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**PARTNERSHIPS FOR AMERICA'S YOUTH**

**YEAR OF PLANNING SERVICE AGREEMENT**

The National Academy Foundation (NAF) facilitates partnerships between business leaders and educators that have been transforming students' lives for more than 20 years. NAF's small public school-based "learning communities" empower high school students to successfully go on to higher education and professions of their choosing. Because advanced planning and engagement of all members of the Academy team—from teachers, to administrators, to business partners—is essential to a successful Academy launch, new programs undergo a structured Year of Planning (YOP) process.

The YOP enables a school interested in starting a NAF Academy to begin the start-up process with assistance from NAF prior to enrolling students. Schools applying for this designation agree to take part in a self-assessment process aimed at developing a yearlong plan for program development. Upon acceptance as a YOP site, the school will be entitled to NAF technical assistance, staff development activities, and use of Academy curriculum and other benefits associated with NAF network membership.

NAF understands that for most schools, planning is a luxury. Thus, it is our intention through the YOP process to make planning a requirement, giving schools and districts ample opportunity to create the appropriate environment for planning to take place. During YOP, schools and districts follow a process that will allow them to align and integrate resources and programs to serve both the Academy implementation and broader school improvement. The YOP process commences approximately 17 months before the Academy launch, and culminates with commencement activities at the Annual Institute for Staff Development.

This AGREEMENT sets forth the roles and responsibilities of the National Academy Foundation ("NAF") to **The School Board of Palm Beach County, Florida** (the "SCHOOL BOARD") the body corporate governing the Palm Beach County School District and the roles and responsibilities of the SCHOOL BOARD to NAF, in connection with the NAF Academies operating at **Olympic Heights Community High School** (sometimes referred to herein as the "Academy program") to be established by the SCHOOL BOARD.

## Terms of the Agreement

In support of the effective development of a career-themed small learning community in the form of a NAF Academy, NAF and the SCHOOL BOARD agree to the following:

### I. To support this effort, NAF provides:

- A. NAF Academy Planning Guide
- B. NAF Academy Development Model
- C. NAF Year of Planning Storybook
- D. YOP Self-Assessment procedure and tools
- E. Planning team assessments and performance coaching
- F. Two YOP Summer Work Sessions/Annual Institutes for Staff Development
- G. Three local Academy Development Visits throughout the year to the SCHOOL DISTRICT
- H. NAF Curriculum Online Access
- I. Access to NAF.org website through a secure, password protected ID
- J. Access to the NAF online Data Center, as appropriate
- K. Tools to complete the development of an Academy YOP Portfolio, including:
  - i. Communication tool templates (Brochures, PowerPoint)
  - ii. Parent Involvement Options Template
  - iii. Curriculum Mapping Tools
  - iv. Partner Involvement Plan Template
  - v. Template for Partner Invitation and Options Letter

### II. SCHOOL & SCHOOL DISTRICT ROLES. School Districts and schools play important roles in the development and implementation of academies. To support this effort it is expected that Olympic Heights Community High School and the SCHOOL BOARD will:

- A. Pay a **one-time, non-refundable** YOP Services fee of \$6,000.00 to NAF
- B. Provide resources and support to send YOP planning team members to required YOP Summer Work Sessions/Annual Institutes for Staff Development in July 2006 & 2007 based on selected sponsorship options outlined in Section III
- C. Complete the YOP Self-Assessment Profile
- D. Provide planning time and resources for teacher collaboration on developing an interdisciplinary, project based program of study, in accordance with NAF, district, and state standards

- E. Provide time and space for minimum of bi-weekly Academy planning team meetings
- F. Provide release time and space for minimum of three local Academy Development Visits with Academy planning team members including school principal
- G. Provide time and access for the YOP planning team to resources in developing schedules for the Academy student cohort
- H. Establish and maintain a working relationship with partners from the business community, as well as university experts in related Academy theme areas
- I. Establish, manage, and administer a supportive budget that meets the needs of the Academy Planning Team
- J. Seek opportunities to secure outside funding and oversee development of grant letters and proposals
- K. Complete the YOP Design Portfolio, which will include a representation of the work done throughout YOP. This may include meeting notes, training agendas, student work, and Communications tools such as PowerPoint® slides and brochures

