaid and undisputed portion of the Service Fee for services performed by UP Education Network until the time of termination. Any disputed portion of a Service Fee shall resolved in accordance with the provisions of Article 11.

10.7 Assistance Following Termination.

As noted in Section 10.5, notwithstanding the foregoing provisions of this Article 10, each Party shall use its good faith reasonable efforts to avoid a termination of the Agreement that becomes effective during the school year because of the disruption of such termination to the educational program and the students. In the unusual event of termination of this Agreement that becomes effective during the school year, UP Education Network shall provide reasonable assistance to UP Academy for the shorter of the remainder of the current School year or 90 days after the effective date of termination of the Agreement (the “Termination Assistance Period”), to assist in the transition to another plan for management of UP Academy, whether by UP Academy itself or with another charter management organization. During the Termination Assistance Period, UP Education Network will be entitled to receive and UP Academy shall continue to pay UP Education Network’s Service Fee.

10.8 Records upon Termination.

Upon termination or expiration of this Agreement for any reason or upon request, UP Education Network shall give to UP Academy all student, fiscal and other School records. All school records shall be kept at UP Academy.

11. GOVERNING LAW, DISPUTE RESOLUTION, JURY WAIVER, AND VENUE

11.1 Governing Law.

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Massachusetts, without giving effect to the principles of conflict of laws thereof.

11.2 Dispute Resolution.

Good Faith Negotiation of Disputes. The Parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes. If, nevertheless, a dispute should arise in connection with this Agreement, either Party may give notice to the other Party of intent to negotiate, and the Parties agree to use their best efforts to resolve such dispute in a fair and equitable manner.

Mediation. In the event any dispute arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (a “Dispute”) is unable to be resolved by the Parties (or if one of the Parties refuses to participate in such negotiations) within twenty calendar days from delivery of the notice of intent to negotiate, either Party may give written notice to the other of a demand for non-binding and confidential mediation, whereupon the Parties shall endeavor to resolve the Dispute by mediation, as follows:

(a) Selection of Mediator. The Party desiring mediation shall submit a written notice of an intention to mediate to the American Arbitration Association (the “AAA”) with a copy to the other Party. The notice shall contain a statement setting forth the nature of the Dispute, the name and address of the other Party, the amount involved, if any, and the remedy sought. The Parties shall thereupon work in good faith to jointly select a mediator. In the event that the Parties are unable to jointly select a mediator within 10 business days, the Party desiring mediation may request that the AAA appoint the mediator. The mediator shall, as promptly as possible, mediate such matter.
Decision; Procedure. Any resolution reached through mediation shall not be conclusive upon the Parties unless agreed to by the Parties. The Parties agree to mediate in good faith. Once an agreement has been reached, any enforcement of the agreement may be submitted to Superior Court in Suffolk County, Massachusetts, and judgment upon the same may be entered.

Fees and Expenses. Each Party shall pay for its own mediation expenses and its attorneys’ fees and expenses for mediation and an equal amount of the fees and expenses of the mediator. The provisions of this mediation procedure may be enforced by any competent court in Suffolk County, Massachusetts, and the Party seeking enforcement shall be entitled to an award of all costs and expenses, including reasonable attorneys’ fees, to be paid by the Party against whom enforcement is ordered.

Confidential and Inadmissible for Purposes of Litigation. All information, offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys and by the mediator are confidential, privileged and inadmissible for any purpose, including any impeachment, in any arbitration or judicial proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible as a result of mediation.

Except as provided herein, mediation is a condition precedent to the initiation of litigation or binding arbitration as set forth below. Either Party may initiate litigation, with respect to a Dispute submitted to mediation (i) at any time following the second mediation session or 60 days after the date of filing the written request for mediation, whichever occurs first, or (ii) at any time for the sole purpose of preventing the expiration of a limitations period, but in such event mediation shall proceed in advance of any judicial proceedings, which shall be stayed for a period of 60 days from the commencement of the action, or such other period as may be mutually agreed by the parties or by order of the court. The mediation may continue after the commencement of arbitration or litigation if the Parties so desire.

Arbitration. As an alternative to litigation, the Parties by mutual agreement may submit the Dispute not resolved by mediation to binding arbitration by a panel of three arbitrators in accordance with the Commercial Arbitration Rules of The American Arbitration Association (the “Arbitration Rules”), except as stated herein. Within seven calendar days following the giving by either Party of a written notice of a demand for arbitration, (1) each Party shall designate its panel representative and (2) the Parties shall designate a third panel member that is agreeable to both Parties. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence on its behalf, but strict rules of evidence shall not apply. The arbitrators may permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion, including a reasoned decision, concerning the Dispute, together with their award, within 30 days following the close of the hearing.

Notices. All notices, demands, claims, responses, requests and documents will be sufficiently given or served if delivered in the manner described in Article 12 of this Agreement.

No Punitive Damages. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrators are not empowered to award punitive damages.

Confirmation of Arbitral Awards; Venue. Any action to confirm an arbitral award rendered pursuant to Section 11.3 shall be brought in the courts of Massachusetts located in UP Academy’s county. The Parties hereby irrevocably waive any objection which either may now or hereafter have to personal jurisdiction or the laying of venue for confirmation of an arbitral award in the courts referred to in the preceding sentence. The Parties hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall limit the right of either Party, following the confirmation of an arbitral award, to seek to enforce such award in any appropriate state or federal court.

Litigation. In the event that the Parties are unable to resolve the Dispute through mediation, either Party may commence an action in the courts of the Commonwealth of Massachusetts. This provision shall not be construed to expand or restrict any Party’s rights or defenses otherwise available in such an action.

The Parties knowingly and willingly waive the right to a jury trial with respect to any Dispute, whether or not subject to the foregoing arbitration provision.

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

**UP Education Network:**
Scott Given  
UP Education Network  
90 Canal Street, #610  
Boston, MA 02114

With a copy to:  
Elka Sachs  
Krokidas & Bluestein LLP  
Boston, MA 02210

**UP Academy Springfield:**
Chair of the Board  
UP Academy Charter School of Springfield

With a copy to:  
TBD

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

13. INTERPRETATION AND CONSTRUCTION; AMENDMENT

13.1 Recitals.

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

13.2 Defined Terms and Use of Terms.

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

13.3 Section Headings.

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

13.4 Counterparts.

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

13.5 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, including the Term Sheet that forms a part of the Charter, are superseded by this Agreement.
13.6 Modifications and Amendments; No Parol Evidence.

This Agreement may be altered, changed, added to, deleted from or modified only by agreement in writing approved by the Board of Trustees and by UP Education Network’s Board of Directors. Accordingly, no course of conduct or custom shall constitute an amendment to or modification of this Agreement, and any attempt to amend or modify this Agreement orally, or in a writing not so approved, shall be void. This Agreement may not be modified, supplemented, explained, or waived by parol evidence.

13.7 Severability.

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

13.8 Negotiated Agreement.

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

14. MISCELLANEOUS

14.1 Breach and Waiver.

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

14.2 No Third Party Beneficiary Rights.

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

14.3 Inspection and Access to Records.

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

14.4 Assignment.

This Agreement, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntarily or involuntarily without the prior written consent of the other Party; provided, however, that UP Education Network may assign its rights and obligations under this Agreement to a State not-for-profit organization that is (1) related to UP Education Network by legal, beneficial or equitable ownership or other means of control (such as parent/subsidiary or corporations under common control) and (2) dedicated to managing charter schools in the State, subject to the approval of the Board of Trustees, which shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the name of such Party’s successors and assigns to the extent necessary to carry out the intent of this Agreement.

14.5 No Partnership.

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

14.6 Further Assurances.

The Parties agree to execute and deliver, or cause to be executed and delivered from time to time such other documents and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

15. SURVIVAL

The provisions of Articles 2, 8, 9, 11, 12, 13 and this Article 15, Sections 3.3, 10.6, 10.7, 10.8, 14.1, 14.2, 14.3, 14.4 and 14.5, and any other sections to this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement; provided that any provision that is stated to extend for a specified period of time shall survive only for such specified period of time.

- SIGNATURES ARE ON THE FOLLOWING PAGE -
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

THIS AGREEMENT CONTAINS AN OPTIONAL BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

UP EDUCATION NETWORK, INC.

By: 
Scott Given

Title: Chief Executive Officer, UP Education Network

Date:

UP ACADEMY CHARTER SCHOOL OF SPRINGFIELD

By: 
TBD

Title: Board Chairperson, UP Academy Charter School of Springfield
AGREEMENT BETWEEN THE SPRINGFIELD PUBLIC SCHOOLS AND THE
UP Academy Charter School of Springfield
A HORACE MANN CHARTER SCHOOL

AGREEMENT is made and entered into and effective this ______ day of November, 2014 (“Effective Date”) by and between the UP Academy Charter School of Springfield (“UP” or “UP Academy Springfield”), a Horace Mann Charter Public School, by and through its Board of Trustees (the “Board”), and the Springfield School Committee (“SPS”) (UP and SPS are collectively the “Parties”).

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and
WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and
WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and
WHEREAS, the Parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Operation as a Horace Mann Charter School.
   a. UP shall operate as a new Horace Mann Charter School in accordance with: (1) M.G.L. c. 71, §89, and the regulations promulgated in connection therewith; and (2) the terms of the Application and its charter as it may be amended from time to time.
   b. UP will be a middle school serving students in grade 6 through grade 8.

2. UP’s Annual Budget
   a. SPS shall provide an allocation to UP as outlined in Exhibit A and hereafter referred to as the “General Fund Allocation.” The General Fund Allocation will be developed on an annual basis in accordance with M.G.L. c. 71, §89 and the regulations promulgated in connection therewith for the Term of this Agreement.
   b. An adjustment will be made to the General Fund Allocation for UP at the same time which adjustments are made for other schools in SPS. Specifically, these adjustments will be made immediately following the submission of the October and March SIMS report submission, and adjustments will be made based on the data submitted. UP will use actual salaries of employees in creating and managing its budget from SPS.
   c. The General Fund Allocation shall not be reduced because of UP’s receipt of additional funds from sources independent of the SPS. UP agrees to operate within its General Fund Allocation plus any other funds that UP may receive independent of the SPS, less services purchased from SPS.
   d. Each fiscal year UP, in accordance with the provisions of M.G.L. c. 71, §89 and the regulations promulgated in connection therewith, shall adopt an annual operating budget for UP over which it has exclusive control to further UP’s educational mission as UP deems appropriate.
   e. UP shall provide notice to the Chief Financial Officer of SPS (the “CFO”) of amendments and modifications to its budget as needed, in accordance with SPS policies, during the year; however, any failure by UP to provide notice of amendments or modifications to its budget will not limit its budgetary authority under M.G.L. c. 71, §89. UP shall provide to the CFO copies of UP’s annual financial audit, UP’s budget and any amendments and modifications thereto, and any financial reports that UP submits to the Massachusetts DESE. The CFO may request, and UP shall provide in response to any such request, additional documentation to support UP’s annual operating budget or any amendments or modifications to its budget. Any budget disagreements shall be resolved through negotiation between the CFO and the CFO of UP’s associated management organization. In the event that no resolution is reached, either party may appeal to the SPS Superintendent for a final determination. In all instances, any disputes must be resolved through negotiation or appeal by February 1.
   f. UP is an independent Local Education Agency. As such, UP will be responsible for applying for and accounting for any separate state or federal grants, including, but not limited to, Title I, Title II A, Title III, IDEA, and school improvement grants. SPS will be responsible for applying for E-Rate and reimbursements for national school nutrition programs.

3. Operating Account and Expenditures.
a. By July 1 of each year, the CFO shall establish an operating account for UP in the amount of the General Fund Allocation (the “UP Operating Account”).

b. UP shall establish and maintain a separate bank account under its exclusive control (hereinafter, the “UP Bank Account”). Only UP’s Director of Operations or Principal and/or his/her designee(s) shall authorize expenditures from its bank account. UP shall invoice SPS for the General Fund Allocation, and SPS shall pay the invoice from the UP Operating Account to the UP Bank Account at least two times a year, with the first payment coming no later than August 1. The first payment will be based upon a difference between the total General Fund Allocation provided by SPS to UP and an estimate of the amount of funds UP anticipates spending from the UP Operating Account as outlined in Exhibit A. The amount of this payment will be mutually agreed upon by the CFO and UP’s Director of Operations. The second payment will occur by January 31 and will only be necessary if there is an increase in the difference between the total General Fund Allocation provided by SPS to UP and the estimated amount of funds UP anticipates spending from the UP Operating Account. The third payment will occur after the end of the fiscal year. After the CFO performs a year-end reconciliation at the close of the SPS’s fiscal year, any remaining funds from UP’s Operating Account will be paid to the UP Bank Account. Expenditures from the UP Bank Account shall be made in accordance with all applicable laws, ordinances, and regulations.

c. UP shall have the option to purchase central office services from SPS or other staff and services that SPS provides to any other SPS schools as outlined in Exhibit A and at a rate determined according to section 3.d. of this Agreement.

d. The cost of SPS central office services shall be equal to the actual cost to SPS of providing those services in cases where the cost of service is easily knowable (e.g., utilities, custodians). In cases where the cost is not easily knowable, UP shall pay a per pupil rate determined by dividing the total cost of providing the service across the district by the number of students accessing the service in the district. UP and SPS may in good faith adjust this per pupil amount downward if UP elects to use only a portion of a service.

4. Facilities

a. SPS and UP acknowledge that they share responsibility for securing an adequate facility for UP Academy. In cooperation with the City of Springfield and at the discretion of its Mayor, SPS will provide and maintain an adequate facility for UP. Any planned capital projects for the facility used by UP shall be coordinated with the City of Springfield.

b. If UP is located in a city-owned facility, SPS shall ensure that the site and facilities for the school comply with all federal, state, and local laws, regulations, and codes and shall be responsible for all costs associated therewith, and will be responsible for performing building maintenance, if such services are purchased by UP in accordance with Exhibit A. SPS has processes in place to prioritize maintenance for SPS schools. Facilities work requests from UP would be considered promptly and prioritized according to need, using the same criteria as with any other city-owned facility.

c. SPS intends to determine the location of the school no later than November 1, 2015. UP’s facility will be available for occupancy by UP no later than July 1, 2016. UP will have the opportunity to perform a detailed walk-through and inventory of the facility no later than March 1, 2016. UP agrees to perform this inventory after school hours so as to minimize any disruption this may cause. SPS commits that UP will remain in this facility through the Term of this Agreement.

