

**Capella University and the Districts of the Middle Georgia RESA
Alliance Agreement For the Development of Educational Leaders**

This Alliance Agreement for the Development of Educational Leaders (“Agreement”) is established between Capella University (“Capella”) and the Middle Georgia RESA (“RESA”) (collectively the “Parties”) for the purpose of establishing a comprehensive, mutually beneficial relationship to develop educational leaders in accordance with Georgia Professional Standards Commission Educator Preparation Rules 505-3-.58 and 505-3-.01, along with Certification Rule 505-2-.300. The PSC rules specify that the program must include courses that comprise the knowledge base for an advanced degree, recommendation of prospective students by the school district prior to being admitted to the program, and a performance-based residency administered jointly by Capella and the employing school district (“Site”).

This comprehensive alliance agreement is mutually beneficial and is supported by:

Superintendent <i>Printed Name</i>	X _____	Bibb County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Crawford County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Houston County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Jasper County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Jones County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Monroe County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Peach County School System	Date: _____
Superintendent <i>Printed Name</i>	X _____	Twiggs County School System	Date: _____
President/Designee <i>Printed Name</i>	X Scott Kinney	Capella University	Date: _____
RESA Director <i>Printed Name</i>	X _____	Middle Georgia RESA	Date: _____

1. Term of Agreement

- a. The effective date of this Agreement is _____.
- b. This Agreement shall be effective from the effective date for a period of three (3) years and then automatically renewable for additional one (1) year periods unless terminated earlier per section 2.
- c. No modification shall be made to this Agreement without the written consent of both parties.

2. Termination

This Agreement may be terminated:

- a. By either Party with thirty (30) days written notice, except that the terms of the Agreement shall continue to be in full force and effect until all Candidates in progress complete their leadership program.
- b. By the other Party, if either Party becomes insolvent, makes a general assignment of the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of collectors.

- c. By either Party if, because of natural disaster, action or decree of governmental bodies, any event beyond the Party's reasonable control, either Party is unable to perform its obligations under this Agreement.
- d. The Party unable to perform shall immediately give written notice to the other Party while doing everything possible to resume performance. All obligations under this Agreement shall be suspended upon receipt of this notice. Fifteen (15) days from the receipt of notice the receiving Party may give written notice terminating this Agreement.

3. Confidentiality

Capella will instruct Beginning Leader Candidate(s) (as further defined in 12.a), its faculty and other Capella personnel not to disclose any confidential material or information connected with the school system/RESA or any of its students; and, further, Capella will ensure that all such information is maintained as confidential in accordance with the federal and state law applicable to Site.

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is Federal Law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Capella, as an institution that receives funds from applicable programs of the U.S. Department of Education, strictly adheres to this law. School system/RESA acknowledges that it and all its affiliates, employees, and/or subcontractors may have access to Capella learner education records that contain individually identifiable information, the further disclosure of which is prohibited by FERPA. School system/RESA agrees that it and all parties under its control will fully comply with all applicable federal and state laws and requirements of FERPA.

4. Non-Discrimination

Capella and the school system/RESA agree that Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, require, and the Parties assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

5. Accommodations for Persons with Disabilities.

School system/RESA certifies that the service(s) provided to Capella through this Agreement comply with applicable disability laws including, but not limited to: Americans with Disabilities Act (ADA), Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act of 1973 (Sections 504 and 508). Functionality of any software associated with the services provided shall be commensurate with state-of-the-art standards at the time of each installation and specifically designed to ensure broad use by the largest spectrum of users.

6. Mutual Indemnification

Each Party agrees to indemnify and hold harmless the other Party, its directors, officers, employees and agents, from and against any and all claims or liability (other than liability solely due to the negligence of the Party), including reasonable attorneys' fees, arising out of the activities described in this Agreement, including but not limited to (i) the negligence or willful misconduct of the Party, its agents or employees, (ii) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of either Party for wages and benefits, which occur in connection with the performance by Site. Both Parties' obligation to indemnify each other shall survive the expiration or termination of this Agreement by either Party for any reason. Either Party may, at its option, conduct the defense of any third party action and the other Party will cooperate with that Party's defense.

