

**Agreement
Between The Ball Foundation and the Rowland Unified School District**

Section 1 – Terms of Agreement

This Agreement is entered into by The Ball Foundation (hereinafter Ball) and Rowland Unified School District (hereinafter District), and upon execution shall be in effect beginning on September 12, 2008, for a one-year term ending on June 30, 2009. The Agreement shall be reviewed annually, and shall be automatically renewed for an additional one-year term, for up to two additional one-year terms through June 30, 2011, unless written notice of intent not to renew is given by either of the Parties at least 90 days prior to the expiration of the then current term. In the years following execution of this Agreement, renewed Agreements shall begin on July 1 and run through June 30 of the following year. By mutual agreement, the Parties may renew the Agreement for the 2011-2012 school year. In all events, the Agreement shall terminate as of June 30, 2012.

Section 2 -- Purpose

The District and Ball (hereinafter the Parties) agree that they will collaborate to increase student academic achievement in literacy. The Parties each agree to make a good faith effort to fulfill the purpose of this collaboration and to attain its stated goals, but neither Party shall be held unilaterally responsible for goal attainment.

Section 3 – Grounding Principles.

The Parties agree to implement organizational learning and change strategies driven by a set of design principles that enable the whole District to come together and build on its assets toward achieving the purpose of the mutual work as stated in Section 2.

The Parties believe that learning is the pathway to change. They commit to connecting the stakeholders of the District to each other and to the information generated in their mutual work in order to ensure a culture in which the instructional, leadership, and organizational practices of the District change in fundamental ways in and across all levels of the system.

Ball will incorporate, teach and model a set of seven interconnected design principles as it co-creates organizational learning practices with the District. Ball’s design principles are as follows:

Design Principles for Organizational Learning and Change

Design Principles	Implications for Working with Partners
<i>Build shared purpose</i>	Bring people together to discover what they really care about, to determine their highest aspirations for students, and invite them into something larger than themselves
<i>Create adaptive solutions</i>	Co-create with partners ways to acquire, share and use information that generate new relationships and connections to solve problems
<i>Use inquiry to guide practice</i>	Bring people together in dialogue, in learning and reflection where they ask questions that matter, seek relevant information and data, and plan and implement actions with ongoing feedback
<i>Build on assets</i>	Identify and build on strengths, values, traditions, practices and accomplishments
<i>Access the capacity of stakeholders</i>	Engage staff, students, parents and community members in learning about the district, sharing what is important and making choices about what is best for the school district
<i>Work in systemic ways</i>	Engage people in ways that help them gain access to each other and to information and see interconnections among grade levels, subject areas, schools, families, neighborhoods, processes and relationships
<i>Attend to content and process</i>	Create learning processes that make meaning and find connections among ideas, people and situations

Section 4 -- Scope of Work

Section 4.1 – Work Plans

The Parties agree to develop a specific one-year plan for each school year during which this collaborative work occurs. The Parties further agree to connect each yearly plan to a more general three-year work plan, which will be included below for the period of time beginning on September 12, 2008, and ending on June 30, 2011. The one

year plan for the next year will be adopted, and the three-year plan will be updated, annually and concurrently with renewal of the Agreement.

Section 4.2 – For period from September 12, 2008 through June 30, 2011

The long-term goal of the work defined in this Agreement is for the District to build its capacity, with support from Ball, in order to implement transformative and innovative instructional, leadership, and organizational practices system wide that result in high levels of literacy for all students. The Parties agree that in order to accomplish this goal, their mutual work must incorporate implementation of the District's new Strategic Plan.

During the time period covered by this Agreement, Ball will support the District as it learns to use strategies and tools of high quality literacy instruction on a system wide basis. Additionally, Ball will support the District's development and use of continuous and ongoing rigorous inquiry and reflection so that a major part of capacity building includes knowing why and under what conditions the tools and strategies are used most effectively. The Parties believe that this type of knowledge, informed by knowing what to do, why to do it, and when to do it or not do it, will transfer in powerful ways to all aspects of District operation.