5. Special Education and English Language Learners

a. Subject to federal and state education statutes and regulations, UP will manage all aspects of special education, including but not limited to the cost of ensuring compliance with federal and state special education regulations, supervising all special education staff and service providers, coaching special education staff, overseeing, with the Principal, Massachusetts DESE’s Coordinated Program Review, facilitating IEP meetings, maintaining special education folders, facilitating RTI Team meetings, collecting and maintaining special education student-related data, scheduling IEP meetings, delivering academic services (inclusion, pull, and in substantially separate settings) to students with disabilities, developing and maintaining IEPs, administering academic testing, case managing, providing support to SPED and General Education Teachers by conducting small group instruction, providing behavioral support in the form of functional behavioral analyses and positive behavioral intervention plans, facilitating individual and group counseling sessions, facilitating Student Support Team (SST) meetings, conducting cognitive evaluations, conducting functional behavioral analyses and positive behavioral intervention plans, providing speech and language therapy in group and individual settings, conducting speech-language testing, providing occupational therapy in group and individual settings, conducting occupational evaluations, providing physical therapy, conducting OT evaluations, creating Adaptive Physical Education program, and providing adapted physical education services.

b. Subject to applicable federal and state special education statutes and regulations, UP will be responsible for all hiring, managing, and evaluating staff required to meet the needs of students who require special education services. This staff may include but not be limited to the DCI-Student Support, Special Education Teachers, Interventionists/Paraprofessionals, Behavior Specialists, Social Workers, School Psychologists, Speech Therapists, Occupational
6. **Staffing.**

   a. **Selection and hiring.** UP has the sole discretion to select, retain, and renew the staff for any and all positions at UP Academy Springfield, including a new leadership team, faculty, and support staff. This staff may include but not be limited to all positions such as Deans, Special Education Teachers, English Language Learner teachers, an ELL Coordinator, Interventionists and Paraprofessionals, Behavior Specialists, Social Workers, School Psychologists, Speech Therapists, Occupational Therapists, Physical Therapists, Adapted Physical Education teachers, and Nurses. Subject to state and federal laws, all special education staffing decisions will be at UP’s discretion. UP and the Principal of UP Academy Springfield may select staff including, but not limited to, staff for union positions without regard to seniority within the particular union or past practices between the Springfield School Committee and any bargaining unit. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The Principal of UP may make adjustments to any of the foregoing each year. The Principal may unilaterally move staff to other positions if they are properly licensed and certified for those positions. UP will be responsible for ensuring that any hiring complies with any licensure requirements. For individuals employed during the 2015-16 school year at the school that will be restarted by UP, UP will determine their employment status at UP by March 1, 2016, so long as said individuals formally apply to work at UP by January 15, 2016.

   Specifically UP shall be exempt from local collective bargaining agreements and past practices except that staff at UP shall continue to be members of the local collective bargaining unit and shall accrue seniority and shall receive, at a minimum, the salary and benefits established in the contract of the local collective bargaining unit where UP is located. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. Staff will be paid at least as much as the SPS salary scale dictates, but UP has the right to compensate staff members above the salary scale and is not required to adhere to SPS or union salary steps. UP must provide timely notification of all salaries outside of the established salary grades and steps to the Office of Human Resources and Chief Financial Officer prior to offer. If an UP employee is compensated above the standard salary scale, the employee would revert to the contractual salary scale based on experience and academic credentials if that employee leaves UP Academy Springfield for another position within SPS.

   b. **Management and evaluation.** UP, through its board of trustees, shall manage its staff, including all special education staff, independent of the Springfield School Committee. Except as outlined in the Application and Charter, UP is exempt from the provisions set forth in the applicable collective bargaining agreements. Staff shall execute an election to work agreement containing the working conditions every year. UP may develop its own staff evaluation guidelines and evaluation instrument(s) in accordance with all current laws and regulations, hiring, induction, professional development (including management and leadership coaching for leadership team members, as determined by UP associated management organization), teacher advancement expectations and processes, school and organizational structures, and a code of conduct for all staff in accordance with all current laws and regulations. UP shall provide SPS with the ratings on the four standards and accompanying evaluation document via the
district’s online educator development and feedback system (EDFS) for formative and summative evaluations as educators will be SPS employees.

c. **Dismissal and terminations.** The provisions in any relevant collective bargaining agreements regarding termination and seniority shall not apply to UP except that members of the collective bargaining units shall continue to accrue seniority. UP may choose to terminate or non-renew any staff member by June 1st pursuant to federal and state law and municipal ordinances Non-renews will be determined no later than June 1st, annually. UP agrees that the termination of staff shall be done in accordance with federal and state law and municipal ordinances. In terminating staff for any reason, UP shall not be bound by the practices or procedures established between SPS and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances. SPS must be notified of any termination prior to action toward the employee. Teachers employed at UP shall have access to the SPS transfer process.

d. **Processing and notification regarding staff.** SPS agrees that any and all hiring and terminations of staff for UP will be processed in a timely manner through the SPS Office of Human Resources in accordance with federal and state law, and municipal ordinances. Specifically and without exception, all candidates recommended for hire by UP and/or its associated management organization shall be fully on-boarded and hired into the SPS system within ten business days of SPS receiving all necessary paperwork from UP, its associated management organization, or the pending employee, including the receipt of a satisfactory response from CORI and the National Criminal History Check. Furthermore, SPS shall be responsible for all aspects of payroll and benefits administration for all staff hired by UP, in accordance with federal and state law, and municipal ordinances. UP shall provide SPS with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing.

e. **Working Conditions.** The provisions in any relevant collective bargaining agreements that address working conditions shall not apply to employees at UP except that members of the collective bargaining units will receive, at a minimum the salary and benefits outlined in the respective collective bargaining agreement. Among other changes to working conditions, UP intends to operate a longer school day and year than the standard SPS school schedule. Each employee at UP will sign an Acknowledgement of Working Conditions document prior to the beginning of each school year. The Acknowledgement document will detail the working conditions for that employee’s position, including but not limited to expected hours per day and number of days per year. As stated above, the Acknowledgement document shall not be subject to approval by the applicable collective bargaining unit or SPS.

7. **Compliance with Law.**
   a. UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, teachers and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to section 19, herein.
   b. UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

8. **Governance Structure.**
   a. UP acknowledges that it has formed, and will hereafter maintain, the governance structure described in the Leadership and Governance Section of its Application. The governance body shall ensure compliance with all laws, regulations, and codes.
   b. UP shall be operated and managed by its Board independent of the Springfield School Committee, independent of the SPS Superintendent, except as provided in Section 9 of this Agreement, and independent of SPS policies, except as explicitly provided herein.

9. **Hiring, Evaluation and Termination of Building Administrator(s).**
   Pursuant to applicable laws, the Board shall select and hire the Principal and set the salary for the Principal, all subject to the approval of the Superintendent. The Superintendent shall not unreasonably withhold, condition or delay his/her approval of either the Principal or the salary set for the Principal by the Board. The Board, or representatives from the management organization selected by the Board, shall evaluate the Principal and will submit its recommendations regarding the Principal to the Superintendent in the form of an evaluation, in accordance with all relevant state regulations. The Superintendent may terminate the employment of the Principal only after a recommendation submitted by the Board to the Superintendent.

10. **Program Coordination with SPS.**
a. Operations. UP and SPS shall coordinate in the development of operational guidelines relating to UP’s staffing; budgeting (including, among others, timely submission of annual operating budget in order for it to be approved at same time that SPS budget is approved by the Springfield School Committee); student assignment; facilities; equity; transportation; and business purchasing, and such other operational guidelines and policies as reasonably determined by the Parties. Such coordination shall be conducted on an on-going basis, as reasonably determined by the Parties.

b. Transportation and School Schedule. SPS will provide transportation in accordance with M.G.L. c. 71, §89(cc). UP and SPS will meet by April 1 of each year to plan school starting and ending times in order to assist the district with identifying effective means of transportation, including late buses, reimbursement for public transportation, additional buses, additional bus routes, or other forms of transportation, as requested by UP. SPS will accommodate UP’s particular school day (i.e. ensure buses are provided to meet the start time and end time of UP’s school day, Monday-Friday, as determined by UP) and school year. In addition, SPS will provide late buses to UP in kind as required to ensure UP can operate the after-school programming identified in the Application.

c. Student Discipline. UP certifies and acknowledges that it has read and reviewed the SPS Code of Conduct. UP may adopt the SPS Code of Conduct and/or may adopt its own policies pertaining to the conduct of students. Any such policies shall be developed in full compliance with federal and state laws and regulations. In addition, any policies pertaining to student conduct shall contain clear language regarding due process and steps necessary to ensure same. UP agrees to submit to SPS a final and approved copy of their policies regarding student conduct prior to the start of each school year.

d. Technology. UP Academy Springfield and its associated management organization can access SPS’ internet services, wireless capacity, and be part of the SPS network and shall pay the calculated amount for said services if utilized. All technology equipment, including fiber wiring, classroom wiring, racks in closets, copiers, printers, classroom computers, and projectors, that is at the school at the time UP restarts the school as a charter school will stay there and can be used by UP Academy Springfield if UP Academy Springfield chooses to use it. At the time the school is to be restarted as a charter school, SPS will support the school in removing any technology equipment at UP Academy Springfield that the school does not want to use, as SPS would for any other SPS school.

e. Curriculum Materials. At the time the school is to be restarted as a charter school, UP Academy Springfield will have the opportunity to perform an inventory of all curriculum materials and associated equipment located in the facility of the school to be restarted as UP Academy Springfield. UP Academy Springfield will have the right to retain possession of any curriculum materials and associated equipment located in the facility. At the time the school is to be restarted as a charter school, SPS will remove, at no cost to UP Academy Springfield, any curriculum materials the school does not identify to be retained.

11. Student Enrollment, Recruitment and Retention.

a. Students will be enrolled in UP in accordance with the provisions of M.G.L. c. 71, §89(l), (m), and (n). Students who withdraw from UP may enroll in another school within SPS in accordance with the provisions of M.G.L. c. 71, §89(p). If a student stops attending UP for any reason, UP shall fill the vacancy in accordance with the provisions of M.G.L. c. 71, §89(n).

b. UP will be included in all major SPS student enrollment materials and events on an equivalent basis as any other SPS school. Pursuant to M.G.L. c. 71, §89(g), SPS will provide UP or a third-party mailhouse with student contact information and basic demographic data for use in student recruitment efforts, provided that UP agrees to keep this information confidential. UP will submit to SPS annually the recruitment and retention plan that it develops for Massachusetts DESE.

c. UP will integrate its enrollment process with that of SPS to the extent permitted by law. In addition, SPS will honor UP’s decisions regarding retention and promotion of students, as it does for any other SPS school. UP’s retention and enrollment decisions will be mandated by all district schools if UP students decide to transfer.

d. Because UP will be located in a facility that will be used by SPS as a school in the 2015-2016 school year, UP shall give enrollment priority first to any students actually enrolled in the that facility during the 2015-16 academic year.

e. In the event that Massachusetts law regarding student enrollment at Horace Mann charter schools is adjusted, the Parties shall reconvene to determine to most appropriate enrollment process for UP.

12. Information Requirements.

a. UP has the option of accessing district-wide information systems, including student assessments, but is not required to do so. UP shall consult with SPS while developing the Accountability Plan that is required by Massachusetts DESE, to ensure that UP establishes performance goals that are aligned with SPS expectations. By August 1 of 2017 and each subsequent year, UP shall submit to SPS a copy of the Annual Report and Accountability Plan required by Massachusetts DESE.

b. The Springfield School Committee shall develop a plan to disseminate innovative practices of UP to other public schools within the district subject to the legally enforceable provisions of any contract between UP and any third
party provider. UP agrees to cooperate with SPS and the Springfield School Committee in connection with the development of the plan for innovative practices. The innovative practices plan and assessment plan shall be available for review by the Superintendent or his/her designee upon request.

c. UP may elect to use a Student Information System (SIS) other than the SIS used by SPS. In the event that UP uses an alternate SIS, UP and SPS will work to ensure two-way communication between the systems to ensure that student records are adequately maintained in the SPS system. In the event that UP uses the SPS SIS, SPS shall set up automated data exports in accordance with section 12.d that are necessary for UP to utilize any additional information systems necessary to implement its model. The Parties shall further discuss who shall pay for setting up automated data exports.

d. UP acknowledges and understands its obligations as an authorized school official under applicable federal and state laws, including but not limited to 35 CFR Part 99 (FERPA), and 603 CMR 23.00, et seq. To the extent that any records maintained or stored by UP pursuant to this Agreement contain Personal Information of Massachusetts residents, UP shall comply with Chapters 93H and 93I of the Massachusetts General Laws, including the regulations promulgated pursuant to Chapter 93H at 201 CMR 17.00 et seq. The provisions of this section shall survive the termination of this Agreement.

13. **Annual Report.**
Pursuant to subsection (jj) of the Charter School Statute and section 1.09(1) of the Regulations, UP Academy Springfield shall submit to SPS an annual report no later than August 1st of each year for the preceding school year, which shall include, but is not limited to: (i) discussion of progress made toward the achievement of the goals set forth in UP Academy Springfield’s charter; (ii) any changes in its educational programs set forth in Up Academy Springfield’s charter; (iii) a financial statement setting forth by appropriate categories the revenue and expenditures for the year just ended and a balance sheet setting forth the charter school’s assets, liabilities and fund balances or equities; and (iv) the information required by 603 C.M.R. 1.09(1)(b)-(i).