7. Prohibition against Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party.

8. Jurisdiction and Venue

This Agreement shall be governed by the laws of the State of Minnesota. School system/RESA and Capella agree that any action arising in connection with this Agreement will be brought in Hennepin County district Court, Minnesota, or the U.S. Federal district Court for the district of Minnesota. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to seek recovery of its reasonable attorneys' fees, costs and other expenses.

9. Severability

Any portion of this Agreement that is deemed to be unenforceable by a court of competent jurisdiction may be severed from the Agreement with the effect of the remaining portions of the Agreement being fully enforceable by the Parties.

10. Entire Agreement

This Agreement and any on-line acknowledgements signed by the Parties reflect the entire agreement between the Parties. No part of this Agreement may be amended except by written agreement signed by the Parties.

11. Execution

This Agreement may be executed in counterparts and via facsimile with each part being considered an original and all parts being recognized as one in the same document.

Capella University Commitments

Capella, through its Educational Leadership Programs, commits to:

- A. Admit students/Beginning Leader Candidates who meet admission requirements of Capella's Education Specialist Degree (Ed.S.) or for the Doctor of Philosophy ("PhD") and who hold a leadership position or leadership role at the school building or system level, as defined by the Professional Standards Commission;
- B. Collaborate with the school system and/or Middle Georgia RESA to create a program design that meets the needs of both Capella and the school system/RESA;
- C. Work with school system/Middle Georgia RESA personnel to assure the Beginning Leader Candidates are prepared to carry out performance-based assignments and complete the program requirements while enrolled in Capella's programs;
- D. Collaborate with the school system/ Middle Georgia RESA to identify and encourage potential leaders to enroll in leadership preparation programs;
- E. Prepare candidates to participate in collaborative research utilizing school system/ Middle Georgia RESA P-12 student achievement data, faculty data, needs assessment data, and other pertinent school/system/ Middle Georgia RESA data with confidentiality and within the constraints of institutional policy, school district policy, Georgia and federal law, and for research purposes only;
- F. Pool and share resources to assure the Beginning Leader Candidates' support during the leadership preparation program. These may include, but are not limited to, providing coaches/mentors, flexible scheduling, learning materials, and coaching/mentoring as needed;
- G. Confer regularly with Beginning Leader Candidates to provide consultation appropriate to the Individual Induction Plan objectives;
- H. Assess portfolios developed by students documenting acquisition of knowledge and skills during the degree program experience;
- I. Collaborate with school system/ Middle Georgia RESA personnel to strengthen and improve program design of educational leadership preparation programs;
- J. Continually evaluate the leadership preparation program and work with school system/RESA personnel to assure a program that addresses the Beginning Leader Candidates' and system needs;
- K. Assign Capella's faculty to monitor the Beginning Leader Candidates' progress and evaluate the Beginning Leader Candidates' work during the leadership preparation program ;
- L. Collaborate with the Beginning Leader Candidates and school system/ Middle Georgia RESA personnel to assure future leaders are prepared to impact student achievement as a result of their preparation and experiences while enrolled in the leadership preparation program;
- M. Collaborate with school system/ Middle Georgia RESA administration to provide customized support and activities to address the changing needs of the school/ Middle Georgia RESA;
- N. Collaborate with the school system/ Middle Georgia RESA to continually assess the screening and admission process for potential Beginning Leader Candidates;

School System/ Middle Georgia RESA Commitments

The Middle Georgia RESA and member school systems will provide the following activities and services:

- A. Collaborate with Capella's faculty to create a program design that meets the needs of both the institution and the school system/ Middle Georgia RESA;

