

Agreement
Between
The Indianapolis Public Schools
On Behalf of
The Shortridge High School
And
Butler University Collaborative

This agreement (the “Agreement”) sets out the terms and conditions between the Indianapolis Public Schools (IPS) and Butler University (“Butler” or the “University”) to provide a magnet option, laboratory/college school at the site of IPS Shortridge (“The Shortridge High School” or the “School” or “Shortridge”). The purpose of this collaborative project is to develop a grade 9 through grade 12 inquiry based, IB school that (1) effectively offers choice through the magnet option, (2) is a laboratory school for the collaborative teaching and research between Butler and School faculty, and (3) serves as a professional development site for IPS and Butler College of Education Middle-Secondary Program. For purposes of this Agreement, any and all programs, academic or otherwise, housed at the Shortridge site are subject to this agreement. The integration of three models of school design (magnet, laboratory, and professional development) is innovative and offers new possibilities in educational renewal and reform.

I. Administrative Structure of the Shortridge High School

- A. The major curriculum approach providing the foundation for the School will be the International Baccalaureate (IB) Middle Years Program (MYP) and the International Baccalaureate Diploma Program (DP). Within the IB structure, the Understanding by Design (UBD) and inquiry-oriented frameworks will guide the curriculum planning process in the School.
- B. An ongoing and critical component of the partnership will be the equal use of both qualitative and quantitative data to drive the development and implementation of curriculum, instruction, and assessment. Aside from the state mandated standardized testing, all other administered assessments whether they are diagnostic, predictive, formative, and/or summative will be reviewed by the Curriculum and Vision committee to ensure the assessments are aligned to the IB assessments and are appropriate, useful measurement of student growth.
- C. The Principal of the School will be selected jointly according to relevant background and experience by IPS and Butler. The Principal will be hired in accordance with the IPS hiring protocol for Principals and will be an employee of IPS. The Principal of the School must be a person with specialized knowledge and experience in inquiry learning and IB curricula. Once a mutually agreed upon candidate has been identified, the

Superintendent of IPS and the Dean of the Butler University College of Education will appoint the Principal. The Principal will be jointly evaluated by the appropriate administrator within IPS as well as the Dean of the Butler College of Education.

- D. The Master Practitioner will be appointed by Butler in collaboration with the Principal according to relevant background and experience and will be an employee of both IPS and Butler University College of Education. The Master Practitioner position will serve only at the Shortridge High School within IPS. The Master Practitioner will be evaluated by the appropriate administrator within the Butler College of Education and the Principal. The Master Practitioner must be a person with specialized knowledge, experience, and understanding of the Butler University College of Education vision as well as the goals of the Shortridge High School. The Master Practitioner would serve as a co-teacher with Lab School teachers and Butler University students, would hold a position on the Vision Steering Committee, IB School Leadership Team, and the external Advisory Committee mandated by IPS, and would coordinate and communicate curriculum innovation and professional development opportunities.
- E. Initial staffing decisions for the Shortridge High School will be made by the Principal and a Butler University College of Education representative jointly in collaboration with an interview committee. All teachers must have already received IB training or must be willing to begin immediate pursuit of specified IB training as a condition of employment at the Shortridge High School. All subsequent staffing decisions after year one will be made by the Principal in consultation with the interview committee made up of members from both the Butler College of Education and Shortridge High School.
- F. School Teachers will be employees of IPS. IPS will be responsible for all School Teacher Evaluations. While a degree from Butler's College of Education will not be a required condition of employment, additional consideration will be given to qualified Butler degree candidates. Further, additional consideration will be given to Butler undergraduate teaching candidates for the purposes of hiring tutors, coaches and sponsors of extracurricular and co-curricular opportunities at Shortridge High School. Butler will offer Shortridge High School teachers graduate coursework toward their professional development at a 50% reduced tuition rate.
- G. A Vision Steering Committee will be co-chaired by the Principal and a Representative of the Butler University College of Education. It will meet and report to constituencies regularly. The Vision Steering Committee will function as a conduit for external and internal agencies to propose curricular, co-curricular, and extra-curricular innovations. The co-chairs, the Master Practitioner, the MYP and DP Coordinators or member of the IB Senior Leadership Team, will form the minimum membership of committee, the

scope of responsibilities of which will include, but not be limited to, the following: 1) evaluating proposals related to the Shortridge High School and determining whether the proposal aligns with the vision of the School and whether the proposal can be enacted with collaborative professional development strategies and options in the existing frameworks; 2) developing ongoing research projects to inform innovative best practices in the School and in the teacher education program; and 3) developing plans for and offering professional development opportunities both within and outside the District. The professional development for teachers should, whenever possible, be delivered by experts in the Butler University College of Education and any other department at Butler. Other members may be added to the Vision Steering Committee as agreed to by the participating members.