14. **Assignment.**
This Agreement may not be assigned without the prior written consent of the Superintendent or his/her designee.

15. **Term of Agreement.**
The term of this Agreement is the period from the Effective Date of this Agreement through June 30, 2021 (“Term”). No later than six (6) months prior to the expiration of the Term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all Parties agree, the Springfield School Committee approve, and Massachusetts DESE grants.

16. **Independent Entity.**
As an in-district Horace Mann Charter School, UP is an entity independent of the Springfield Public School Department, and Springfield Public School Department shall not be liable for the acts or omissions of UP, the Board, its officers, agents or employees except to the extent consistent with the law, including the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith.

17. **Insurance**
UP shall obtain general liability insurance, including employment practices liability insurance, and insurance required by state regulations for a Horace Mann Charter school. The Parties shall further discuss insurance if the charter application is approved.

18. **Litigation**
UP Academy Springfield employees are considered public employees for purposes of tort liability under M.G.L. c. 258. The Parties shall further discuss Litigation if the charter application is approved.

19. **Termination.**
UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of SPS, and/or that UP is not complying with the requirements of section 6 above, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the Commissioner of Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes or fails to renew the charter of UP for any reason. In the event that this Agreement is terminated, (a) SPS shall pay to UP all funds then due and owing, if any, as of the effective date of the termination; (b) UP shall refund to SPS any
unexpended funds remaining after UP pays all outstanding costs and expenses; and (c) SPS and UP shall work cooperatively to close the school in accordance with state regulations.

20. **Horace Mann School’s Rights of Appeal.**
SPS acknowledges that UP has the right to file an appeal with Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.07(1), if UP determines in its professional judgment that it has received a disproportionate budget allocation. UP agrees that it shall not file any such appeal with Massachusetts DESE without first giving SPS at least fourteen (14) days written notice of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

21. **Notices.**
All notices, requests, and other communications given to or made upon the Parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

a. In the case of SPS:
   Superintendent
   Springfield Public School Department
   1550 Main Street
   Springfield, MA 01103
b. In the case of UP:
   TBD
   Chair of Board of Trustees
   UP Academy Charter School of Springfield

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

22. **Governing Laws.**
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject in all respects to the provisions of the Charter School Statute and the Regulations as may be amended, together with all other applicable provisions of state and federal laws and regulations promulgated in connection therewith (collectively “Applicable Law”). In the event of any conflict between any provision of this Agreement and Applicable Law, the provisions of Applicable Law shall apply and be binding upon the Parties notwithstanding any provisions of this Agreement to the contrary. In the event of any such conflict, all other provisions of this Agreement shall remain in full force and effect. The Parties agree that venue of any legal action arising out of this Agreement shall be in a court of competent jurisdiction in Springfield, Massachusetts.

23. **Counterparts.**
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.

24. **Severability.**
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

25. **Amendments.**
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both SPS and UP.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal.

UP ACADEMY CHARTER SCHOOL OF SPRINGFIELD

By: ___________________________ Date: ______________
Name: TBD
Chairperson of the Board of Trustees
SPRINGFIELD SCHOOL COMMITTEE

By: ________________________________ By: __________
Name: ________________________________

By: ________________________________ By: __________
Name: ________________________________

By: ________________________________ By: __________
Name: ________________________________

Approved as to appropriation: Reviewed:

_________________________ __________________________
City Comptroller Chief Administrative and Financial Officer

Approved as to Form: Approved:

_________________________ __________________________
City Solicitor Domenic J. Sarno, Mayor

Date signed: __________________________
EXHIBIT A: General Fund Allocation Calculation

1. Guiding Principles
   a. As a Horace Mann charter, UP Academy Springfield (“UP”) would be its own LEA and would operate with a high degree of autonomy from the district. The Commonwealth of Massachusetts annually sets minimum school district expenditures, called “Foundation Budgets.” City governments and school districts may choose, however, to spend more than their minimum expenditure; the total required spending from the state plus optional extra spending by cities and districts is called “Net School Spending.” Historically, Springfield’s Net School Spending has been equal to its Foundation Budget.
   b. Funding for UP from SPS will be determined by allocating to the school a proportional share of Springfield’s total Net School Spending, based on the total number of students enrolled in UP. We define this funding amount as the “General Fund Allocation.”
   c. SPS schools may receive in kind services and additional revenue from the district that is not included in Springfield’s Net School Spending. For example, transportation and food service costs are not included in Net School Spending. UP would receive the same share of in kind services and non-Net School Spending revenue as other SPS schools.
   d. There are certain costs that the district will bear for UP, despite the fact that the school operates autonomously. These costs are Admin Schedule 19 costs, Retired Teacher Health Insurance costs, and SPS Finance and HR services costs. UP will pay for these costs at a per pupil rate determined by dividing total district expenses for these service by the number students in the district.
   e. UP may choose to purchase certain support services from the district. For example, UP may choose to rely on district services for facilities repairs. In the case where UP elects to use district services, UP will pay for these costs either at the actual cost of the service when the actual cost is known (e.g., utilities), or at a per pupil rate determined by dividing total district expenses for the service by the number students in the district. UP and SPS may in good faith adjust this per pupil amount downward if UP elects to use only a portion of a service.

2. Accordingly, the General Fund Allocation for the school will be set annually according to the following formula:

   The formula for calculating UP’s proportional share of the Springfield Net School Spending is:

   \[
   \text{Allocation} = \frac{\text{SPS Net School Spending}}{\text{SPS enrollment}} \times \text{UP Foundation Budget}
   \]

   where \( \text{SPS Net School Spending} = (A) + (B) + (C) + (D) \) and

   \[
   \text{UP Foundation Budget} = (A) + (B) + (C) + (D)
   \]

   a. Funding for UP from SPS will be determined by allocating to the school a proportional share of Springfield’s total Net School Spending, based on the total number of students enrolled in UP. We define this funding amount as the “General Fund Allocation.”

   b. SPS schools may receive in kind services and additional revenue from the district that is not included in Springfield’s Net School Spending. For example, transportation and food service costs are not included in Net School Spending. UP would receive the same share of in kind services and non-Net School Spending revenue as other SPS schools.

   c. There are certain costs that the district will bear for UP, despite the fact that the school operates autonomously. These costs are Admin Schedule 19 costs, Retired Teacher Health Insurance costs, and SPS Finance and HR services costs. UP will pay for these costs at a per pupil rate determined by dividing total district expenses for these service by the number students in the district. UP and SPS may in good faith adjust this per pupil amount downward if UP elects to use only a portion of a service.

   d. UP may choose to purchase certain support services from the district. For example, UP may choose to rely on district services for facilities repairs. In the case where UP elects to use district services, UP will pay for these costs either at the actual cost of the service when the actual cost is known (e.g., utilities), or at a per pupil rate determined by dividing total district expenses for the service by the number students in the district. UP and SPS may in good faith adjust this per pupil amount downward if UP elects to use only a portion of a service.

   3. Exclusions from General Fund Allocation:

      a. The General Fund Allocation does not fund any costs paid for by sources of funds other than the Springfield Net School Spending budget, including: capital projects; food service; transportation; and any other services paid for through sources other than Chapter 70 funding or the Springfield Net School Spending budget. The General Fund Allocation also excludes the cost of preparing the schools for restart by UP, including any removal of furnishings, equipment and supplies; and any critical deferred maintenance needs. Springfield Public Schools will provide these...
services to UP Academy Springfield as it would to any other district school.
b. Given that benefits and payroll taxes are paid for via Chapter 70 funding or Net School Spending for teachers at other SPS schools, these costs will be paid for from the UP Operating Account.
4. Inclusions in General Fund Allocation:
   a. The General Fund Allocation is intended to be used for School expenditures including, but not limited to the following expenses: staff salaries and stipends, UP’s share of Admin Schedule 19 costs, UP’s share of Retired Teacher Health Insurance, UP’s share of SPS Finance and HR costs, and other district services purchased by UP, as outlined below. These expenses will be deducted from the UP Operating Account.

5. Optional District Services:
   a. The General Fund Allocation may also be used for optional district services which may be purchased by UP. Optional expenses may include: information technology services (break/fix services, computer hardware, and internet and phone service), facilities operating costs (custodial, utilities and repairs), and student enrollment services. UP Academy will consult with SPS prior to making a determination to not purchase optional district services
   b. The Director of Operations of UP Academy Springfield, or his/her designee, will meet with the CFO of SPS in November of each year in order to review the list of optional district services that UP is considering purchasing for the following school year and to reach agreement on the per pupil cost to UP for purchasing said services. UP will then provide SPS with the final list of services it intends to purchase for the following school year within a reasonable time period and no later than March 1.

6. The parties shall further discuss whether it is appropriate to determine a formula for providing funding for UP to support the school if the school enrolls a disproportionately high number of students with disabilities, including high severity students.
Proposed Type B MOU between the Springfield Public Schools and the UP Academy Charter School of Springfield and the Springfield Education Association

AGREEMENT by and between the UP Academy Charter School of Springfield (“UP”) (Horace Mann Charter Public School), by and through its Board of Trustees (the “Board”), and the School Committee of the City of Springfield, by and through its Public School Department (the “SPS”) and the Springfield Education Association (“SEA”). In consideration of the mutual covenants contained herein, UP, SEA, and SPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and

WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Status of SEA Employees Who Work at UP

All SEA Employees are selected to work and who elect to work at UP shall maintain their full status as members of the SEA bargaining unit and as employees of the Springfield Public Schools. Further:

A. SEA employees shall receive, at a minimum, the salary and benefits established in the salary scale in “Article 27: Compensation” of the SEA Contract (the “Contract”), subject to possible upward adjustments as set forth below.

B. SEA employees shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.

As expressly set forth below, with the exception (A) and (B) above, UP shall be exempt from provisions of the Contract, and all past practices pertaining to the relationship between the Springfield School Committee and the SEA, contained in or related to the following sections of the existing Contract as well as corresponding sections of any future Contract in effect during the term of this Agreement:

- Article 1: Association Recognition and Definitions
- Article 2: Committee Rights
- Article 3: Existing Conditions of Employment
- Article 4: Fair Practices
- Article 5: Working Conditions
- Article 6: School Centered Decision Making
- Article 7: Student Discipline
- Article 8: Special Services
- Article 9: Libraries/Librarians
- Article 10: Department Chairs
- Article 11: Transfers and Promotions
- Article 12: Leaves with Pay
- Article 13: Leaves without Pay
- Article 14: Leaves with Partial Pay
- Article 15: Fringe Benefits
- Article 16: Safety and Security

59 Salary scale will be adjusted based on any changes resulting from the next round of SEA negotiations.
Selection and Hiring of Staff
UP has the sole discretion to select the staff for any and all positions at the school. UP may select staff for SEA positions at the school without regard to seniority within the SEA or past practices between the Springfield School Committee and the SEA. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. SEA staff shall not have attachment rights to any position at the school and the Principal may unilaterally transfer any SEA staff member to another position provided that the SEA staff member is properly qualified.

Management
UP, through its Board, shall manage its staff independent of the Springfield School Committee.

Dismissal
The provisions in the Contract regarding seniority and transfer shall not apply to UP except that SEA members shall continue to accrue seniority while working at the school. UP may choose to non-renew any SEA staff member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff of the Horace Mann School shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances.

Layoffs and Recall
UP is exempt from the layoff and recall language in the Contract and any associated practices.

Processing and Notification Regarding Staff
The SPS agrees that any and all hiring and dismissals of staff for UP will be processed in a timely manner through the SPS Department of Human Resources. UP shall provide the SPS Department of Human Resources and Department of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.
**Evaluation – SEA Staff Members**

UP has developed its own SEA staff member evaluation process and evaluation tool(s) in accordance with applicable laws.

UP is committed to the continued professional development of all employees. To that end, UP has developed a performance evaluation and coaching process based on a defined set of competencies to be used for SEA staff members. UP’s performance evaluation tools and process aim to:

1. Systematically support all SEA staff members, regardless of experience and role, in their professional growth
2. Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
3. Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status

The UP performance evaluation and coaching process is as follows:

The Principal and Deans of Curriculum and Instruction are the primary coaches for SEA staff members. Mentor Teachers will also conduct SEA staff member observations and give feedback to SEA staff members. Coaching is informed by quick hit observations (5 minutes) and coaching observations (15 minutes), which occur at least every other week. Observers will deliver feedback in person or by email as soon as possible after observations. SEA staff members in non-teaching roles will have check-in meetings at least twice a month with their managers or designees where they will receive coaching and support. Observations will be used to complete an evaluation of an individual SEA staff member’s performance.

All SEA staff members will be formally evaluated. An SEA staff member will receive an Exemplary, Proficient, Needs Improvement, or Unsatisfactory rating for each competency. UP reserves the right to make adjustments to this process if such adjustments are clearly communicated to SEA staff members.

Proficient is the expected level of performance for most SEA staff members. SEA staff members who are new to their roles may perform in the Needs Improvement category in several competencies in the beginning of the year; SEA staff members in leadership roles will likely perform at the Exemplary level in a few relevant competencies.

Over the course of the year, managers should look for evidence of performance in each of the competencies and provide feedback. Trends and patterns in performance inform mid-year and year-end ratings.

All SEA staff members will participate in a performance evaluation and coaching process based on the following schedule:

**During August orientation:** Managers review the UP competencies and performance evaluation process with all SEA staff members.

**Ongoing:** SEA staff members and managers meet for check-ins, coaching, observations, and feedback.

**By approximately the end of September:** SEA staff members identify student performance goal(s) and professional growth goal(s) for the coming year. Managers meet one-on-one with SEA staff members to finalize 2-3 goals and craft individualized Professional Development Plans. Managers submit goals for SEA staff members.

**By approximately mid-November:** SEA staff members and managers meet for a performance check-in. Next steps and adjustments to the SEA staff members Performance Growth Plan will be discussed.

**By approximately mid-February:** SEA staff members meet with managers to receive their Mid-Year Evaluations. SEA staff members may summarize their goal progress and submit to managers in advance of the meeting. Managers will complete the evaluation tool. SEA staff members and managers will meet and discuss the self-assessment, ratings, and next steps. Employees will sign the evaluation tool to acknowledge receipt.

