

## **Introduction to the School Contract Template for Tiny School Builders**

We think Tiny Schools represent a way to make better schools, faster. More importantly, we think Tiny Schools can increase access and participation, especially for students, families and teachers, in a process that's too often reserved for those with power, money, or both. By testing promising concepts at a very small scale in intimate environments where willing families and students provide high-frequency feedback to school leaders before they build a full-scale school, we can speed innovation, inspire smart early-stage investment and reduce the inherent risk of bringing to life new school models.

Because we believe a sustainable pipeline of leadership needs encouragement at each stage – from the very risky early stages of defining problems and exploring new solutions to the less risky later stages of scaling something that works – we offer this Tiny School Contract Template. In the abstract, it structures the relationship between a Tiny School and its Host School, setting the bedrock upon which innovation and creativity flourish; it allows for reflection, improvement and wise growth.

In the most concrete sense, this Tiny School Contract Template establishes a starting point for the terms by which the Tiny School pilot program will operate, solidifying the roles and responsibilities between the Tiny School and its Host School; it serves to clarify expectations and underscore the importance of cultivating an environment in which the Tiny School retains the autonomy necessary to test its new educational model and approach to school design.

### *Key Principles to Guide Operationalizing Early Stage Investment in Tiny Schools*

To craft a smart agreement that maximizes Tiny School pilot success and Host School learning, a few key principles guide our work:

- **Tiny Schools: Our Goal**

Our goal is to allow each Tiny School Team to focus exclusively on testing their educational models and school designs. We want Tiny School Teams to pay far more attention to the core work of educating students – and far less attention to the politics, logistics and operational details that tend to overwhelm founders of schools that have to start bigger and take on more. Tiny Schools will benefit from their Host Schools' expertise in: backoffice and operational support; facilities acquisition, maintenance and repair; student enrollment; the provision of special education and related services; and reporting requirements.

### • **Host Schools: Our Partners**

Our Host Schools are risk-takers, innovators, early-adopters – schools that believe improving educational outcomes for all students includes doing their part to build a community of new school development and cultivate a pipeline of new educational programs. Our Host Schools are deeply committed to creative and smart early-stage investment; these schools know just how hard and risky it is to grow successful schools and firmly believe in the importance of offering a safe space in which to test and refine the specifics and nuances of new educational models. And, perhaps most importantly, our Host Schools understand and prize the game-changing value of piloting new programs with real students in real classrooms using newly developed curricula and technology, all designed to elicit real-time feedback for Tiny Schools.

The leadership at each of our Host Schools is committed to providing and nurturing a collaborative, constructive environment in which Tiny School leadership can learn from the accumulated wisdom of established operators. Our Host Schools will model exemplary financial, legal and operational policies and practices, allowing our Tiny Schools to watch, learn and practice.

### • **Partnership Models: A Range of Possibilities**

Our Tiny School and Host School partnerships can come in many sizes and structures. There is no fixed, or even preferred, arrangement. For instance, a Tiny School may partner with a(n):

- Traditional Public District School;
- Individual Public Charter School;
- Charter School Management Company;
- Non-Profit Organization;
- Private School; or,
- Creative learning space like a Makerspace.

The goal is twofold: to encourage as much innovation and autonomy as possible and to encourage the unexpected. Education innovation and new school development are not reserved for one segment of our country's education system. We are all involved – and we all can participate. Because Tiny Schools operate pursuant to contracts with their Host Schools, Tiny Schools act as independent contractors, thereby enhancing both Tiny Schools' and Host Schools' flexibility to design educational models and support systems uniquely tailored to students' needs.

- **Levers of Control: Calibrating Risk**

The Tiny School Contract Template is thin – intentionally. It establishes a framework and a set of threshold expectations. It assigns roles and responsibilities such that a Tiny School can focus on testing and refining its new, innovative educational program while a Host School can model and support best financial, legal and operational practices.

Embedded in the Tiny School Contract Template are levers – levers that calibrate risk based on each party's tolerance and vision, elements likely to differ based on the entities involved. For example, a Tiny School which partners with an established education provider, like a Traditional Public District School or Charter Management Organization, may enjoy enhanced autonomy to design and test its educational model because the established education provider/Host School may be comfortable assuming more risk due to its size, history of high-quality performance, greater tolerance for uncertainty, and vision to support the incubation of new educational models (which ultimately could be adopted by the established operator/Host School).