- B. Collaborate with Capella's faculty to develop and implement a performance-based residency program for Beginning Leader Candidates;
- C. Offer Beginning Leader Candidates opportunities to carry out performance-based assignments and program requirements while enrolled in institution programs;
- D. Identify and encourage potential leaders to enroll in leadership preparation programs;
- E. Collaborate with Capella to continually assess the screening and admission process for potential Beginning Leader Candidates;
- F. Encourage and support Beginning Leader Candidates' participation in collaborative research utilizing school system/ Middle Georgia RESA P-12 student achievement data, faculty data, needs assessment data, and other pertinent school/system/ Middle Georgia RESA data with confidentiality and within the constraints of institutional policy, school district policy, Georgia and federal law, and for research purposes only;
- G. Pool and share resources with Capella to assure the Beginning Leader Candidates' support during the leadership program. These may include, but not be limited to, providing mentors, flexible scheduling, and learning materials;
- H. Collaborate with the Beginning Leader Support Teams to create Individual Induction Plans for the Beginning Leader Candidates to guide the residency experiences;
- I. Collaborate with Capella to strengthen and improve educational leadership programs;
- J. Continually evaluate the leadership program and work with Capella's personnel to suggest opportunities for program improvement;
- K. Encourage school system personnel who exemplify leadership excellence to serve as coaches/mentors for the Beginning Leader Candidates at the system and school level;
- L. Collaborate with the Beginning Leader Candidates and Capella's personnel to assure the Beginning Leader Candidates are prepared to positively impact student achievement as a result of their preparation and experiences in the program;
- M. Collaborate with Capella to provide customized support and activities to address the changing needs of the school system/ Middle Georgia RESA;

Special Caveats:

- A. None of the parties who enter into this agreement will have the ability to assign unstipulated costs that may arise with this partnership to the other party.
- B. This agreement will be reviewed and evaluated prior to the selection of each cohort in the event that changes or amendments become necessary.

12. Capella, through its Educational Leadership Programs, commits to:

- a. Pursuant to Capella's policy, admit students who meet admission requirements for the Education Specialist Degree ("EdS") or for the Doctor of Philosophy ("PhD") who hold a leadership position or role at the school building level (herein "Beginning Leader Candidates");
- b. Collaborate with the school system/RESA to develop a program design that meets the needs of both Capella and the school system/RESA;
- c. Work with the school system/RESA to see that the Beginning Leader Candidates are prepared to carry out performance-based assignments and complete the program requirements while enrolled in Capella's programs;
- d. Collaborate with the school system/RESA to identify and encourage potential leaders to enroll in leadership preparation programs;

- e. Prepare Beginning Leader Candidates to participate in collaborative research utilizing school system/RESA P-12 student achievement data, faculty data, needs assessment data, and other pertinent school system/RESA data with confidentiality and within the constraints of institutional policy, applicable Georgia and federal law, and for research purposes only;
- f. Provide resources, as agreed upon by Capella to see that the Beginning Leader Candidates' support during the leadership preparation program. These may include, but are not limited to, release time for coursework and residency experiences, providing coaches/mentors, flexible scheduling, learning materials, and coaching/mentoring as needed;
- g. Confer regularly with Beginning Leader Candidates to provide consultation appropriate to the Individual Induction Plan objectives;
- h. Assess portfolios developed by students documenting acquisition of knowledge and skills during the program experience;
- i. Collaborate with school system/RESA personnel to strengthen and improve program design of educational leadership preparation programs;
- j. Continually evaluate the leadership preparation program and work with school system/RESA personnel to see that the program addresses the Beginning Leader Candidates' and system needs;
- k. Allow Capella faculty to monitor the Beginning Leader Candidates' progress and evaluate the Beginning Leader Candidates' work during the leadership preparation program in compliance with Capella's policies and procedures (Refer to Guideline 1 of the Guidelines for the Leadership Supervised Residency for Initial Certification for Specialist or Doctoral Level.);
- l. Collaborate with the Beginning Leader Candidates and school system/RESA personnel to see that future leaders are prepared to impact student achievement as a result of their preparation and experiences while enrolled in the leadership preparation program;
- m. Collaborate with school system/RESA administration to provide customized support and activities to address the changing needs of the school system; and
- n. Collaborate with the school system/RESA to continually assess the screening and admission process for potential Beginning Leader Candidates.