Over the life of the mutual work of the Parties, major cornerstones of practice and adult learning will emerge. The Parties believe that every action step outlined in the yearly plans in this Agreement should reflect the presence of one or more of these cornerstones of the work. The list includes:

- Engagement of every staff member of the District as a learner of best practice.
- Building common understanding, vocabulary, and agreements about what literacy is, about what great literacy practice is, and about how all staff and stakeholders can work together to ensure great literacy instruction for all students.
- Using inquiry to develop common understanding and agreements about how individual and collective practices lead to improved student learning.
- Creation of networks of learners based upon the energy and learning needs of the practitioners as they identify their learning agendas. (Ball's term for these networks when fully developed is Communities of Practice.)
- Creation of networks to bridge the dissonance between knowledge and practice.
- Ensuring rich and diverse professional learning opportunities for all staff.
- Use of a social architecture in the District framed on peer-to-peer inquiry, research, ongoing reflection about practice, hard conversations, acting on commonly shared principles, and the de-isolation of practice replaced by acting on shared goals and shared commitments.
- Creation of a leaderful environment where each individual holds himself/herself accountable for his/her own learning and the learning of all peers and students.
- The engagement of parents as full partners in the learning journey of their students.
- Increased awareness and understanding of the District as a complex system, and development of understanding for creating conditions in that system that make emergence more likely.
- Development and implementation of feedback loops for all staff to use in information-rich environments.

Section 4.3 – For period from September 12, 2008 through June 30, 2009

What Is the Work?

During the 2008-2009 school year the Parties will:

- Begin to build the capacity of District staff and other stakeholders to fully implement the Rowland Literacy Initiative.
- Begin to build the capacity of District staff and other stakeholders to fully implement the District's Strategic Plan adopted in July 2008.

- Connect the work of the Rowland Literacy Initiative and the Strategic Plan in a coherent way so that together these two major bodies of work begin to become the “way the District” fulfills its mission.

How Will the Parties Do This Work?

- The District, with Ball’s support, will invite every staff member to participate in the work of the Literacy Initiative and implementation of the Strategic Plan, at any of three levels of engagement.
 - **Information and knowledge exchange level** in which staff will be asked to maintain awareness of the work in these two major areas, support their colleagues in the work by attending to communication about the work, and by providing feedback as the work proceeds
 - **Network engagement level** in which staff will serve as members of one or more learning networks with the goal of developing some of these networks into Communities of Practice
 - **Leaderful level** in which staff will serve as a member of at least one learning network and also serve as a member of the Leadership Team (see Section 6.1) in order to assure coherence among all networks and levels of engagement
- The District, with Ball’s support, will create at least three learning networks that hold the potential to develop into Communities of Practice. Initial networks will include:
 - A network composed of members of the District Leadership Team that will generate knowledge about best organizational and leadership practices that can be implemented across the district.
 - A network of teachers and administrative staff that will generate knowledge about best practices in literacy instruction that can be implemented across the district. This network will inform its earliest work with the baseline asset assessment and information generated in district-wide literacy conversations that occurred in the spring of 2008 as part of the engagement work of the Parties.
 - A network of district stakeholders that will begin implementation of Strategy 2, Action Step 1 of the Strategic Plan (identify teaching principles that will guide all teaching and learning).
- Learning networks will be designed and supported so that participants will ask and answer four questions with one another:
 - What are we doing? (shared understanding of goals and outcomes)
 - How are we doing it? (understanding of and deepening expertise around shared practices)
 - How will we know we are doing it? (understanding of and deepening expertise around ways to gather evidence for decision-making, including artifacts of student learning)
 - Who else need to be in the conversation? (understanding and honoring the wisdom that resides in the system)
- The learning opportunities for these networks will be based upon recognition and support of the belief that the District already possesses collective wisdom and expertise. The learning opportunities, all intended to positively impact the use of best practices by all District staff, may include but not be limited to those in the list below. Capacity will be built to engage effectively in the specific learning opportunities used by these networks:
 - Professional development conducted through peer-to-peer engagement
 - Professional development led by Ball staff
 - Professional development led by externally contracted individuals or groups
 - Teaching demonstrations and model lesson presentations
 - Coaching of new applications of learning related to the use of new instructional, leadership, or organizational practices
 - Classroom walkthroughs and observations
 - Visits to exemplars outside the District
 - Attendance at conferences and seminars related to these initiatives
 - Participation in the Ball Partnership Learning Network
 - Creation of book and study groups
 - Application of action research in classrooms and schools
 - Rigorous inquiry and reflection by participants