On the other hand, a Tiny School which partners with an Individual Public Charter School or a Non-Profit Organization may face different constraints because these types of Host Schools may be smaller in size, more newly established, still refining their own visions and missions, and less tolerant of risk. Nonetheless, these types of Host Schools may prize the opportunity to partner with and support new, pioneering educational models – and may offer the kind of collaborative, constructive environment in which a Tiny School may thrive.

- **A starting point, not something to copy and paste**

The Tiny School Contract Template is well, tiny. We struggled throughout the development of this template to provide more or less detail based on our experience in the first year of [4.0 Schools' Tiny School Project](#). Each time, we chose less.

More than anything, we hope this template gets beat up and improved on instead of blindly copied. We want to make the process of new school creation and design more human, more democratic, and more accessible than it has been, and we want as many people as possible to get involved. For too long, starting a new school has required tremendous resources and political capital. That has to change.

The last thing we want to do is deliver a perfect template in the spirit of having all the answers, hoping you'll just copy and paste it in your community. To the contrary, we hope that this contract template is an invitation, a beginning, a version 1.0.

Get out there and start tweaking. Or throw it out and start from scratch. But get out there and start something tiny.

For more information on how you can get 4.0's help on your tiny school, please visit us at [4pt0.org](http://4pt0.org), follow us on Twitter at [@4pt0schools](https://twitter.com/4pt0schools), or find us on Facebook at [4.0 Schools](https://www.facebook.com/4.0Schools).

To the future of school, together,

Matt Candler

Founder, CEO, 4.0 Schools

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## School Contract Template for Tiny School Builders

This agreement is made and entered as of [insert date] (the “Effective Date”), by and between Tiny School (“TS”), a [insert state] nonprofit corporation, and Host School (“HS”), a [insert state] nonprofit corporation, to govern the creation and operation of TS’s pilot program enrolling and serving up to [insert number] HS students in the TS Program (“TSP”).

### **Term**

This agreement shall commence on the Effective Date and shall expire [insert date], unless terminated earlier by either Party as set forth below.

### **Academic Program**

TS will operate its unique educational program for the duration of the Term. TS will exercise exclusive authority and discretion to modify, enhance and/or supplement its unique educational program in order to maximize the learning offered its students. TS will share lessons learned, successes earned and best practices refined with HS to enable HS to benefit from TS’s pilot program.

### **Students**

#### Student Selection

- During the [insert date of previous] school year, TS leadership and HS leadership will identify HS students who might be good candidates to enroll in the TSP, and will invite these HS students to apply to the TSP.
- By the end of the [insert date of previous] school year, TS staff will select HS students for the TSP.
- During TS’s pilot program, no new students will be enrolled in TSP, unless agreed upon in writing by TS leadership and HS leadership.

### **Special Education Students**

- TS shall review IEP’s of all HS students who seek to enroll in TS’s pilot program in advance of students’ enrollment in the TSP.
- A member of the TS staff will serve on the IEP team for each TS student receiving, or who may be eligible to receive, special education services.
- HS will provide all special education services needed by TS students, pursuant to any existing, future and/or amended IEP’s.
- All special education teachers, paraprofessionals, case managers, service providers and others involved in the education of TS special education students must respect and abide TS’s vision, mission and culture.
- TS has the exclusive authority to seek an alternate professional/provider from HS, or TS may choose to hire an independent service provider. If TS engages an alternate provider from HS, HS must pay for such all special education services provided. If TS seeks an alternate provider not affiliated with HS, HS must bear the costs of that service.
- If a student’s IEP team determines the student’s IEP cannot be satisfied in TS’s education model and if the IEP team recommends an alternative placement, the student may leave the TSP as needed.

**Student Discipline**

- TS and HS will meet prior to opening of school to confer on policies and procedures for discipline.
- HS student handbook defines minor and major infractions.
- TS will use its own guidelines to develop appropriate corrective action strategies to address minor infractions.
- TS will defer to HS's student conduct/discipline policies, as set forth in HS student handbook, to address major infractions.
- This protocol for handling minor and major infractions applies to incidents between TS students and between TS and HS students.
- This protocol for handling minor and major infractions applies to conduct occurring in TS classrooms, in HS common spaces, anywhere else on HS's campus, and when off-site behavior impacts other TS and/or HS students.

**Social Media Policy**

- TS will adopt HS's policy on students' use of social media and HS's policy on imposing consequences for violating such policy, as set forth in HS's student handbook.