### **III. YOP Attendance at NAF Annual Institutes for Staff Development:**

- A. NAF will conduct a Year of Planning Work Session at both the 2006 and 2007 Annual Institutes for Staff Development. YOP sites will be required to attend scheduled sessions as a condition of continued good standing in the Year of Planning cohort. NAF will provide sponsorship, based on the options delineated in Section III.B., for as few as zero (0) and as many as four (4) designated teachers ("NAF-sponsored Institute attendee") to and at the Annual Institute for Staff Development in 2006 and 2007, inclusive of air travel, one half lodging costs per person (no cost if rooms are shared with other NAF sponsored Institute attendee) and Institute registration fees.
- B. The SCHOOL BOARD will chose one method for covering the costs associated with required YOP team attendance at the 2006 and 2007 NAF Annual Institutes for Staff Development, from among three (3) options, each with varying degrees of NAF and SCHOOL BOARD financial responsibility.
  - Option 1-** The SCHOOL BOARD will pay NAF, in addition to the standard YOP Services Fee, the sum of thirteen thousand and eight hundred dollars (\$13,800) to cover the total cost of four (4) designated teachers ("NAF-sponsored Institute attendee") to and at the Annual Institute for Staff Development in 2006 and 2007, inclusive of air travel, one half lodging costs per person (no cost if rooms are shared with other NAF sponsored Institute attendee) and Institute registration fees.
  - Option 2-** The SCHOOL BOARD will pay NAF, in addition to the standard YOP Services Fee, the sum of six thousand dollars (\$6,000) to cover the total cost of two (2) designated teachers ("NAF-sponsored Institute

attendee") to and at the Annual Institute for Staff Development in 2006 and 2007, inclusive of air travel, one half lodging costs per person (no cost if rooms are shared with other NAF sponsored Institute attendee) and Institute registration fees.

- **Option 3-** The SCHOOL BOARD will pay NAF, in addition to the standard YOP Services Fee, no additional fees to cover the total cost of designated teachers ("NON-sponsored Institute attendee") to and at the Annual Institute for Staff Development in 2006 and 2007, inclusive of air travel, lodging and Institute registration fees. All costs associated with **sending required YOP Academy planning team members (minimum of two)** is provided by the district or other local funding. Estimated cost is \$6,000.

#### **IV. Public Relations, Marketing and Materials Usage**

##### **A. Logos.**

Use the NAF and respective Academy service marks and logos, including the color scheme thereof, and the tag lines, "A NAF Member Program," and "Partnerships for America's Youth" in such manner as NAF may establish from time to time through its Marketing Tool Kit (accessed at [www.naf.org](http://www.naf.org)). These logos and colors must be used on all NAF/Academy materials and in all marketing, promotional, and other materials which in any way make reference to an Academy and/or NAF, created or distributed by the SCHOOL BOARD, and/or its employees or representatives, and to comply in all respects with Section IV.C. of this Agreement regarding the use of NAF materials. Failure to comply with the provisions with this paragraph may lead to NAF's exercising its right to terminate this Agreement.

##### **B. Press Releases.**

- 1) All local academy related press releases must include NAF's official boilerplate which follows:

"NAF Academies serve over 47,000 students through more than 500 career-themed, college preparatory Academies in 40 states and the District of Columbia. Through the unique NAF model involving public-private partnerships and real life learning experiences, NAF Academies foster students' motivation to learn, better preparing them for post-secondary education and successful futures in their chosen professions. The graduation rate of more than 90 percent in NAF academies - well above the national average of 67 percent and far above the 50 percent average in urban areas - is proof positive that the NAF model works. In addition, more than 80 percent of NAF graduates go on to college."

- 2) NAF also requires that any Academy press release or news alert be sent to NAF. These materials should be sent to: [development@naf.org](mailto:development@naf.org).

- 3) All Academies are also encouraged to submit local success stories to NAF that they feel would be of national or regional interest. If appropriate, these will be included in NAF's public relations efforts.
- 4) These marketing guidelines (including logo usage and press release boilerplate) are subject to revision. If any changes are made to these guidelines, all directors in the network will be notified via e-mail.