**Within 10 calendar days of the Mid-Year Evaluation:** SEA staff members may respond to the formative evaluation with written comments.

**By approximately mid-May:** SEA staff members meet with managers to receive Year-End Evaluations. SEA staff members may complete a 2x2 template and submit to managers in advance of the meeting. SEA staff members will complete a self-assessment of performance against each UP competency and summarize goal progress and submit to managers in advance of the meeting. Managers will complete the evaluation tool, rating performance on each competency using evidence gathered since mid-year evaluation. SEA staff members and manager meet and discuss the self-assessment, ratings, and goals/plan for next year. Employees will sign the evaluation tool to acknowledge receipt.
Within 10 calendar days of the Year-End Evaluation: SEA staff members may respond to the formative evaluation with written comments.

When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When there is an egregious performance issue that threatens the safety or wellbeing of others or violates critical laws, policies, or ethical standards, UP can place an individual on paid administrative leave pending an investigation.

When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.

UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit in the calculation of year-end employee evaluations. UP shall calculate year-end employee evaluations in accordance with applicable federal and state laws and municipal ordinances.

An evaluation and its consequences are not subject to the grievance procedures of the Contract.

Compensation – SEA Staff Members
Every UP SEA staff member earns, at a minimum, their base salary under the SEA scale. The Principal reserves the right to consider the inclusion of teaching experience outside of the Springfield Public Schools system and other professional experience when placing an UP SEA staff member on the SEA scale.

The Principal reserves the right to provide SEA staff members with stipends above and beyond the base salary they are earning under the SEA scale.

Working Conditions - SEA staff members
Above all else, UP believes that the SEA staff members of UP are professionals and deserve working conditions that reflect the professional nature of their jobs. UP believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of SEA staff members are not mutually exclusive. UP is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

Per UP’s draft Memorandum of Understanding with the SEA collective bargaining unit and/ or UP’s work with the Massachusetts Department of Elementary and Secondary Education, the provisions in the SEA Contract that address working conditions for SEA staff members shall not apply to SEA members employed at UP. Rather, the 2016-17 working conditions for all SEA members at UP will be specified no later than May 1st each year (for the subsequent academic year). SEA staff members selected to work at UP are voluntarily electing to work at the school by signing the Working Condition Acknowledgement Form (SEA staff members) that describes the anticipated working conditions for the upcoming academic year.

The information that follows represents UP’s vision for the working conditions that will be described in the school’s initial Working Conditions Acknowledgement Form (SEA staff members). This information is subject to change prior to July 1, 2016.

SEA staff members employed at UP will be provided access to a laptop or desktop computer; a personalized email account; and a personalized voice mailbox, as well as other essential items and conditions that the Principal/ Director of Operations believe will support their fulfillment of professional responsibilities at the school.

The term of employment will be August 1, 2016, through July 31, 2017, and will include the following:

- Up to 20 days of professional development and planning time, with each day including up to eight hours of professional development and/or staff planning time;
- Up to 185 school days;
- Up to 5 days of professional development and planning days after the school year begins, with each day including up to eight hours of professional development and/or staff planning time; and
- Up to 2 days following the last day of school for students.

UP school leaders will develop the schedule for utilization of all professional development and planning days, both prior to and throughout the academic year.
The standard workday for SEA staff members during a school day will be nine hours. For the majority of SEA staff members, required hours will approximate 7:15am–4:15pm. While some SEA members may be asked to work a different schedule to accommodate school programming, required hours will never exceed 45 hours per week.

**Core Subject Teachers (Middle School, Grades Determined by Principal/ Director of Operations):** Except in rare circumstances, English Language Arts, Math, Science, and Social Studies teachers will be expected to teach no more than sixteen 50-minute subject area class periods during a typical week (Monday through Friday). Three days per week, these teachers will teach four class periods, and two days per week, these teachers will teach two class periods. Except in rare circumstances, these teachers will not be expected to instruct students for more than one hundred consecutive minutes. Core Subject Teachers will be expected to facilitate up to two 50-minute tutoring sessions each week.

During a typical Monday-Friday week, English Language Arts, Math, Science, and Social Studies teachers will have one block of time equal to three consecutive academic class periods during which they have no specific classroom teaching responsibilities. Teachers may use this time to plan, grade, collaborate with their colleagues, etc. Teachers may be asked to perform some duties during this time.

Except in rare circumstances, English Language Arts, Math, Science, and Social Studies teachers will not have a student caseload that exceeds fifty-six (56) students at any given point in the academic year.

Core Subject Teachers will be expected to teach (or co-teach, with no more than one other staff member) one enrichment course each academic year.

**Counselors:** Except in rare cases, the Counselors will be providing counseling services (including but not limited to one-on-one and small group sessions) for approximately 30 hours weekly. Except in rare circumstances, the Counselors will not be expected to counsel students for more than one hundred fifty (150) consecutive minutes. Without consent, the Counselors will not have a caseload that exceeds 40 students receiving counseling services at any time. When appropriately certified, the Counselors will facilitate psychological testing regarding special education.

**Encore Teachers and Physical Education Teachers:** Except in rare circumstances, encore teachers will not be expected to instruct students for more than one hundred consecutive minutes. Class size will occasionally exceed twenty-eight students (due to the inclusion of students typically educated in substantially separate classrooms). Encore and Physical Education teachers will also teach one enrichment course each academic year.

**English as a Second Language (ESL) Teachers:** ESL Teachers support the learning of the school’s English Language Learners. ESL teachers typically either teach ESL classes to groups of English Language Learners or support English Language Learners in an inclusion setting. Specific schedules will depend on the school’s student population and will be determined by the Principal and Dean of Curriculum and Instruction for Student Support. ESL Teachers are expected to support the administrative functions of the school’s ESL programming as directed by the Dean of Curriculum and Instruction for Student Support.

ESL Teachers will be expected to teach (or co-teach, with no more than one other staff member) one enrichment course each academic year.

**High School Placement Counselors:** Except in rare cases, the High School Placement Counselors will be providing services (including but not limited to one-on-one and small group sessions) for approximately 30 hours weekly. The High School Placement Counselors will teach six 50-minute class periods weekly. Except in rare circumstances, the High School Placement Counselors will not be expected to teach/counsel students for more than one hundred fifty (150) consecutive minutes. Except in rare cases, the High School Placement Counselors will not have a caseload that exceeds 166 students receiving high school placement services at any time.

The High School Placement Counselors will be expected to teach (or co-teach, with no more than one other staff member) one enrichment course each academic year.

**Related Service Providers:** Related Service Providers will provide appropriate services to their caseloads of students at UP. They will work closely with the Principals and Special Education Coordinators to determine the appropriate schedule and implementation. UP schools expect that Related Service Providers plan their schedules to minimize (if not avoid entirely) time spent travelling among sites during the school day.

**Resident Teachers:** Resident Teachers will support general education classrooms and substantially separate classrooms. Resident Teachers will frequently be asked to provide coverage if and when teachers are not able to lead their classrooms and/or complete their assigned duties. Resident Teachers will also teach Enrichment classes each trimester. Classroom coverage is considered a core responsibility of Resident Teachers; completion of this work will not result in additional compensation for Resident Teachers. Resident Teachers will be expected to assist the school’s operation team in special projects.

**School Culture Resident Teachers:** Except in rare cases, the School Culture Resident Teachers will be running in-school suspension for the majority of his or her scheduled hours. The School Culture Resident Teachers will be facilitating in-school suspension,
including monitoring behavior and implementing consequences. Except in rare circumstances, the School Culture Resident Teachers will not be expected to serve more than twenty-five (25) students at any one time.

Special Education Inclusion Teachers: Special Education Inclusion Teachers support the learning of the school’s students with disabilities. Specific schedules will depend on the school’s student population and will be determined by the Principal and Dean of Curriculum and Instruction. Special Education Inclusion Teachers are expected to support the administrative functions of the school’s Special Education programming as directed by the Principal/Director of Operations, including but not limited to academic achievement testing.

Special Education Inclusion Teachers will be expected to teach (or co-teach, with no more than one other staff member) one enrichment course each academic year.

Special Education Substantially Separate Classroom Teachers: Special Education Substantially separate Classroom Teachers support the learning of the school’s students with disabilities. Class size will not typically exceed 12 students. When class size exceeds 8 students, a Resident Teacher will typically be present in class during instructional periods. Specific schedules will depend on the school’s student population and will be determined by the Principal and Dean of Curriculum and Instruction for Student Support. Special Education Substantially separate Classroom Teachers are expected to support the administrative functions of the school’s Special Education programming as directed by the Principal/Director of Operations, including but not limited to academic achievement testing.

Special Education Substantially separate Teachers will be expected to teach (or co-teach, with no more than one other staff member) one enrichment course each academic year.

Special Education Coordinators: The Special Education Coordinators will work to ensure that all students at UP receiving special education services (or being tested for possible receipt of such services) receive all services to which they are entitled, on time and in compliance with state standards. The Special Education Coordinators will report to their school’s Principal.

All SEA Staff Members: Except in rare circumstances, class sizes will not exceed twenty-eight (28) students.

All SEA staff members are expected to participate in Professional Development and Collaboration activities and staff meetings on either Wednesday or Friday afternoons, unless otherwise directed by the Principal/Director of Operations.

During a typical Monday-Friday week, all staff members are expected to perform additional duties that are necessary to fulfill the mission of UP. These duties may include, but are not limited to, the following:

- Coverage of homeroom periods, not exceeding forty (40) minutes per day;
- Coverage of lunch periods, break periods, recess periods, or Literacy block periods, not exceeding ninety (90) minutes per day;
- Coverage of homework club;
- Tutoring;
- Substitute coverage of classes and duties of others who are absent from school;
- Coverage of afterschool activities, not exceeding 120 minutes per week; and
- Coverage of study hall periods, not exceeding 110 minutes per week.

UP believes that, in order to accomplish its mission, all SEA staff members must be school SEA staff members, not simply classroom SEA staff members. Therefore, SEA staff members have some responsibilities for the overall effective working of the school. In addition to traditional responsibilities and those duties listed above, all UP SEA staff members are expected to be involved in a variety of educational and administrative activities that are necessary to fulfill the mission of UP. These activities may include, but are not limited to the following:

- Participation in three parent conference evenings and family orientation evenings during the school year;
- Phone contact with families about the academic progress of students;
- Preparation of individual student ASPIRE Reports, Progress Reports, and Report Cards;
- Leading student extracurricular activities;
- Participating in staff recruitment and selection processes;
- Maintaining a subject-area bulletin board;
- Leading enrichment programming;
- Working regularly with school administrators to improve one’s instructional practices;
- Checking homework on a daily basis;
- Attending student-related meetings; and
- Serving as an advisor to a small cohort of students.

Dispute Resolution
Any SEA employee at UP may use the following process to resolve a dispute:
1. The employee may bring a concern under this agreement to the Principal in writing. The employee should specifically state the concern and the desired resolution.
2. Within 5 days of receipt of the concern, the Principal should meet with the employee to discuss the concern.
3. Within 5 days of the meeting, the Principal should issue a decision to the employee.
4. If the employee is not satisfied with the resolution issued by the Principal, s/he may bring the concern to the Board, in writing, within 10 days of receiving the Principal’s decision. The home or business address of the Board Chair will be provided to all employees for this purpose.
5. The Board will consider the concern at its next scheduled meeting
6. The Board should issue a decision within 5 days of the meeting. This decision will be sent in writing to the employee in question. The decision of the Board is final.

**Compliance with Law**

UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, teachers and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. The Horace Mann School also agrees to comply with the civil rights policies of the SPS. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to the Termination section, herein.

UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

**Term of Agreement**

The term of this Agreement is the period from the date of execution of this Agreement through June 30, 2021. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Springfield School Committee approve, and the Massachusetts DESE grants.

**Indemnification**

It is expressly understood by and between the parties hereto that UP is a unit of the Springfield Public School Department only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that UP is an entity independent of the Springfield Public School Department and that Springfield Public School Department shall not be liable for the acts or omissions of UP, the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. Further, UP shall indemnify and hold harmless the Springfield Public School Department, its officers, agents or employees for all suits and claims against them or any of them directly resulting from any educational or employment action or decision, any intentional or negligent acts or omissions or wrong-doing of UP, the Board, its officers, agents or employees.

**Termination**

UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of the SPS, and/or that UP is not complying with the requirements of the Compliance with Law section, above, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the Commissioner of Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of UP for any reason. In the event that this Agreement is terminated, SPS agrees to reimburse UP for appropriate UP expenses that it incurred prior to such termination.

**Horace Mann School’s Rights of Appeal**

SPS acknowledges that UP has the right to file an appeal with the Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.09 et seq., if UP determines in its professional judgment that the SPS is not complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. UP agrees that it shall not file any such appeal with the Massachusetts DESE without first giving SPS at least fourteen (14) days written notice of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

**Notices**

All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:
(A) In the case of the SPS:
Superintendent
Springfield Public School Department
1550 Main Street
Springfield, MA 01103

(B) In the case of UP:
Chair of Board of Trustees
UP Academy Charter School of Springfield
ADDRESS TBD

(C) In the case of SEA:
President
Springfield Education Association

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

**Counterparts**
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.

**Severability**
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

**Amendments**
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the SPS, SEA, and UP.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal.

SPRINGFIELD PUBLIC SCHOOLS

By: ___________________________ Date: _____________
Daniel J. Warwick, Superintendent

APPROVED AS TO FORM:
By ___________________________
Corporation Counsel

By: ___________________________ Date: _____________
Name: TBD
Chairperson of the Board of Trustees

By: ___________________________ Date: _____________
Name:
President, SEA
Proposed Type B MOU between the Springfield Public Schools and the UP Academy Charter School of Springfield and the Springfield Administrators’ Association

AGREEMENT by and between the UP Academy Charter School of Springfield (“UP”) (Horace Mann Charter Public School), by and through its Board of Trustees (the “Board”), and the School Committee of the City of Springfield, by and through its Public School Department (the “SPS”) and the Springfield Administrators’ Association (“SAA”). In consideration of the mutual covenants contained herein, UP, SAA, and SPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and

WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Status of SAA Employees Who Work at UP
All school SAA members who elect to work and are selected to work at UP shall maintain their full status as members of the SAA bargaining unit and as employees of the Springfield Public Schools. Further:

A. SAA members shall receive, at a minimum, the salary and benefits established in the SAA Contract (the “Contract”), subject to possible upward adjustments as set forth below.