- H. The external Advisory Committee mandated by IPS for magnet schools will be chaired by the Dean of the Butler College of Education or by the Dean's appointment. The function of the Advisory Committee is different from the Vision Steering Committee in that it seeks ideas and input from community stakeholders not necessarily directly connected to education. The membership of the Advisory Committee will include the Principal, the Master Practitioner, and other members by invitation from the Chair. The external Advisory Committee will meet bi-annually and would send any resulting proposals to the Vision Steering Committee.
- I. The College of Education will have dedicated classroom space within the School to conduct teacher education courses and provide on-site Professional Development.
- J. Children of Butler employees, both faculty and staff, may attend the School.

II. Operation of The Shortridge High School

- A. Recruitment: IPS will advertise the School and its program as one of IPS's current magnet school options. Students will be eligible to apply and participate in the selection process for Butler's Early College program. Butler, through its Office of Admission will extend special consideration for applications to graduates of Shortridge High School. Butler University will work to review which BU courses align for newly admitted students who earned the IB Diploma.
- B. Butler, through its Office of Human Resources and other internal Butler communications, will inform Butler employees that their children may elect to attend the School.
- C. Butler will share facilities and access to campus resources including on-campus access to library and databases, the Diversity Lecture Series, Butler events, and Visiting Writers Series. Shortridge High School will share their facilities including

but not limited to physical space and through their connection with IB Americas will partner with Butler to host world student events, Indiana IB Conference, IB world conferences, and Category 2 and 3 training for IB teachers.

III. Miscellaneous provisions

A. Indemnification

1. Butler shall defend, indemnify, and hold harmless IPS (including its officers, directors, trustees, employees, and agents) against any and all third party claims, expenses (including, but not limited to, reasonable attorney fees), and liabilities arising from, or due to, a negligent act or omission of Butler related to its obligations hereunder, or Butler's breach of any of Butler's obligation, representations, or warranties set forth in this Agreement (the "Butler Indemnified Claims").
2. IPS shall defend, indemnify, and hold harmless Butler (including its officers, directors, trustees, employees, and agents) against any and all third party claims, expenses (including, but not limited to, reasonable attorney fees), and liabilities arising from, or due to, a negligent act or omission of IPS related to its obligations hereunder, or IPS's breach of any of IPS's obligation, representations, or warranties set forth in this Agreement (the "IPS Indemnified Claims").
3. Paragraphs A1 and A2 above will survive the termination of this Agreement.

B. Insurance

1. IPS will carry liability insurance covering the IPS Indemnified Claims and will provide a certificate of insurance evidencing the same and naming Butler as an additional insured under the policy.
2. Butler will carry liability insurance covering the IPS Indemnified Claims and will provide a certificate of insurance evidencing the same and naming IPS as an additional insured under the policy.
3. Butler and IPS staff, students, and faculty will carefully adhere to and implement the criminal history background check procedure established by IPS. Butler students will complete a full background check through the school district prior to the first field experience in an IPS School and that the background check would be honored by IPS for four years, or until the student graduates.
4. Paragraphs B1 and B2 above will survive the termination of this Agreement.

C. Terms of Agreement

1. This Agreement shall be effective May 1, 2015 through June 30, 2020, unless earlier terminated as specified below in Subparagraph III(D).

2. The parties may modify this Agreement solely by an amendment signed by the Superintendent of IPS and by the President of Butler, making specific reference to the terms of this Agreement to be amended.

D. Termination

1. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Upon termination, except as provided in Paragraphs I, D; III, A1, A2, and A3; III B1, B2, and B4, and Paragraph III D, each party shall be relieved of all responsibilities to the other under this Agreement.
2. It is the intent of Butler and IPS that, if this Agreement is terminated under this Subparagraph III D, children of Butler employees will have the option, if the School remains open and space so permits, to remain enrolled in the School through the completion of grade 12.

E. Other

1. In the event that any provision of this Agreement shall become void due to operation of law, the remaining provisions shall remain effective.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
3. Nothing in the Agreement is intended nor shall it be deemed to confer any rights on any third party.

This Agreement is entered into on the _____ day of _____ 2015, by:

Lewis Ferebee, Superintendent,
Indianapolis Public Schools

James Danko, President
Butler University