

THE NATIONAL CENTER ON EDUCATION AND THE ECONOMY

GRANT AGREEMENT with Amphitheater High School

June 1, 2014

1. Parties. This Grant Agreement (this “Agreement”) by and between The National Center on Education and the Economy (“NCEE”) and Amphitheater High School (“AHS”) for a Transition to a Proficiency-Based Model, *Implementation of Excellence for All* (the “Project”) is entered into as of the date first written above. The grant period is June 1, 2014 to May 31, 2015, with up to \$89,700.00 being allocated for the duration of the Project, as outlined in the budget section of AHS’ proposal. The total grant amount for the Project shall not exceed \$89,700.00.

2. Use of grant funds. Grant funds may be used only for the Project. Any grant funds unexpended or uncommitted at the end of the grant period must be promptly returned to NCEE. Any budget cost category changes over 10% must be approved in writing by NCEE. AHS may not use grant funds to reimburse any expenses that occur before the start date of the grant.

3. Political campaign/lobbying activities. Grant funds may not be used to influence the outcome of any election for public office or carry on any voter registration drive. This grant is not in any way earmarked to support lobbying activities or otherwise support attempts to influence local, state, federal or foreign legislation. AHS certifies, and the budget accurately reflects, that the amount of the grant funds does not exceed the portion of the budget allocated for non-lobbying activities. AHS will comply with applicable state lobbying, gift and ethics requirements and obtain the written consent of NCEE prior to using the grant funds for activities requiring lobbying registration or reporting under applicable state law.

4. Payments and reports. The table below shows the timetable for payments and reporting. On the dates outlined in the table below, NCEE requires that AHS provide financial reports on the use of grant funds. Payments will be delayed if (1) AHS fails to submit satisfactory and timely financial reports on this grant or (2) submitted reports on this grant indicate a substantial unexpended balance of grant funds at hand.

Anticipated Payment Date	Payment Amount	Milestone or deliverable
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June 1, 2014	Up to \$23,000	Signed Grant Agreement, Documentation of funding used for Curriculum Development by the end of the grant period
June 1, 2014	Up to \$8,700	Documentation of funding used for travel and substitute teacher costs necessary for teachers to attend Professional Development to be reimbursed throughout the grant period
June 1, 2014	Up to \$8,000	Documentation of funding used for Middle School Development to be reimbursed throughout the grant period
Fall 2014 & Spring 2015	Up to \$50,000	Documentation of funding used for IGCSE Test fees to be reimbursed throughout the grant period
June 30, 2015		Final financial report due

5. Record Maintenance and Inspection. NCEE requires that you maintain adequate records for the Project to enable NCEE to easily determine how grant funds were expended. AHS' financial books and records must be made available to NCEE or its designee to permit monitoring or an evaluation of the Project.

6. Termination. NCEE has the right at its discretion to terminate or suspend the grant or withhold payment if (a) NCEE is not reasonably satisfied with AHS' progress on the Project; or (b) significant leadership changes occur that NCEE thinks might impact the Project's success; or (c) AHS fails to comply with any term or condition of this Agreement. Upon termination, AHS agrees to promptly return to NCEE any unspent funds previously distributed to AHS by NCEE.

7. Assignment. AHS shall not delegate the performance nor assign any of AHS's rights or obligations under this Agreement to another party.

8. Entire Agreement, Severability and Amendment. This Agreement sets forth the entire agreement between the parties and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal or unenforceable, such finding shall not affect the validity,

construction or enforceability of any remaining provision. There shall be no modification or amendment to this Agreement, except as mutually agreed to in writing and executed with the same formalities as this instrument.

9. Indemnification. AHS shall defend, save, hold harmless, and indemnify NCEE and its shareholders, directors, officers, employees, affiliates, students and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of AHS or its officers, employees, subcontractors, students or agents under this Agreement.

10. Governing Law. Should any disputes arise under this Agreement, the terms hereof shall be interpreted in accordance with the laws of the District of Columbia.

11. Relationship of the Parties. This Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

IN WITNESS WHEREOF, the parties by the duly authorized representatives have caused this agreement to be executed as of the date first written above.

	National Center on Education and the Economy		Amphitheater High School
By:		By:	
	(Signature)		(Signature)
Date:			
Name:	Jason S. Dougal	Name:	
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