- The Superintendent will empanel two task forces to complete the Action Steps for Strategy 4 (provide all students with an array of learning experiences in a global context) and Strategy 7 (ensure that the district has a reciprocal relationship with the community) of the Strategic Plan. Ball will support the work of these task forces in a manner similar to its support of the work of other Action Teams.
- The District, with the help of Ball and using Ball's operating principles outlined in Section 3, will develop a set of operating principles that can serve as the basis for all work of the District.
- The District and Ball will routinely solicit the feedback of all District staff regarding their mutual work, including those who choose to engage at the information exchange level.
- The District, with Ball's support, will create dynamic, interactive communications platforms in order to provide frequent, relevant information to all staff and stakeholders regarding the progress of the Strategic Plan and the Literacy Initiative.
- The Parties will develop a work calendar and set of action steps for approval by the Leadership Team and for distribution to all stakeholders.

How Will the Parties Know the Impact of This Work?

As noted in Section 11, the Parties commit to ongoing evaluation of their mutual work. The Leadership Team will be responsible for the development and implementation of yearly evaluation, the results of which will be communicated to all stakeholders. Using a variety of data collection and data interpretation methods, Ball and the District will conduct formal and rigorous inquiry into questions such as:

- What are the numbers and job assignments of District staff participating at each of the three levels of engagement? What trends are present regarding the number of people "joining in" or "dropping out?"
- How have shared agreements among District staff and stakeholders regarding literacy changed in the past year? What evidence exists to support these findings?
- What new practices do staff identify that they are now using that were learned or supported in the mutual work of Ball and the District?
- How does staff determine the effectiveness of their practices? How has their capacity to gather evidence, including artifacts of student learning, that improves their practices increased?
- How many networks exist now that did not exist at the start of the year related to the District's Literacy Initiative?
- Are any Communities of Practice emerging from these networks? How and why?
- What is the evidence that these networks are contributing to the conditions for learning in the District? What changes in practice are evident as a result of the work of these networks? What changes in student learning are seen as a result of changed practices? How is all this evidence documented, shared, and used for decision-making?
- To what degree is Ball supporting the work of the networks, and how has District staff become increasingly responsible for leading these networks?
- What is the implementation status of the District's Strategic Plan as determined by the priorities set by the Superintendent and approved by the Board of Education?
- What is the status of the two strategies that were to be re-worked by the task forces appointed by the Superintendent?
- Does the District have a set of operating principles that are communicated to and understood by all staff and other stakeholders? How are these principles impacting the work of the Parties?
- Are communication platforms and feedback loops working to inform all District staff and other stakeholders about the Literacy Initiative and the Strategic Plan? What are the themes of the feedback? How will the Parties act on that feedback?

Section 5 – Budget and Funding

Section 5.1 – Budget

The Parties agree to prepare and utilize an annual budget (hereinafter Budget) for the work covered by this Agreement. The Budget for the period September 12, 2008 through June 30, 2009 is included as Appendix 1 to this Agreement. The Budget shall include the cost allocations for each Party, both in terms of the actual expenditure of dollars and the investment of in-kind contributions to their collaboration. In-kind contributions shall include the costs of the staff which each Party commits to their collaboration. The annual Budget for each successive year shall be approved as a part of the annual review and renewal of the Agreement. The Parties may mutually agree to modifications in an annual Budget, such modifications to be approved in writing and appended to this Agreement.

Section 5.2 – Distribution of Funds

Ball shall make four quarterly payments to the District as a means of providing funds approved and committed in the Budget. The first three payments shall be in the amount of one-fourth of the total annual amount approved for distribution by Ball to the District, and payment shall be made on September 15, January 15, and April 15 of each school year. The fourth quarterly payment shall be made on June 15 and shall be for the balance of the amount approved for distribution by Ball to the District for the school year, provided that the sum of the four payments by Ball shall not exceed the actual expenditures made or committed to date when justified to the approved Budget for that school year.