### **C. Use And Ownership Of Materials**

- 1) All materials provided by NAF to the SCHOOL BOARD (the "NAF/Academy Materials") including all brochures, administrative materials, and curriculum documents for the NAF Academy courses, in any form or format whatsoever, and all hardware and software relating to such materials or otherwise provided by NAF, are the sole and exclusive property of NAF, or are used by NAF under license. NAF is the exclusive owner of all proprietary rights (including copyrights) in the NAF/Academy Materials (except for such of those materials which are used under license). NAF/Academy Materials may only be used in accordance with the guidelines contained on the NAF web site. NAF/Academy Materials may not be reproduced or shared with or distributed or disclosed to other schools or educational institutions or, except with respect to NAF Academy program course instructors or other persons materially involved in the establishment and operation of the NAF Academy, any other person or entity or as provided in Chapter 119, Florida Statutes. The SCHOOL BOARD shall make this restriction clearly known to all persons or entities to whom or which NAF/Academy Materials are made available as permitted under this Section, and shall use its best efforts to ensure that all such persons or entities comply with the provisions hereof.
- 2) The SCHOOL BOARD agrees that all NAF/Academy Materials are to be used in strict accordance with the guidelines of the NAF Academy provided to the SCHOOL BOARD by NAF. No modification may be made to any of the NAF/Academy Materials by the SCHOOL BOARD without the prior written consent of NAF, the request for which must be in writing and must include an assignment by the SCHOOL BOARD to NAF of any and all rights in and to the NAF/Academy Material(s) so modified, including, without limitation, any and all copyrights.
- 3) All NAF/Academy Materials adapted or reproduced for use by the SCHOOL BOARD shall bear the copyright notice set forth on such materials or such other notice, as NAF shall prescribe.

## **IV. TERM OF THIS AGREEMENT**

- A. Within sixty days of the signing of this Agreement, either party may give the other written notice that it wishes to terminate for any reason, with full reimbursement of fees to the School Board.

- B. This Agreement shall continue in existence until the occurrence of any of the following: either (1) the parties mutually agree that the school has successfully completed all YOP requirements and is eligible for consideration for full membership in the NAF Network, as defined under separate membership agreement; or (2) the parties mutually agree to terminate; or (3) either party gives the other written notice that it wishes to terminate, in which event the termination becomes effective on the last day of the semester in which the notice is given.
  
- C. Upon any termination of this Agreement, the School Board, and the NAF Academy program created hereunder, shall cease to be a member of Year of Planning Class within the National Academy Foundation Network, and all rights of the School Board to participate in or receive assistance or materials from NAF to access restricted areas of the National Academy Foundation website and to use the name, logo, or other trademarks or service marks of NAF and the Academies, shall also cease. Upon termination, all NAF/Academy Materials (including all copies of such materials) in the School Board's possession shall, upon NAF's request, be returned to the NAF national headquarters. NAF/Academy Materials which are not requested to be returned to NAF shall be destroyed by the School Board, and the School Board shall confirm to NAF that all such materials have been destroyed. Upon termination, any and all rights of the School Board to use, disclose to or distribute the NAF/Academy Materials to others, for any purpose whatsoever, in any form or format whatsoever, shall cease.

## **V. INDEMNIFICATION**

The School Board agrees to hold NAF and its officers, directors, representatives, agents, and employees (the "NAF Indemnified Parties") harmless from and against all claims, losses, liabilities, damages, expenses (including reasonable attorneys fees) and judgments imposed on or incurred by such NAF Indemnified Parties, relating to, resulting from or arising out of the School Board's establishment and operation of the NAF Academy Program otherwise than in strict accordance with this Agreement and the NAF/Academy Materials.

NAF shall, in addition to any other obligations to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any allegation by a third party that the items provided by NAF to the School Board, as provided in Sections I, IV (A), or I (C) herein, infringe upon or misappropriates a copyright, patent, trademark, or trade secret.

VI. JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida, and if any dispute arises, the venue shall lie in Palm Beach County, Florida.

VII. EXECUTION

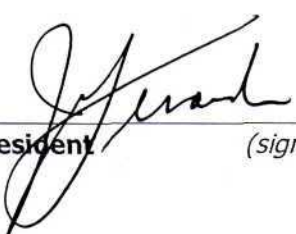
The Undersigned have executed this agreement on the dates indicated opposite their signatures.

\_\_\_\_\_  
**Superintendent** (signature) (Print) (District) (Date)

\_\_\_\_\_  
**High School Principal** (signature) (Print) (School Name) (Date)

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**\*\*Academy Director** (signature) (Print) (District) (Date)

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**\*\*Advisory Board Chair** (signature) (Print) (Advisory Board/Company) (Date)

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**President** (signature) John J. Ferrandino (Print) National Academy Foundation (Organization) 8/23/06 (Date)

**\*\*For expansion to additional sites within the district and same Academy theme, ("expansion sites.")**

  
**Reviewed and Approved  
as to Legal Sufficiency**

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Thomas E. Lynch, Chairman