13. The RESA commits to:

- a. Collaborate with Capella faculty to create a program design that meets the needs of both the Capella and the school system/RESA;
- b. Collaborate with Capella faculty to develop and implement a performance-based residency program for Beginning Leader Candidates (Refer to Guidelines for the Leadership Supervised Residency for Initial Certification for Specialist or Doctoral Level.);
- c. Offer Beginning Leader Candidates opportunities to carry out performance-based assignments and program requirements while enrolled in Capella's programs;
- d. Identify and encourage potential leaders to enroll in leadership preparation programs;
- e. Collaborate with Capella to continually assess the screening and admission process for potential Beginning Leader Candidates;
- f. Encourage and support Beginning Leader Candidates' participation in collaborative research utilizing school system/RESA, P-12 achievement data, faculty data, needs assessment data, and other pertinent school system/RESA data with confidentiality and within the constraints of institutional policy, applicable Georgia and federal law, and for research purposes only;
- g. Pool and share resources with Capella to assure the Beginning Leader Candidates' support during the leadership program. These may include, but not be limited to, release time for coursework and residency experiences, providing mentors, flexible scheduling, learning materials, and coaching/mentoring, as needed;
- h. Collaborate with the Beginning Leader Support Teams to create Individual Induction Plans for the Beginning Leader Candidates to guide the residency experiences;

- i.—Collaborate with Capella to strengthen and improve educational leadership programs;
- j.—Continually evaluate the leadership program and work Capella’s personnel to suggest opportunities for program improvement;
- k.—Encourage school system/RESA personnel who exemplify leadership excellence to serve as coaches/mentors for the Beginning Leader Candidates at the system and school level (Refer to Guidelines for the Leadership Supervised Residency for Initial Certification for Specialist or Doctoral Level);
- l.—Collaborate with the Beginning Leader Candidates and Capella’s personnel to see that the Beginning Leader Candidates are prepared to positively impact student achievement as a result of their preparation and experiences in the program; and
- m.—Collaborate with Capella to provide customized support and activities to address the changing needs of the school system/RESA.

14. Mutual Commitments of the Parties:

- a.—None of the parties who enter into this Agreement has the ability to assign unstipulated costs that may arise with this relationship to another party.

15. The local school system commits to:

- a.—Collaborate with Capella faculty, RESA design team, and RESA performance coach to develop and implement a performance-based residency program for Beginning Leadership Candidates;
- b.—Offer Beginning Leadership Candidates opportunities to carry out performance-based assignments and program requirements while enrolled in Capella’s programs;
- c.—Identify and encourage potential leaders to enroll in leadership preparation programs;
- d.—Encourage and support Beginning Leadership Candidates’ participation in collaborative research utilizing school/system student achievement data, faculty data, needs assessment data, and other pertinent school/system data with confidentiality and within the constraints of institutional policy, Georgia and federal law, and for research purposes only;
- e.—Pool and share resources with the Capella to assure the Beginning Leadership Candidates’ support during the leadership program. These may include, but not be limited to, release time for coursework and residency experiences, flexible scheduling, and learning materials, as needed;
- f.—Continually evaluate the leadership program and work with Capella’s personnel to suggest opportunities for program improvement;
- g.—Encourage school system personnel who exemplify leadership excellence to become a member of the RESA cadre of performance coaches for the Beginning Leadership Candidates at the system and school level;
- h.—Collaborate with the Beginning Leadership Candidates, Capella’s personnel, and RESA performance coach to assure the Beginning Leadership Candidates are prepared to positively impact student achievement as a result of their preparation and experiences in the program;
- i.—Collaborate with the Capella and RESA design team to provide customized support and activities to address the changing needs of the school system/RESA; and
- j.—Collaborate with the Capella and RESA design team to continually assess the screening and admission process for potential Beginning Leadership Candidates.