B. SAA members shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.

As expressly set forth below, with the exception (A) and (B) above, UP shall be exempt from provisions of the Contract, and all past practices pertaining to the relationship between the Springfield School Committee and SAA, contained in or related to the following sections of the existing Contract as well as corresponding sections of any future Contract in effect during the term of this Agreement:

- Article 1: Definitions
- Article 2: Existing Conditions of Employment
- Article 3: Professional Work Schedule
- Article 4: Protection
- Article 5: Leaves of Absence with Pay
- Article 6: Leaves of Absence without Pay
- Article 7: Sabbatical Leave/Job Renewal
- Article 8: School Lunch
- Article 9: School Supervision
- Article 10: Curriculum
- Article 11: Promotions
- Article 12: Transfer
- Article 13: Group Insurance and Tax-Sheltered Annuity Plan
- Article 14: Academic Freedom
- Article 15: Grievance Procedure
- Article 16: Salaries
- Article 17: Mileage Allowance
- Article 18: Deductions
- Article 19: Reduction in Force
In place of such provisions, the relationship between UP and SAA members will be subject to replacement provisions, if described below, or determined by the Board and/or management, if not described below. The Board and/or management shall make such labor-related decisions in order to most effectively achieve the mission of UP while respecting the professionalism of all SAA members who work at UP. Please note that some sections below are included for clarity purposes only.

**Selection and Hiring of Staff**

UP has the sole discretion to select the staff for any and all positions at the school. UP may select staff for SAA positions at the school without regard to seniority within the SAA or past practices between the Springfield School Committee and the SAA. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances.

**Management**

UP, through its Board, shall manage its staff independent of the Springfield School Committee.

**Dismissal**

The provisions in the Contract regarding seniority and transfer shall not apply to UP except that SAA members shall continue to accrue seniority while working at the school. UP may choose to non-renew any SAA member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff of the Horace Mann School shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances.

**Layoffs and Recall**

UP is exempt from the layoff and recall language in the Contract and any associated practices.

**Processing and Notification Regarding Staff**

The SPS agrees that any and all hiring and dismissals of staff for UP will be processed in a timely manner through the SPS Department of Human Resources. UP shall provide the SPS Department of Human Resources and Department of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.

**Evaluation – SAA Members**

UP has developed its own SAA staff member evaluation process and evaluation tool(s) in accordance with applicable laws.

UP is committed to the continued professional development of all employees. To that end, UP has developed a performance evaluation and coaching process based on a defined set of competencies to be used for SAA staff members. UP’s performance evaluation tools and process aim to:

1. Systematically support all SAA staff members, regardless of experience and role, in their professional growth;
2. Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
3. Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status.
All SAA staff members will be formally evaluated. An SAA staff member will receive an Exemplary, Proficient, Needs Improvement, or Unsatisfactory rating for each competency. UP reserves the right to make adjustments to this process if such adjustments are clearly communicated to SAA staff members.

Proficient is the expected level of performance for most SAA staff members. SAA staff members who are new to their roles may perform in the Needs Improvement category in several competencies in the beginning of the year; SAA staff members in leadership roles will likely perform at the Exemplary level in a few relevant competencies.

Over the course of the year, managers should look for evidence of performance in each of the competencies and provide feedback. Trends and patterns in performance inform mid-year and year-end ratings.

An evaluation and its consequences are not subject to the grievance procedures of the Contract.

When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When there is an egregious performance issue that threatens the safety or wellbeing of others or violates critical laws, policies, or ethical standards, UP can place an individual on paid administrative leave pending an investigation.

When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.

UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit in the calculation of year-end employee evaluations. UP shall calculate year-end employee evaluations in accordance with applicable federal and state laws and municipal ordinances.

**Compensation - SAA Members**

Every UP administrator earns, at a minimum, his or her base salary under the SAA scale. SAA members are not compensated incrementally for days or hours worked beyond those defined in the Contract.

The Principal, at his/her discretion, may decide to compensate any SAA member who works at UP with a base salary above that determined by the SAA scale.

The Principal reserves the right to provide SAA staff members with stipends above and beyond the base salary they are earning under the SAA scale.

**Working Conditions – SAA Members**

Above all else, UP believes that the SAA staff members of UP are professionals and deserve working conditions that reflect the professional nature of their jobs. UP believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of SAA staff members are not mutually exclusive. UP is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

The provisions in the Contract that address working conditions for SAA staff members shall not apply to SAA members at UP. Rather, the annual working conditions for SAA members at UP will be specified no later than May 1st each year (for the subsequent academic year) within a Working Conditions Acknowledgement Form (SAA Members). SAA members selected to work at UP will voluntarily elect to work at the school by signing the Working Conditions Acknowledgement Form (SAA Members) that describes the anticipated working conditions for the upcoming academic year.

Of note, the standard workday for all SAA members during a school day is expected to be ten hours. For the majority of SAA members, required hours will approximate 7:00am–5:00pm. All school-based SAA members are to be available at least during the normal working day and at any time before and after these hours that are reasonably necessary to adequately complete their administrative duties, such as being available to students and parents and attending appropriate meetings. The Dean of Family and Community
will work 10 hours per day, but her/his schedule will likely be adjusted and will approximate 9:00am-7:00pm. While some SAA members may be asked to work a different schedule to accommodate school programming (e.g., Saturday programming), required hours will never exceed 50 hours per week.

The term of employment will be July 1, 2016, through June 30, 2017. These employees follow the vacation schedule used by SEA employees working within their school. They also receive 2 weeks of vacation time between the end of one academic year and the start of another. Between the last day of school in June and the first day that SEA staff members arrive for Professional Development in August, SAA members are expected to work a full-time schedule (approximately 45 hours per week). During this time span, SAA members are entitled to two weeks of paid vacation.

**Dispute Resolution**
Any SAA member working at UP may use the following process to resolve a dispute:

1. The employee may bring a concern under this Agreement to the Principal in writing. The employee should specifically state the concern and the desired resolution.
2. Within 5 days of receipt of the concern, the Principal should meet with the employee to discuss the concern.
3. Within 5 days of the meeting, the Principal should issue a decision to the employee.
4. If the employee is not satisfied with the resolution issued by the Principal, s/he may bring the concern to the Board, in writing, within 10 days of receiving the Principal’s decision. The home or business address of the Board Chair will be provided to all SAA members for this purpose.
5. The Board will consider the concern at its next scheduled meeting.
6. The Board should issue a decision within 5 days of the meeting. This decision will be sent in writing to the employee in question. The decision of the Board is final.

**Compliance with Law**
UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, SAA staff members and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. The Horace Mann School also agrees to comply with the civil rights policies of the SPS. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to the Termination section, herein.

UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

**Term of Agreement**
The term of this Agreement is the period from the date of execution of this Agreement through June 30, 2021. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS, SAA, and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Springfield School Committee approve, and the Massachusetts DESE grants.

**Indemnification**
It is expressly understood by and between the parties hereto that UP is a unit of the Springfield Public School Department only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that UP is an entity independent of the Springfield Public School Department and that Springfield Public School Department shall not be liable for the acts or omissions of UP, the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. Further, UP shall indemnify and hold harmless the Springfield Public School Department, its officers, agents or employees for all suits and claims against them or any of them directly resulting from any educational or employment action or decision, any intentional or negligent acts or omissions or wrong-doing of UP, the Board, its officers, agents or employees.

**Termination**
UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of the SPS, and/or that UP is not complying with the requirements of the Compliance with Law section, above, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the Commissioner of Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of UP for any reason. In the event that this Agreement is terminated, SPS agrees to reimburse UP for appropriate UP expenses that it incurred prior to such termination.

Horace Mann School’s Rights of Appeal
SPS acknowledges that UP has the right to file an appeal with the Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.09 et seq., if UP determines in its professional judgment that the SPS is not complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. UP agrees that it shall not file any such appeal with the Massachusetts DESE without first giving SPS at least fourteen (14) days written notice of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

Notices
All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

(A) In the case of the SPS:
    Superintendent
    Springfield Public School Department
    1550 Main Street
    Springfield, MA 01103

(B) In the case of UP:
    Chair of Board of Trustees
    UP Academy Charter School of Springfield
    ADDRESS TBD

(C) In the case of SAA:
    President
    Springfield Administrators’ Association

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

Counterparts
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.

Severability
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

Amendments
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the SPS, SAA, and UP.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal. 
SPRINGFIELD PUBLIC SCHOOLS

By: ___________________________ Date: ______________
Daniel J. Warwick, Superintendent

APPROVED AS TO FORM:
By __________________________
Corporation Counsel

By: __________________________  Date: ____________
Name: TBD
Chairperson of the Board of Trustees

By: __________________________  Date: ____________
Name: TBD
President of SAA
Proposed Type B MOU between the Springfield Public Schools and the UP Academy Charter School of Springfield and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local #3556

AGREEMENT by and between the UP Academy Charter School of Springfield (“UP”) (Horace Mann Charter Public School), by and through its Board of Trustees (the “Board”), and the School Committee of the City of Springfield, by and through its Public School Department (the “SPS”) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local #3556 (the “Union”). In consideration of the mutual covenants contained herein, UP, the Union, and SPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and

WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Status of Union Members Who Work at UP
All Union members who elect to work and are selected to work at UP shall maintain their full status as members of the Union bargaining unit and as employees of the Springfield Public Schools. Further:

A. Union members shall receive, at a minimum, the salary and benefits established in the Union Contract (the “Contract”), subject to possible upward adjustments as set forth below.

B. Union members shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.

As expressly set forth below, with the exception (A) and (B) above, UP shall be exempt from provisions of the Contract, and all past practices pertaining to the relationship between the Springfield School Committee and the Union, contained in or related to the following sections of the existing Contract as well as corresponding sections of any future Contract in effect during the term of this Agreement:

- Article 1: Recognition
- Article 2: Existing Conditions of Employment
- Article 3: Union Representatives
- Article 4: Bulletin Boards
- Article 5: Classification Plan and Pay Rates
- Article 6: Civil Service
- Article 7: Agency Service Fee
- Article 8: Deduction of Union Dues
- Article 9: Duration of Contract
- Article 10: Employees’ Group Insurance Plan
- Article 11: Extreme Weather Conditions
- Article 12: General Provisions
- Article 13: Grievance and Arbitration Procedure
- Article 14: Jury Pay
- Article 15: Labor Management Meetings
- Article 16: Sick and Emergency Leave
- Article 17: Leaves of Absence without Pay
• Article 18: Lunch Periods
• Article 19: Management Rights
• Article 20: No Discrimination
• Article 21: No Strike – No Lock Out Provision of Collective Bargaining Law
• Article 22: Overtime Work
• Article 23: Part-Tim Employees
• Article 24: Pay for Holidays
• Article 25: Personal Assault
• Article 26: Pupils Awaiting Disciplinary Action
• Article 27: Residency
• Article 28: Rest Periods
• Article 29: Saving Clause
• Article 30: Security for Non-Permanent Employees
• Article 31: Termination of Service
• Article 32: Tuberculosis Reports and X-Rays
• Article 33: Vacancies
• Article 34: Vacations Policies
• Article 35: Work Day and Work Week
• Article 36: Working out of Grade or Classification
• Article 37: Incentive Leave
• Article 38: Discussion of Issues
• Article 39: Reduction in Force
• Article 40: Notification
• All Appendices

In place of such provisions, the relationship between UP and Union members will be subject to replacement provisions, if described below, or determined by the Board and/or management, if not described below. The Board and/or management shall make such labor-related decisions in order to most effectively achieve the mission of UP while respecting the professionalism of all Union members who work at UP. Please note that some sections below are included for clarity purposes only.

Selection and Hiring of Staff
UP has the sole discretion to select the staff for any and all positions at the school. UP may select staff for Union positions at the school without regard to seniority within the Union or past practices between the Springfield School Committee and the Union. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances.

Management
UP, through its Board, shall manage its staff independent of the Springfield School Committee.

Dismissal
The provisions in the Contract regarding seniority and transfer shall not apply to UP except that Union members shall continue to accrue seniority while working at the school. UP may choose to non-renew any Union member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff of the Horace Mann School shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances.

Layoffs and Recall
UP is exempt from the layoff and recall language in the Contract and any associated practices.

Processing and Notification Regarding Staff
The SPS agrees that any and all hiring and dismissals of staff for UP will be processed in a timely manner through the SPS Department of Human Resources. UP shall provide the SPS Department of Human Resources and Office of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.
**Evaluation – Union Members**

UP has developed its own Union staff member evaluation process and evaluation tool(s) in accordance with applicable laws.

UP is committed to the continued professional development of all employees. To that end, UP has developed a performance evaluation and coaching process based on a defined set of competencies to be used for Union staff members. UP’s performance evaluation tools and process aim to:

1. Systematically support all Union staff members, regardless of experience and role, in their professional growth;
2. Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
3. Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status.

All Union staff members will be formally evaluated. A Union staff member will receive an Exemplary, Proficient, Needs Improvement, or Unsatisfactory rating for each competency. UP reserves the right to make adjustments to this process if such adjustments are clearly communicated to Union staff members.

Proficient is the expected level of performance for most Union staff members. Union staff members who are new to their roles may perform in the Needs Improvement category in several competencies in the beginning of the year; Union staff members in leadership roles will likely perform at the Exemplary level in a few relevant competencies.

Over the course of the year, managers should look for evidence of performance in each of the competencies and provide feedback. Trends and patterns in performance inform mid-year and year-end ratings.