Section 6 – Management of the Collaborative Work

The Parties agree to empanel a Leadership Team to establish and guide the strategic direction of their collaborative effort, to construct and review the Budget, to communicate with all stakeholders about their collaboration, and to act as the decision-making body of the Parties mutual work. The Leadership Team will approve an annual evaluation plan, receive reports on the information contained in that evaluation, and communicate the findings of the evaluation to all stakeholders.

Section 6.1 – District Representation

District representatives of the Leadership Team will be drawn from those who engage in the work at the Leaderful Level as described in Section 4.3.

Section 6.2 – Ball Foundation Representation

Ball shall name a minimum of three of its staff to serve as members of the leadership team. Other Ball staff members shall support the work of the leadership team depending on the nature and scope of the work.

Section 6.3 – Design and Project Teams

The Parties will utilize design teams and project teams to plan and implement their mutual work. The leadership team will develop a set of principles for the operation of design and project teams and ensure that all such teams receive appropriate training in the use of those principles.

Section 7 – Evaluation

The Parties agree to conduct ongoing formative evaluation of their work during the term of this Agreement. The formative evaluation of that work shall relate directly to the Scope of Work identified in this Agreement. The areas of focus of the evaluation and the implementation of the evaluation plan shall be approved by the leadership team and communicated in a timely manner to all stakeholders in the evaluation process. The annual evaluation will include all student performance data of Rowland students in language arts and reading that are commonly utilized by the District.

Once an evaluation baseline has been established, the Parties shall add a summative evaluation component that will be used to further inform the collaborative work, as well as the fields of research and learning related to the collaborative work.

The evaluation of the collaborative work of the Parties shall not be used to replace or supplant the formal personnel evaluations of District staff.

Results of the evaluation shall be reported on an annual basis to the Board of Education of the District and to the Board of Directors of Ball.

Section 8 – Staff

Ball shall allocate, assign, and make available staff which Ball deems necessary to implement the terms of the Agreement. The cost of services provided by Ball staff to the District shall be included in the Budget, but those services shall be provided by Ball without cost to the District.

The District shall allocate, assign, and make available staff which the District deems necessary to implement the terms of the Agreement. Ball may agree to reimburse some District personnel costs such as substitute teacher pay, salaries, teacher overtime pay, and stipends for specific collaborative work responsibilities. Unless otherwise specified in the Budget, the District shall pay all normal salary costs of its employees.

The Parties agree to support the position of Internal Partnership Liaison and staff said position with a current District employee who is released to fulfill the duties of the position. Ball will reimburse the District for the salary and benefit cost of the person filling this position. The individual filling this position will be required to travel outside the District to attend regular meetings of the Education Initiatives Team of Ball and other learning activities sponsored by Ball, at Ball's expenses. The job description for this position appears as Appendix 2 to this Agreement.

Section 9 – Ownership and Use of Materials

In implementing this collaboration Ball shall employ proprietary methodology (such as the Ball Approach) and shall make available to the District materials that Ball has copyrighted. Ball shall retain ownership of its proprietary methodology and its copyrighted material but give the District the right to use these methods and materials in all of its schools and programs during the time period covered by this Agreement. At its option, Ball may extend the right for the District to use Ball materials beyond the ending date of this Agreement. The District agrees that it will not distribute Ball's materials or proprietary methodology outside of its schools and programs without the written consent of Ball.

In implementing this collaborative work, the District may make available to Ball materials that the District has copyrighted. The District shall retain ownership of its copyrighted material that is used in the planning and/or implementation of this Agreement. Ball agrees that it will not distribute the District's copyrighted materials without the written consent of the District.

During the term of this Agreement it is both possible and desirable that the Parties may co-develop professional development materials, methods, descriptions of their mutual work, audio and video records of the work, and evaluation reports that will be shared within and outside both organizations. The Parties agree to share ownership and copyright of the materials, methods, and reports of their mutual work when such products are co-designed and co-created by the Parties.