**Truancy**

- TS will track student attendance on a daily basis using HS's data management system. Such attendance data will be available for HS's review on a daily basis.
- TS does not have legal authority to enforce truancy violations and will defer to HS's policies and procedures to track and enforce truancy obligations.

**Student Data Collection and Reporting**

- TS will compile and maintain student data on a regular basis as agreed upon by both Parties; HS will collect this data from TS on a regular basis as agreed upon by both Parties.
- The following student-level data will be compiled by TS and collected by HS for the duration of the TSP:
  - demographic student data;
  - attendance data;
  - academic performance data; and,
  - discipline data (specifically, in-school suspensions, out-of-school suspensions, due process hearings requested, due process hearings conducted, and expulsions).
- It is understood that TS shall be responsible for compiling, maintaining and sharing this data to HS in alignment with policies and procedures of HS.
- TS will share all data collected with HS, and HS will report all data to the appropriate entities. TS will not directly report data to any local, state or federal entity.
- HS will provide training for and login/access info to TS to enable TS staff to use HS's data management system, and any other data tracking system used by HS.

### **Student Records**

- HS will provide all relevant student records for all HS students enrolled in the TSP. These records will be provided no later than four weeks before the start of TS's pilot program.
- TS will maintain its students' records during their enrollment in the TSP.
- TS leadership and HS leadership will coordinate to ensure that student records will be managed in accordance with FERPA and state law, regulations and policy.
- If a third party requests records of the academic performance, behavior, and/or any other information relating to a student enrolled in the TSP, HS will answer all such requests in compliance with all applicable federal and state laws, regulations and policies, and TS will provide HS all information needed to respond to such requests.

### **Per-Pupil Funding**

HS will continue to receive per-pupil funding for each HS student enrolled in the TSP. HS will retain 20% of this funding and will pass through the remaining 80% to TS. TS will spend these monies on instructional and affiliated educational costs. Additionally, TS will pay for non-classroom based incremental costs, such as but not limited to field trips, in-school and out-of-school events, and other program related costs, in their entirety.

### **Teachers**

TS retains exclusive authority to hire and fire all teachers, paraprofessionals, and all other instructional staff, including alternative special education providers as detailed above. TS will abide all state and federal laws and regulations governing the requisite qualifications for instructional staff in HS, including, but not limited to, certification requirements and criminal history and related background checks.

### **Student Services**

HS will provide, and exclusively bear the costs of, the following services for TS students for the duration of the TSP:

- Bus transportation to and from school in the same manner provided to HS students;
- Food services during the school day in the same manner provided to HS students;
- Health and nursing services, including mental health and counseling services, during the school day in the same manner provided to HS students;
- School, classroom and student security services during the school day in the same manner provided to HS students; and,
- Any/all other student services provided to HS students.

### **Facilities**

#### **Classrooms**

TS and HS will mutually agree in writing about the classroom(s) assigned to TS. Any/all changes to those classroom assignments must be agreed upon in advance by both Parties in writing.

### Common Spaces

TS students and teachers/staff will have access to HS's cafeteria; hallways; lockers; computer and science labs; gyms, fields and other athletic spaces; student activity areas; parking lot; teachers' lounge; and other common areas which HS students and teachers/staff enjoy.

### Entry/Egress

TS students and teachers/staff will enter and exit HS premises in the same manner as HS students and teachers/staff.

### Access

Only persons affiliated with TS, such as but not limited to TS students, TS teachers/staff, TS parents/guardians, TS service providers, TS partners and their designees, and any others immediately related to TSP operations, can enter TS classrooms or activity/event areas on HS's campus.

Permission to enter TS classrooms and associated areas will be granted to HS principal [insert name] and/or principal's designee [insert name].

With the exception of requests from the HS principal and/or the HS principal's designee, TS staff shall have exclusive authority to decline any request to visit the TSP.

Individuals, including but not limited to HS teachers/staff, HS parents and students, or other HS-affiliated persons, who violate any part of this provision may be restricted at certain times by TS leadership from TS classrooms, activity areas, program events and any/all other associated gatherings and activities.

### Student Supplies

TS will provide, and exclusively bear all costs for, supplies for TS students for the duration of the TSP.

### Furniture and Equipment

HS will provide all furniture, fixtures and related equipment for the operation of the TSP.

TS students and teachers/staff may have access to additional HS equipment upon request by TS teachers/staff and mutual agreement in writing by TS leadership and HS leadership.