An evaluation and its consequences are not subject to the grievance procedures of the Contract.

When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When there is an egregious performance issue that threatens the safety or wellbeing of others or violates critical laws, policies, or ethical standards, UP can place an individual on paid administrative leave pending an investigation. When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.

UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit in the calculation of year-end employee evaluations. UP shall calculate year-end employee evaluations in accordance with applicable federal and state laws and municipal ordinances.

**Compensation – Union Members**

Every UP Union member earns, at a minimum, his or her hourly rate under the Union scale. The Principal reserves the right to provide Union staff members with stipends above and beyond the base salary they are earning under the Union scale.

**Working Conditions – Union Members**

Above all else, UP believes that the Union staff members of UP are professionals and deserve working conditions that reflect the professional nature of their jobs. UP believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of Union staff members are not mutually exclusive. UP is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

The provisions in the Contract that address working conditions for Union members shall not apply to Union members at UP. Rather, the annual working conditions for Union members at UP will be specified no later than May 1st each
year (for the subsequent academic year) within a Working Conditions Acknowledgement Form (Union Members). Union members selected to work at UP will voluntarily elect to work at the school by signing the Working Conditions Acknowledgement Form (Union Members) that describes the anticipated working conditions for the upcoming academic year.

The standard workday for Union members during school days will be nine hours. The standard workday for Union members during non-school days will be eight hours. The Principal/Director of Operations has discretion to adjust these hours to meet the needs of the school, but Union members’ required hours will rarely exceed 45 hours per week.

The term of employment for Union members will be July 1, 2016, through June 30, 2017. In the case that a Union member begins work at UP Academy after July 1, that individual’s additional work days will be prorated based on his/her start date in relation to the July 1st date. These employees follow the vacation schedule used by SEA employees working within their school. They also receive 2 weeks of vacation time between the end of one academic year and the start of another. Between the last day of school in June and the first day that SEA staff members arrive for Professional Development in August, Union members are expected to work a full-time schedule (approximately 45 hours per week). During this time span, Union members are entitled to two weeks of unpaid vacation.

Dispute Resolution
Any Union member working at UP may use the following process to resolve a dispute:

1. The employee may bring a concern under this Agreement to the Principal in writing. The employee should specifically state the concern and the desired resolution.
2. Within 5 days of receipt of the concern, the Principal should meet with the employee to discuss the concern.
3. Within 5 days of the meeting, the Principal should issue a decision to the employee.
4. If the employee is not satisfied with the resolution issued by the Principal, s/he may bring the concern to the Board, in writing, within 10 days of receiving the Principal’s decision. The home or business address of the Board Chair will be provided to all Union members for this purpose.
5. The Board will consider the concern at its next scheduled meeting
6. The Board should issue a decision within 5 days of the meeting. This decision will be sent in writing to the employee in question. The decision of the Board is final.

Compliance with Law
UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, Union staff members and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. The Horace Mann School also agrees to comply with the civil rights policies of the SPS. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to the Termination section, herein.

UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

Term of Agreement
The term of this Agreement is the period from the date of execution of this Agreement through June 30, 2021. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS, the Union, and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Springfield School Committee approve, and the Massachusetts DESE grants.

Indemnification
It is expressly understood by and between the parties hereto that UP is a unit of the Springfield Public School Department only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that UP is an entity independent of the Springfield Public School Department and that Springfield Public School Department shall not be liable for the acts or omissions of UP.
the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c. 71, §89
and regulations promulgated in connection therewith. Further, UP shall indemnify and hold harmless the Springfield
Public School Department, its officers, agents or employees for all suits and claims against them or any of them
directly resulting from any educational or employment action or decision, any intentional or negligent acts or
omissions or wrong-doing of UP, the Board, its officers, agents or employees.

Termination
UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the
Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of
the SPS, and/or that UP is not complying with the requirements of the Compliance with Law section, above, s/he shall
have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the
Commissioner of Education in connection with a request for review and investigation of UP. In addition, this
Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of UP for
any reason. In the event that this Agreement is terminated, SPS agrees to reimburse UP for appropriate UP expenses
that it incurred prior to such termination.

Horace Mann School’s Rights of Appeal
SPS acknowledges that UP has the right to file an appeal with the Massachusetts DESE, in accordance with the
procedures set forth in 603 CMR 1.09 et seq., if UP determines in its professional judgment that the SPS is not
complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. UP agrees that it shall not
file any such appeal with the Massachusetts DESE without first giving SPS at least fourteen (14) days written notice
of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

Notices
All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise
specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

(A) In the case of the SPS:
   Superintendent
   Springfield Public School Department
   1550 Main Street
   Springfield, MA 01103

(B) In the case of UP:
   Chair of Board of Trustees
   UP Academy Charter School of Springfield
   ADDRESS TBD

(C) In the case of the Union:
   President
   American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local
   #3556

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall
be deemed to have been given when it is actually received by the party to whom it is addressed.

Counterparts
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an
original instrument, and all counterparts together shall constitute but one agreement.

Severability
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other
provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications,
and to this end the provisions of this Agreement are declared to be severable.

Amendments
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both
the SPS, the Union, and UP.
IN WITNESS WHEREOF, the parties have executed this Agreement under seal.

SPRINGFIELD PUBLIC SCHOOLS

By: ___________________________ Date: _______________
Daniel J. Warwick, Superintendent

APPROVED AS TO FORM:

By ___________________________
Corporation Counsel

By: ___________________________ Date: _______________
Name: TBD
Chairperson of the Board of Trustees

By: ___________________________ Date: _______________
Name: TBD
President of the Union
Proposed Type B MOU between the Springfield Public Schools and the UP Academy Charter School of Springfield and the Springfield Federation of Paraprofessionals, Local 4098

AGREEMENT by and between the UP Academy Charter School of Springfield (“UP”) (Horace Mann Charter Public School), by and through its Board of Trustees (the “Board”), and the School Committee of the City of Springfield, by and through its Public School Department (“SPS”) and the Springfield Federation of Paraprofessionals (the “Federation”). In consideration of the mutual covenants contained herein, UP, the Federation, and SPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and

WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Status of Federation Employees Who Work at UP**

All Federation employees are selected to work and who elect to work at UP shall maintain their full status as members of the Federation bargaining unit and as employees of the Springfield Public Schools. Further:

A. Federation employees shall receive, at a minimum, the salary and benefits established in the Federation Contract (the “Contract”), subject to possible upward adjustments as set forth below.

B. Federation employees shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.

As expressly set forth below, with the exception (A) and (B) above, UP shall be exempt from provisions of the Contract, and all past practices pertaining to the relationship between the Springfield School Committee and the Federation, contained in or related to the following sections of the existing Contract as well as corresponding sections of any future Contract in effect during the term of this Agreement:

- Article I: Federation Recognition and Definitions
- Article II: Committee Rights
- Article III: Existing Conditions of Employment
- Article IV: Fair Practices
- Article V: Working Conditions
- Article VI: Transfers or Re-Assignment
- Article VII: Leaves with Pay
- Article VIII: Leaves of Absence without Pay
- Article IX: Fringe Benefits
- Article X: Academic Freedom
- Article XI: In-Service Training
- Article XII: Evaluation of Personnel and Personnel Files
- Article XIII: Paraprofessional Protection
- Article XIV: Federation Rights and Responsibilities
- Article XV: Deductions
- Article XVI: Summer School
- Article XVII: Adult Education
- Article XVIII: Grievance Procedure
- Article XIX: Compensation
In place of such provisions, the relationship between UP and Federation Employees will be subject to replacement provisions, if described below, determined by the Board and/or management, if not described below. The Board and/or management shall make such labor-related decisions in order to most effectively achieve the mission of UP while respecting the professionalism of all Federation members who work at UP. Please note that some sections below are included for clarity purposes only.

**Selection and Hiring of Staff**

UP has the sole discretion to select the staff for any and all positions at the school. UP may select staff for Federation positions at the school without regard to seniority within the Federation or past practices between the Springfield School Committee and the Federation. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. Federation staff shall not have attachment rights to any position at the school and the Principal may unilaterally transfer any Federation staff member to another position provided that the Federation staff member is properly qualified.

**Management**

UP, through its Board, shall manage its staff independent of the Springfield School Committee.

**Dismissal**

The provisions in the Contract regarding seniority and transfer shall not apply to UP except that Federation members shall continue to accrue seniority while working at the school. UP may choose to non-renew any Federation staff member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff of the Horace Mann School shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances.

**Layoffs and Recall**

UP is exempt from the layoff and recall language in the Contract and any associated practices.

**Processing and Notification Regarding Staff**

The SPS agrees that any and all hiring and dismissals of staff for UP will be processed in a timely manner through the SPS Department of Human Resources. UP shall provide the SPS Department of Human Resources and Department of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.

**Evaluation – Federation Staff Members**

UP has developed its own Federation staff member evaluation process and evaluation tool(s) in accordance with applicable laws.

UP is committed to the continued professional development of all employees. To that end, UP has developed a performance evaluation and coaching process based on a defined set of competencies to be used for Federation staff members. UP’s performance evaluation tools and process aim to:

1. Systematically support all Federation staff members, regardless of experience and role, in their professional growth
2. Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
3. Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status

The UP performance evaluation and coaching process is as follows:
The Principal and Deans of Curriculum and Instruction are the primary coaches for Federation staff members. Mentor Teachers will also conduct Federation staff member observations and give feedback to Federation staff members. Coaching is informed by quick hit observations (5 minutes) and coaching observations (15 minutes), which occur at least every other week. Observers will deliver feedback in person or by email as soon as possible after observations. Federation staff members in non-teaching roles will have check-in meetings at least twice a month with their managers or designees where they will receive coaching and support. Observations will be used to complete an evaluation of an individual Federation staff member’s performance.

All Federation staff members will be formally evaluated. A Federation staff member will receive an Exemplary, Proficient, Needs Improvement, or Unsatisfactory rating for each competency. UP reserves the right to make adjustments to this process if such adjustments are clearly communicated to Federation staff members.

Proficient is the expected level of performance for most Federation staff members. Federation staff members who are new to their roles may perform in the Needs Improvement category in several competencies in the beginning of the year; Federation staff members in leadership roles will likely perform at the Exemplary level in a few relevant competencies.

Over the course of the year, managers should look for evidence of performance in each of the competencies and provide feedback. Trends and patterns in performance inform mid-year and year-end ratings.

All Federation staff members will participate in a performance evaluation and coaching process based on the following schedule:

**During August orientation:** Managers review the UP competencies and performance evaluation process with all Federation staff members.

**Ongoing:** Federation staff members and managers meet for check-ins, coaching, observations, and feedback.

**By approximately the end of September:** Federation staff members identify student performance goal(s) and professional growth goal(s) for the coming year. Managers meet one-on-one with Federation staff members to finalize 2-3 goals and craft individualized Professional Development Plans. Managers submit goals for Federation staff members.

**By approximately mid-November:** Federation staff members and managers meet for a performance check-in. Next steps and adjustments to the Federation staff members Performance Growth Plan will be discussed.

**By approximately mid-February:** Federation staff members meet with managers to receive their Mid-Year Evaluations. Federation staff members may summarize their goal progress and submit to managers in advance of the meeting. Managers will complete the evaluation tool. Federation staff members and managers will meet and discuss the self-assessment, ratings, and next steps. Employees will sign the evaluation tool to acknowledge receipt.

**Within 10 calendar days of the Mid-Year Evaluation:** Federation staff members may respond to the formative evaluation with written comments.

**By approximately mid-May:** Federation staff members meet with managers to receive Year-End Evaluations. Federation staff members may complete a 2x2 template and submit to managers in advance of the meeting. Federation staff members will complete a self-assessment of performance against each UP competency and summarize goal progress and submit to managers in advance of the meeting. Managers will complete the evaluation tool, rating performance on each competency using evidence gathered since mid-year evaluation. Federation staff members and manager meet and discuss the self-assessment, ratings, and goals/plan for next year. Employees will sign the evaluation tool to acknowledge receipt.

**Within 10 calendar days of the Year-End Evaluation:** Federation staff members may respond to the formative evaluation with written comments.

An evaluation and its consequences are not subject to the grievance procedures of the Contract.

When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet
the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When there is an egregious performance issue that threatens the safety or wellbeing of others or violates critical laws, policies, or ethical standards, UP can place an individual on paid administrative leave pending an investigation.

When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.

UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit in the calculation of year-end employee evaluations. UP shall calculate year-end employee evaluations in accordance with applicable federal and state laws and municipal ordinances.

Compensation – Federation Staff Members
Every UP Federation staff member earns, at a minimum, his or her hourly rate under the Federation scale.

The Principal reserves the right to provide Federation staff members with stipends above and beyond the base hourly rate they are earning under the Federation scale.

Working Conditions – Federation Staff Members
Above all else, UP believes that the Federation staff members of UP are professionals and deserve working conditions that reflect the professional nature of their jobs. UP believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of Federation staff members are not mutually exclusive. UP is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

Per UP’s draft Memorandum of Understanding with the Federation collective bargaining unit and/or UP’s work with the Massachusetts Department of Elementary and Secondary Education, the provisions in the Federation Contract that address working conditions for Federation staff members shall not apply to Federation members employed at UP. Rather, the 2016-17 working conditions for all Federation members at UP will be specified no later than May 1st each year (for the subsequent academic year). Federation staff members selected to work at UP are voluntarily electing to work at the school by signing the Working Condition Acknowledgement Form (Federation staff members) that describes the anticipated working conditions for the upcoming academic year.

The information that follows represents UP’s vision for the working conditions that will be described in the school’s initial Working Conditions Acknowledgement Form (Federation staff members). This information is subject to change prior to July 1, 2016.

Federation staff members employed at UP will be provided access to a laptop or desktop computer; a personalized email account; and a personalized voice mailbox, as well as other essential items and conditions that the Principal/Director of Operations believe will support their fulfillment of professional responsibilities at the school.