Each Party also retains the right to create and distribute materials, methods, and records of its work that it produces independently during the term of this Agreement. Each Party shall retain the sole proprietary rights and copyrights for the products and intellectual property that it produces independent of the other Party during the term of this Agreement. Each Party shall be responsible for marking its copyrighted materials, and the Parties shall mutually be responsible for marking those materials generated during the terms of this Agreement to which they agree to share copyrights.

Section 10 – Confidentiality

Section 10.1 – Student Information

Ball covenants to maintain the confidentiality of all information relating to students in the District, as required under the Family Education Rights and Privacy Act.

Section 10.2 – Personnel Information

The Parties agree to maintain the confidentiality of all information relating to personnel that may be included in reports, articles, broadcast, or recorded materials unless written permission is granted by such person or persons.

Section 10.3 – Written, Broadcast, or Recorded Materials

The Parties agree to maintain confidentiality of all written, broadcast, or recorded materials that are shared or produced as a part of this collaboration unless written agreements to do otherwise have been executed prior to the distribution or dissemination of such materials.

Section 11 – Other External Parties

Section 11.1 – District Initiatives

The Parties agree that the scope of their work in this collaborative effort may interface with other District initiatives that involve external parties such as other foundations, university faculty, consultants, and representatives of state and regional agencies. To the greatest extent possible the District shall inform Ball of these initiatives. To the

greatest extent possible Ball shall inform these external parties of this collaborative work and interface initiatives where feasible.

Section 11.2 – Collaborative Work Consultants

The Parties may mutually agree to engage consultants to support this collaborative work. When doing so, the Parties shall determine before interviewing consultants the budgetary responsibilities that each Party shall have when the consultant(s) are contracted. The interview and selection of consultants to support the work plan outlined in this Agreement shall be subject to the approval of the Superintendent of Schools for the District and by the Director of Education Initiatives for Ball.

Section 11.3 – Ball Consultants

Ball may engage consultants to support the work of this collaboration. Ball shall inform the District when it will engage consultants in this manner, and Ball shall not engage consultant(s) to whom the District objects.

Section 12 – Non- Discrimination

The Parties warrant that they will comply with all federal, state, and local laws prohibiting discrimination on the basis of disability, race, creed, age, color, gender, national origin, religion, or ancestry, and shall hire in a non-discriminatory manner.

Section 13 – Working with Other Ball Partners

Ball may include the District in network meetings and site visits with other schools and districts with which Ball has a working relationship.

Section 14 – Termination of Agreement

This Agreement may be terminated by either Party upon 90 days written notice to the other Party. Upon receipt of said notice the Parties shall meet to establish a written exit procedure. No new financial commitments shall be made after notice of termination is given, and all work which can be concluded within 90 days shall be concluded within that time period. If a notice is given at least 90 days prior to the end of the then current one-year term of the Agreement the terms of the exit agreement shall in all events be fulfilled by the ending date of the then current one-year term of the Agreement. If said written notice is given with fewer than 90 days remaining prior to the end of the then current one-year term of the Agreement, the terms of the exit agreement shall be fulfilled by no later than 90 days from the date written notice of termination is given.

In the event Ball elects to terminate the Agreement, Ball shall, to the extent of its commitment in the Budget, make the District whole on all financial commitments made by the District for which there are no available means of relief for the District.

Section 15 – Notice

All notices required or permitted under this Agreement shall be in writing and shall be sent via certified mail to the addresses listed below.

FOR THE DISTRICT

**Name: Dr. Maria Ott
Superintendent of Schools
Rowland Unified School District
1830 S. Nogales Street
Rowland Heights, CA 91748**

FOR BALL

**Name: Dr. Robert Hill
Director of Education Initiatives
The Ball Foundation
800 Roosevelt Road, Suite E-200
Glen Ellyn, IL 60137**

Section 16 – Agreement Execution

This Agreement is entered into and approved by:

On Behalf of the District

On Behalf of Ball

Its Superintendent of Schools

Its Director of Education Initiatives

Date

Date