At no time shall HS need to purchase or secure equipment for the exclusive use of TS.

TS may use HS equipment, such as, but not limited to, copying machines, fax machines, printers, and other office-related equipment.



### Technology

TS and HS will each specify all hardware and software provided by each party for the term of the pilot, and each will provide all necessary maintenance, repair and replacement for such hardware and software, as needed by TS students and staff for TSP operations.

HS will provide, and exclusively bear the cost of, high-speed wireless internet access of a kind and quality approved of by TS and necessary to conduct TSP operations.

### Utilities

HS will provide, and exclusively bear the cost of, all utilities needed by TS to operate the TSP.

### Janitorial

HS will provide, and exclusively bear the cost of, all janitorial services needed by TS to operate the TSP.

### Maintenance and Repairs

HS will provide, and exclusively bear the cost of, all facility maintenance and repairs, including capital improvements as needed with the exception of any facility maintenance or repair that may be required due to gross negligence or malfeasance by TS teachers/staff.

### **Insurance and Liabilities**

TS will obtain its own general liability, accident, and all other insurance necessary to the operation of TS.

HS is responsible for complying with all local, state and federal laws and regulations related to the operation of the school from which TS will draw/enroll its students and therefore HS is exclusively responsible for all liabilities thereunder except for those liabilities resulting from gross negligence or malfeasance of TS employees.

### **Third Party Information Requests**

HS will answer all third party requests for information in accordance with federal and state laws. TS will provide HS all necessary information to respond to such information requests.

**Indemnification**

HS will defend, indemnify and hold harmless TS and its directors, officers, employees, agents, representatives and attorneys from and against any claims arising out of or relating to HS's operation of its business, including but not limited to:

- (a) the maintenance and repair of all facilities, common spaces, outdoor spaces, furniture and other property made available by HS to TS for use during the TSP;
- (b) the activity and conduct of all HS employees, its contractors and/or its affiliates, towards TS students, parents/guardians and staff during TS's pilot program; and,
- (c) any other situations resulting from conditions or circumstances outside of TS's control.

TS will defend, indemnify and hold harmless HS and its directors, officers, employees, agents, representatives and attorneys from and against any claims arising out of or relating to the operation of the TSP, including but not limited to:

- (a) TS's gross negligence or willful misconduct arising from TS's performance of its obligations under this agreement; specifically, TS will be exclusively responsible for all activity and conduct occurring during the TSP that is under the direction and control of TS staff and while TS students are in the custody of TS staff.

**Authority to Enter into Agreements to Conduct RSP Operations**

TS has the authority to enter into agreements to conduct TSP operations, including granting permission to parents, teachers, sponsors, supporters, vendors, partners, funders and others, to enter and be present on HS premises, provided such presence is related to TS and/or TSP operations.

**Termination**

On or after [insert date], this agreement may be terminated with or without cause by either Party.

Either Party may terminate this agreement, in whole or in part, by delivering to the other Party a written Notice of Termination specifying the nature, extent and effective date of the termination.

Upon termination, HS shall be liable for all payment as set forth above in the section titled "Per Pupil Funding" for services rendered by TS before the effective date of termination.

Within sixty (60) days of expiration or termination of this agreement, TS will return to HS all equipment, keys, furniture, student records, software access, and any other HS property or equipment used by TS to operate TSP.

**Breach of Contract**

If HS does not deliver the required services or fails to perform in the manner called for in this agreement, or if HS fails to comply with any other provision of this agreement, TS may terminate the contract for default.

**Independent Contractor**

Nothing in this agreement shall in any way be construed to constitute TS as an agent, employee or representative of HS. Rather, TS is engaged by HS as an independent contractor and recognizes that no employer-employee relationship exists between HS and TS.

**Governing Law**

This agreement shall be governed and construed in accordance with the laws of the State of [insert name of state in which program will be operating].

**Entire Agreement**

This agreement is the entire agreement of the Parties and supersedes any prior agreements between them with respect to the subject matter hereof.

**Modification**

This agreement may not be amended or modified except by a written document executed in the same manner as this agreement.

**Counterparts**

This agreement may be executed in one or more counterparts, each of which taken together shall be considered one and the same instrument.

**Waiver**

Waiver by either Party of any term or condition of this agreement or any breach shall not constitute a waiver of any other term or condition, or breach, of this agreement.

**Severability**

If any provision of this agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be impaired or affected thereby.