The term of employment will be August 1, 2016, through July 31, 2017, and will include the following:

- Up to 20 days of professional development and planning time, with each day including up to eight hours of professional development and/or staff planning time;
- Up to 185 school days;
- Up to 5 days of professional development and planning days after the school year begins, with each day including up to eight hours of professional development and/or staff planning time; and
- Up to 2 days following the last day of school for students.

UP school leaders will develop the schedule for utilization of all professional development and planning days, both prior to and throughout the academic year.

The standard workday for Federation staff members during a school day will be nine hours. For the majority of Federation staff members, required hours will approximate 7:15am-4:15pm. While some Federation members may be asked to work a different schedule to accommodate school programming, required hours will never exceed 45 hours per week.
All Federation staff members are expected to participate in Professional Development and Collaboration activities and staff meetings on either Wednesday or Friday afternoons, unless otherwise directed by the Principal/ Director of Operations.

During a typical Monday-Friday week, all staff members are expected to perform additional duties that are necessary to fulfill the mission of UP. These duties may include, but are not limited to, the following:

- Coverage of homeroom periods, not exceeding forty (40) minutes per day;
- Coverage of lunch periods, break periods, recess periods, or Literacy block periods, not exceeding ninety (90) minutes per day;
- Coverage of homework club;
- Tutoring;
- Substitute coverage of classes and duties of others who are absent from school;
- Coverage of afterschool activities, not exceeding 120 minutes per week; and
- Coverage of study hall periods, not exceeding 110 minutes per week.

UP believes that, in order to accomplish its mission, all Federation staff members must be school Federation staff members, not simply classroom Federation staff members. Therefore, Federation staff members have some responsibilities for the overall effective working of the school. In addition to traditional responsibilities and those duties listed above, all UP Federation staff members are expected to be involved in a variety of educational and administrative activities that are necessary to fulfill the mission of UP. These activities may include, but are not limited to the following:

- Participation in three parent conference evenings and family orientation evenings during the school year;
- Phone contact with families about the academic progress of students;
- Preparation of individual student ASPIRE Reports, Progress Reports, and Report Cards;
- Leading student extracurricular activities;
- Participating in staff recruitment and selection processes;
- Maintaining a subject-area bulletin board;
- Leading enrichment programming;
- Working regularly with school administrators to improve one’s instructional practices;
- Checking homework on a daily basis;
- Attending student-related meetings; and
- Serving as an advisor to a small cohort of students.

Dispute Resolution
Any Federation employee at UP may use the following process to resolve a dispute:

1. The employee may bring a concern under this agreement to the Principal in writing. The employee should specifically state the concern and the desired resolution.
2. Within 5 days of receipt of the concern, the Principal should meet with the employee to discuss the concern.
3. Within 5 days of the meeting, the Principal should issue a decision to the employee.
4. If the employee is not satisfied with the resolution issued by the Principal, s/he may bring the concern to the Board, in writing, within 10 days of receiving the Principal’s decision. The home or business address of the Board Chair will be provided to all employees for this purpose.
5. The Board will consider the concern at its next scheduled meeting
6. The Board should issue a decision within 5 days of the meeting. This decision will be sent in writing to the employee in question. The decision of the Board is final.

Compliance with Law
UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, teachers and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. The Horace Mann School also agrees to comply with the civil rights policies of the SPS. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to the Termination section, herein.
UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

**Term of Agreement**
The term of this Agreement is the period from the date of execution of this Agreement through June 30, 2021. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Springfield School Committee approve, and the Massachusetts DESE grants.

**Indemnification**
It is expressly understood by and between the parties hereto that UP is a unit of the Springfield Public School Department only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that UP is an entity independent of the Springfield Public School Department and that Springfield Public School Department shall not be liable for the acts or omissions of UP, the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c 71, §89 and regulations promulgated in connection therewith. Further, UP shall indemnify and hold harmless the Springfield Public School Department, its officers, agents or employees for all suits and claims against them or any of them directly resulting from any educational or employment action or decision, any intentional or negligent acts or omissions or wrong-doing of UP, the Board, its officers, agents or employees.

**Termination**
UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of the SPS, and/or that UP is not complying with the requirements of the Compliance with Law section, above, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the Commissioner of Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of UP for any reason. In the event that this Agreement is terminated, SPS agrees to reimburse UP for appropriate UP expenses that it incurred prior to such termination.

**Horace Mann School’s Rights of Appeal**
SPS acknowledges that UP has the right to file an appeal with the Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.09 et seq., if UP determines in its professional judgment that the SPS is not complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. UP agrees that it shall not file any such appeal with the Massachusetts DESE without first giving SPS at least fourteen (14) days written notice of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

**Notices**
All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

In the case of the SPS:

Superintendent  
Springfield Public School Department  
1550 Main Street  
Springfield, MA 01103

In the case of UP:

Chair of Board of Trustees  
UP Academy Charter School of Springfield  
ADDRESS TBD

In the case of the Federation:

President  
Springfield Federation of Paraprofessionals
Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

**Counterparts**
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.

**Severability**
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

**Amendments**
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the SPS, Federation, and UP.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal.

SPRINGFIELD PUBLIC SCHOOLS

By: ___________________________ Date: ____________
Daniel J. Warwick, Superintendent

APPROVED AS TO FORM:

By ___________________________
Corporation Counsel

By: ___________________________ Date: ____________
Name: TBD
Chairperson of the Board of Trustees

By: ___________________________ Date: ____________
Name: President, Federation
Proposed Type B MOU between the Springfield Public Schools and the UP Academy Charter School of Springfield and the Springfield Public Health Nurses, Professional and Health Care Division, United Food and Commercial Workers Union, Local 1459

AGREEMENT by and between the UP Academy Charter School of Springfield (“UP”) (Horace Mann Charter Public School), by and through its Board of Trustees (the “Board”), and the School Committee of the City of Springfield, by and through its Public School Department (the “SPS”) and the Springfield Public Health Nurses, Professional and Health Care Division, United Food and Commercial Workers Union, Local 1459 (“UFCW”). In consideration of the mutual covenants contained herein, UP, UFCW, and SPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and

WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Status of UFCW Employees Who Work at UP

All school UFCW members who elect to work and are selected to work at UP shall maintain their full status as members of the UFCW bargaining unit and as employees of the Springfield Public Schools. Further:

A. UFCW members shall receive, at a minimum, the salary and benefits established in the UFCW Contract (the “Contract”), subject to possible upward adjustments as set forth below.

B. UFCW members shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.

As expressly set forth below, with the exception (A) and (B) above, UP shall be exempt from provisions of the Contract, and all past practices pertaining to the relationship between the Springfield School Committee and UFCW, contained in or related to the following sections of the existing Contract as well as corresponding sections of any future Contract in effect during the term of this Agreement:

- Article 1: Recognition
- Article 2: Check Off
- Article 3: Probationary Period
- Article 4: Union Business
- Article 5: Non-Discrimination
- Article 6: Grievance Procedure
- Article 7: Certification
- Article 8: Seniority
- Article 9: Work Schedule
- Article 10: Overtime
- Article 11: Disability and Emergency Leave
- Article 12: Jury Duty
- Article 13: Workload Distribution
- Article 14: Bereavement Leave
- Article 15: Leave of Absence
- Article 16: Religious Leave
- Article 17: Professional Development
- Article 18: Professional Behavior and Responsibility and Code of Ethics
- Article 19: Group Insurance
- Article 20: Management Rights
- Article 21: Miscellaneous
- Article 22: Safety
- Article 23: Monetary Consideration
- Article 24: Deferred Compensation Plan
- Article 25: Credit Union / Bank
- Article 26: General Conditions
- Article 27: Communication
- Article 28: Existing Conditions of Employment
- Article 29: Interpretations of Agreement
- Article 30: No Individual Agreement
- Article 31: Personnel Files
- Article 32: Pay Procedures and Data
- Article 33: Orientation
- Article 34: Progressive Discipline
- Article 35: Work Environment Committee
- Article 36: Separability
- Article 37: Workers Compensation
- Article 38: Duration
- All Appendices

In place of such provisions, the relationship between UP and UFCW members will be subject to replacement provisions, if described below, or determined by the Board and/or management, if not described below. The Board and/or management shall make such labor-related decisions in order to most effectively achieve the mission of UP while respecting the professionalism of all UFCW members who work at UP.

Please note that some sections below are included for clarity purposes only.

**Selection and Hiring of Staff**
UP has the sole discretion to select the staff for any and all positions at the school. UP may select staff for UFCW positions at the school without regard to seniority within the UFCW or past practices between the Springfield School Committee and the UFCW. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances.

**Management**
UP, through its Board, shall manage its staff independent of the Springfield School Committee.

**Dismissal**
The provisions in the Contract regarding seniority and transfer shall not apply to UP except that UFCW members shall continue to accrue seniority while working at the school. UP may choose to non-renew any UFCW member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff of the Horace Mann School shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances.

**Layoffs and Recall**
UP is exempt from the layoff and recall language in the Contract and any associated practices.

**Processing and Notification Regarding Staff**
The SPS agrees that any and all hiring and dismissals of staff for UP will be processed in a timely manner through the SPS Department of Human Resources. UP shall provide the SPS Department of Human Resources and Department of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.
**Evaluation – UFCW Members**

UP has developed its own UFCW staff member evaluation process and evaluation tool(s) in accordance with applicable laws.

UP is committed to the continued professional development of all employees. To that end, UP has developed a performance evaluation and coaching process based on a defined set of competencies to be used for UFCW staff members. UP’s performance evaluation tools and process aim to:

1. Systematically support all UFCW staff members, regardless of experience and role, in their professional growth;
2. Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
3. Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status

All UFCW staff members will be formally evaluated. A UFCW staff member will receive an Exemplary, Proficient, Needs Improvement, or Unsatisfactory rating for each competency. UP reserves the right to make adjustments to this process if such adjustments are clearly communicated to UFCW staff members.

Proficient is the expected level of performance for most UFCW staff members. UFCW staff members who are new to their roles may perform in the Needs Improvement category in several competencies in the beginning of the year; UFCW staff members in leadership roles will likely perform at the Exemplary level in a few relevant competencies.

Over the course of the year, managers should look for evidence of performance in each of the competencies and provide feedback. Trends and patterns in performance inform mid-year and year-end ratings. An evaluation and its consequences are not subject to the grievance procedures of the Contract.

When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When there is an egregious performance issue that threatens the safety or wellbeing of others or violates critical laws, policies, or ethical standards, UP can place an individual on paid administrative leave pending an investigation.

When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.

UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit in the calculation of year-end employee evaluations. UP shall calculate year-end employee evaluations in accordance with applicable federal and state laws and municipal ordinances.

**Compensation - UFCW Members**

Every UP administrator earns, at a minimum, his or her base salary under the UFCW scale. UFCW members are not compensated incrementally for days or hours worked beyond those defined in the Contract.

The Principal, at his/her discretion, may decide to compensate any UFCW member who works at UP with a base salary above that determined by the UFCW scale.

The Principal reserves the right to provide UFCW staff members with stipends above and beyond the base salary they are earning under the UFCW scale.

**Working Conditions – UFCW Members**

Above all else, UP believes that the UFCW staff members of UP are professionals and deserve working conditions that reflect the professional nature of their jobs. UP believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of UFCW staff members are not
mutually exclusive. UP is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

The provisions in the Contract that address working conditions for UFCW members shall not apply to UFCW members at UP. Rather, the annual working conditions for Union members at UP will be specified no later than May 1st each year (for the subsequent academic year) within a Working Conditions Acknowledgement Form (UFCW Members). Union members selected to work at UP will voluntarily elect to work at the school by signing the Working Conditions Acknowledgement Form (UFCW Members) that describes the anticipated working conditions for the upcoming academic year.

The standard workday for UFCW members during school days will be nine hours. The standard workday for UFCW members during non-school days will be eight hours. The Principal/ Director of Operations has discretion to adjust these hours to meet the needs of the school, but UFCW members’ required hours will rarely exceed 45 hours per week.

The term of employment for UFCW members will be July 1, 2016, through June 30, 2017. In the case that a UFCW member begins work at UP Academy after July 1, that individual’s additional work days will be pro-rated based on his/her start date in relation to the July 1st date. These employees follow the vacation schedule used by SEA employees working within their school. They also receive 2 weeks of vacation time between the end of one academic year and the start of another. Between the last day of school in June and the first day that SEA staff members arrive for Professional Development in August, UFCW members are expected to work a full-time schedule (approximately 45 hours per week). During this time span, UFCW members are entitled to two weeks of unpaid vacation.

**Dispute Resolution**

Any UFCW member working at UP may use the following process to resolve a dispute:

1. The employee may bring a concern under this Agreement to the Principal in writing. The employee should specifically state the concern and the desired resolution.
2. Within 5 days of receipt of the concern, the Principal should meet with the employee to discuss the concern.
3. Within 5 days of the meeting, the Principal should issue a decision to the employee.
4. If the employee is not satisfied with the resolution issued by the Principal, s/he may bring the concern to the Board, in writing, within 10 days of receiving the Principal’s decision. The home or business address of the Board Chair will be provided to all UFCW members for this purpose.
5. The Board will consider the concern at its next scheduled meeting.
6. The Board should issue a decision within 5 days of the meeting. This decision will be sent in writing to the employee in question. The decision of the Board is final.

**Compliance with Law**

UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, UFCW staff members and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. The Horace Mann School also agrees to comply with the civil rights policies of the SPS. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to the Termination section, herein. UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

**Term of Agreement**

The term of this Agreement is the period from the date of execution of this Agreement through June 30, 2016. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS, UFCW, and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Springfield School Committee approve, and the Massachusetts DESE grants.
**Indemnification**
It is expressly understood by and between the parties hereto that UP is a unit of the Springfield Public School Department only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that UP is an entity independent of the Springfield Public School Department and that Springfield Public School Department shall not be liable for the acts or omissions of UP, the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. Further, UP shall indemnify and hold harmless the Springfield Public School Department, its officers, agents or employees for all suits and claims against them or any of them directly resulting from any educational or employment action or decision, any intentional or negligent acts or omissions or wrong-doing of UP, the Board, its officers, agents or employees.

**Termination**
UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of the SPS, and/or that UP is not complying with the requirements of the Compliance with Law section, above, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the Commissioner of Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of UP for any reason. In the event that this Agreement is terminated, SPS agrees to reimburse UP for appropriate UP expenses that it incurred prior to such termination.

**Horace Mann School’s Rights of Appeal**
SPS acknowledges that UP has the right to file an appeal with the Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.09 et seq., if UP determines in its professional judgment that the SPS is not complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. UP agrees that it shall not file any such appeal with the Massachusetts DESE without first giving SPS at least fourteen (14) days written notice of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

**Notices**
All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

In the case of the SPS:

Superintendent  
Springfield Public School Department  
1550 Main Street  
Springfield, MA 01103

In the case of UP:

Chair of Board of Trustees  
UP Academy Charter School of Springfield  
ADDRESS TBD

In the case of UFCW:

President  
Springfield Public Health Nurses, Professional and Health Care Division, United Food and Commercial Workers Union

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

**Counterparts**
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.
Severability
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

Amendments
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the SPS, UFCW, and UP.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal.

SPRINGFIELD PUBLIC SCHOOLS

By: ___________________________ Date: ______________
Daniel J. Warwick, Superintendent

APPROVED AS TO FORM:
By ___________________________
Corporation Counsel

By: ___________________________ Date: ______________
Name: TBD
Chairperson of the Board of Trustees

By: ___________________________ Date: ______________
Name: TBD
President of UFCW
Proposed Type B MOU between the Springfield Public Schools and the UP Academy Charter School of Springfield and the Springfield Association of School Custodian Employees

AGREEMENT by and between the UP Academy Charter School of Springfield (“UP”) (Horace Mann Charter Public School), by and through its Board of Trustees (the “Board”), and the School Committee of the City of Springfield, by and through its Public School Department (the “SPS”) and the Springfield Association of School Custodial Employees (the “S.A.S.C.E.”). In consideration of the mutual covenants contained herein, UP, the S.A.S.C.E., and SPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 et seq.; and

WHEREAS, in 2014, UP intends to request approval from the Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP’s application (the “Application”); and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Status of S.A.S.C.E. Members Who Work at UP

All S.A.S.C.E. members who elect to work and are selected to work at UP shall maintain their full status as members of the S.A.S.C.E. bargaining unit and as employees of the Springfield Public Schools. Further:

A. S.A.S.C.E. members shall receive, at a minimum, the salary and benefits established in the S.A.S.C.E. Contract (the “Contract”), subject to possible upward adjustments as set forth below.

B. S.A.S.C.E. members shall maintain and continue to accrue seniority within SPS in accordance with the terms of the Contract.

As expressly set forth below, with the exception (A) and (B) above, UP shall be exempt from provisions of the Contract, and all past practices pertaining to the relationship between the Springfield School Committee and the S.A.S.C.E., contained in or related to the following sections of the existing Contract as well as corresponding sections of any future Contract in effect during the term of this Agreement:

- Article 1: Recognition
- Article 2: Existing Conditions of Employment
- Article 3: Management Rights
- Article 4: Work Schedule
- Article 5: Overtime Work
- Article 6: Snow Removal
- Article 7: Communications
- Article 8: Summertime Use of Buildings for Educational Purposes
- Article 9: Absences and Temporary Vacancies
- Article 10: Vacancies
- Article 11: Pay for Legal Holidays and Jury Duty
- Article 12: Employees’ Group Insurance Plan
• Article 13: Vacation Policy
• Article 14: Military Leave
• Article 15: Tuberculosis Reports and X-Rays
• Article 16: Leaves of Absence with Pay
• Article 17: Leaves of Absence without Pay
• Article 18: In-Service Training
• Article 19: Supplies and Equipment
• Article 20: Union and Employee Privileges
• Article 21: Policies Affecting Civil Service Employees
• Article 22: Rules and Regulations Governing Operation of Plant Employees
• Article 23: Grievance Procedure
• Article 24: Investigation of Grievances
• Article 25: Safety Precautions
• Article 26: Wages
• Article 27: Deduction of Union Dues
• Article 28: Withholding of Services
• Article 29: Assaults-Procedures
• Article 30: Sick Leave Conversion Upon Retirement or Death
• Article 31: Traffic Duties
• Article 32: Seniority
• Article 33: Incentive Leave
• Article 34: Saving Clause
• Article 35: Labor Management Meetings
• Article 36: Evaluation
• Article 37: Miscellaneous
• Article 38: Duration of Contract
• All Appendices

In place of such provisions, the relationship between UP and S.A.S.C.E. members will be subject to replacement provisions, if described below, or determined by the Board and/or management, if not described below. The Board and/or management shall make such labor-related decisions in order to most effectively achieve the mission of UP while respecting the professionalism of all S.A.S.C.E. members who work at UP.

Please note that some sections below are included for clarity purposes only.

Selection and Hiring of Staff

UP has the sole discretion to select the staff for any and all positions at the school. UP may select staff for S.A.S.C.E. positions at the school without regard to seniority within the S.A.S.C.E. or past practices between the Springfield School Committee and the S.A.S.C.E. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances.

Management

UP, through its Board, shall manage its staff independent of the Springfield School Committee.
Dismissal

The provisions in the Contract regarding seniority and transfer shall not apply to UP except that S.A.S.C.E. members shall continue to accrue seniority while working at the school. UP may choose to non-renew any S.A.S.C.E. member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff of the Horace Mann School shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances.

Layoffs and Recall

UP is exempt from the layoff and recall language in the Contract and any associated practices.

Processing and Notification Regarding Staff

The SPS agrees that any and all hiring and dismissals of staff for UP will be processed in a timely manner through the SPS Department of Human Resources. UP shall provide the SPS Department of Human Resources and Office of Business & Financial Services with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to SPS in a timely manner.

Evaluation – S.A.S.C.E. Members

UP has developed its own S.A.S.C.E. staff member evaluation process and evaluation tool(s) in accordance with applicable laws.

UP is committed to the continued professional development of all employees. To that end, UP has developed a performance evaluation and coaching process based on a defined set of competencies to be used for S.A.S.C.E. staff members. UP’s performance evaluation tools and process aim to:

1. Systematically support all S.A.S.C.E. staff members, regardless of experience and role, in their professional growth;
2. Encourage timely, actionable feedback and open, two-way communication on both employees’ and managers’ performance; and
3. Provide a concrete rationale for promotion, recommendation for dismissal, and other actions related to employment status

All S.A.S.C.E. staff members will be formally evaluated. An S.A.S.C.E. staff member will receive an Exemplary, Proficient, Needs Improvement, or Unsatisfactory rating for each competency. UP reserves the right to make adjustments to this process if such adjustments are clearly communicated to S.A.S.C.E. staff members.

Proficient is the expected level of performance for most S.A.S.C.E. staff members. S.A.S.C.E. staff members who are new to their roles may perform in the Needs Improvement category in several competencies in the beginning of the year; S.A.S.C.E. staff members in leadership roles will likely perform at the Exemplary level in a few relevant competencies.

Over the course of the year, managers should look for evidence of performance in each of the competencies and provide feedback. Trends and patterns in performance inform mid-year and year-end ratings.

An evaluation and its consequences are not subject to the grievance procedures of the Contract.

When considering performance interventions, UP Academy Springfield recognizes that there are two different types of challenges employees may face: they may have difficulty adhering to school policies or they may struggle to meet the expectation described by a competency. A manager should respond to these types of issues differently, clarifying policies or providing coaching and support as appropriate. When there is an egregious performance issue that threatens the safety or wellbeing of others or violates critical laws, policies, or ethical standards, UP can place an individual on paid administrative leave pending an investigation.

When necessary, a manager crafts a Performance Improvement Plan with the following features: 1) Evidence of unsatisfactory performance in an identified competency, 2) 1-2 goals intended to support the employee in addressing the issue, with targeted strategies and accompanying supports, and 3) A timeline of 30-60 calendar days. At the end of the Performance Improvement Plan, the manager will share the performance evidence that was gathered during the plan and re-evaluate performance in this competency.
UP shall not be bound by the practices or procedures established between the Springfield Public Schools and any collective bargaining unit in the calculation of year-end employee evaluations. UP shall calculate year-end employee evaluations in accordance with applicable federal and state laws and municipal ordinances.

**Compensation – S.A.S.C.E. Members**

Every UP S.A.S.C.E. member earns, at a minimum, his or her hourly rate under the S.A.S.C.E. scale.

The Principal reserves the right to provide S.A.S.C.E. staff members with stipends above and beyond the base salary they are earning under the S.A.S.C.E. scale.

**Working Conditions – S.A.S.C.E. Members**

Above all else, UP believes that the S.A.S.C.E. staff members of UP are professionals and deserve working conditions that reflect the professional nature of their jobs. UP believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of S.A.S.C.E. staff members are not mutually exclusive. UP is excited to operate a school with working conditions that attract a highly motivated staff dedicated to the school’s mission.

The provisions in the Contract that address working conditions for S.A.S.C.E. members shall not apply to S.A.S.C.E. members at UP. Rather, the annual working conditions for S.A.S.C.E. members at UP will be specified no later than May 1st each year (for the subsequent academic year) within a Working Conditions Acknowledgement Form (S.A.S.C.E. Members). S.A.S.C.E. members selected to work at UP will voluntarily elect to work at the school by signing the Working Conditions Acknowledgement Form (S.A.S.C.E. Members) that describes the anticipated working conditions for the upcoming academic year.

The standard workday for S.A.S.C.E. members during school days will be nine hours. The standard workday for S.A.S.C.E. members during non-school days will be eight hours. The Principal/ Director of Operations has discretion to adjust these hours to meet the needs of the school, but S.A.S.C.E. members’ required hours will rarely exceed 45 hours per week.

The term of employment for S.A.S.C.E. members will be July 1, 2016, through June 30, 2017. In the case that an S.A.S.C.E. member begins work at UP Academy after July 1, that individual’s additional work days will be pro-rated based on his/ her start date in relation to the July 1st date. These employees follow the vacation schedule used by SEA employees working within their school. They also receive 2 weeks of vacation time between the end of one academic year and the start of another. Between the last day of school in June and the first day that SEA staff members arrive for Professional Development in August, S.A.S.C.E. members are expected to work a full-time schedule (approximately 45 hours per week). During this time span, S.A.S.C.E. members are entitled to two weeks of unpaid vacation.

**Dispute Resolution**

Any S.A.S.C.E. member working at UP may use the following process to resolve a dispute:

1. The employee may bring a concern under this Agreement to the Principal in writing. The employee should specifically state the concern and the desired resolution.
2. Within 5 days of receipt of the concern, the Principal should meet with the employee to discuss the concern.
3. Within 5 days of the meeting, the Principal should issue a decision to the employee.
4. If the employee is not satisfied with the resolution issued by the Principal, s/he may bring the concern to the Board, in writing, within 10 days of receiving the Principal’s decision. The home or business address of the Board Chair will be provided to all S.A.S.C.E. members for this purpose.
5. The Board will consider the concern at its next scheduled meeting
6. The Board should issue a decision within 5 days of the meeting. This decision will be sent in writing to the employee in question. The decision of the Board is final.

**Compliance with Law**

UP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 et seq.; M.G.L. c. 71; those relating to diversity of students, S.A.S.C.E. staff members and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. The Horace Mann School also agrees to comply with the civil rights policies of the SPS. Students who have special needs or are English language learners will be appropriately
identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, UP agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to the Termination section, herein.

UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws.

**Term of Agreement**

The term of this Agreement is the period from the date of execution of this Agreement through June 30, 2021. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of UP’s charter, whichever occurs first, SPS, the S.A.S.C.E., and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Springfield School Committee approve, and the Massachusetts DESE grants.

**Indemnification**

It is expressly understood by and between the parties hereto that UP is a unit of the Springfield Public School Department only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that UP is an entity independent of the Springfield Public School Department and that Springfield Public School Department shall not be liable for the acts or omissions of UP, the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. Further, UP shall indemnify and hold harmless the Springfield Public School Department, its officers, agents or employees for all suits and claims against them or any of them directly resulting from any educational or employment action or decision, any intentional or negligent acts or omissions or wrong-doing of UP, the Board, its officers, agents or employees.

**Termination**

UP acknowledges that the Superintendent is responsible for the education of all SPS students. In the event the Superintendent determines in his/her professional judgment that UP is not serving the best interest of the students of the SPS, and/or that UP is not complying with the requirements of the Compliance with Law section, above, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 et seq., and/or present facts to the Commissioner of Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of UP for any reason. In the event that this Agreement is terminated, SPS agrees to reimburse UP for appropriate UP expenses that it incurred prior to such termination.

**Horace Mann School’s Rights of Appeal**

SPS acknowledges that UP has the right to file an appeal with the Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.09 et seq., if UP determines in its professional judgment that the SPS is not complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. UP agrees that it shall not file any such appeal with the Massachusetts DESE without first giving SPS at least fourteen (14) days written notice of UP’s intent to file such an appeal and the grounds upon which any such appeal would be based.

**Notices**

All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

(A) In the case of the SPS:
   Superintendent
   Springfield Public School Department
   1550 Main Street
   Springfield, MA 01103

(B) In the case of UP:
   Chair of Board of Trustees
   UP Academy Charter School of Springfield
   ADDRESS TBD

(C) In the case of the S.A.S.C.E.:
President
Springfield Association of School Custodian Employees

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

Counterparts
This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.

Severability
If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

Amendments
This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the SPS, the S.A.S.C.E., and UP.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal.

SPRINGFIELD PUBLIC SCHOOLS
By: ___________________ Date: ______________
Daniel J. Warwick, Superintendent

APPROVED AS TO FORM:
By: ___________________
Corporation Counsel

By: ___________________ Date: ______________
Name: TBD
Chairperson of the Board of Trustees

By: ___________________ Date: ______________
Name: TBD
President of the S.A.S.C.E.