

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

KRISTINE MOORE, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
STATE OF ALASKA,	)	
	)	
Defendant.	)	
_____	)	Case No. 3AN-04-9756 CI

SETTLEMENT AGREEMENT

The parties agree as follows:

PREAMBLE

1. The Plaintiffs remaining in this matter are three rural Alaskan Regional Educational Attendance Areas and Citizens for the Educational Advancement of Alaska's Children ("CEAAC"), an educational advocacy organization. Additional plaintiffs, including a number of individuals and NEA-Alaska, have previously dismissed their claims. The Defendant is the State of Alaska.

2. The original complaint in this action was filed in 2004 alleging that the State was in violation of the Education and Due Process Clauses of the Alaska Constitution. The issues in the case were ultimately narrowed to whether the State was providing adequate support and assistance to underperforming schools.

3. A four-week trial was held before Anchorage Superior Court Judge Sharon Gleason in 2006, and, in June 2007, Judge Gleason issued a Decision and Order in this case.

4. The substance of Judge Gleason's June 2007 Order concluded that the duty described by the Alaska Constitution's Education Clause requires the State to address four components:

First, there must be rational educational standards that set out what it is that children should be expected to learn. These standards should meet or exceed a constitutional floor of an adequate knowledge base for children. Second, there must be an adequate method of assessing whether children

are actually learning what is set out in the standards. Third, there must be adequate funding so as to accord to schools the ability to provide instruction in the standards. And fourth, where, as here, the State has delegated the responsibility to educate children to local school districts, there must be adequate accountability and oversight by the State over these school districts so as to ensure that the districts are fulfilling the State's constitutional responsibility to "establish and maintain a system of public schools" as set forth in Article VII, § 1 of Alaska's Constitution.¹

5. The June 2007 Order also explained that the Education Clause included a right for children to have a meaningful opportunity to become proficient in reading, writing and math, and meaningful exposure to curriculum content areas that were not assessed by the State standards-based assessments.

6. In the June 2007 Order, the Superior Court held that plaintiffs had not proven that the state's system of funding schools was constitutionally inadequate. The Court also held that the State had met its constitutional obligations to adopt appropriate standards and assessments. However, under the fourth prong of the State's constitutional obligations, the Court held that the State was failing to provide sufficient support and oversight of schools with "chronically poor performance"

7. The Court held that merely providing funding without oversight and assistance in these schools would be "an impermissible 'legislative abdication' of the State's constitutional responsibility to maintain public schools in this state." The Court required the legislature to take best efforts to provide students with a "meaningful opportunity" to achieve the educational standards.

8. In addition, the Court held that use of the state HSGQE to deny high school diplomas to students who had not had an opportunity to learn the tested materials amounted to an unconstitutional deprivation of due process.

9. The Superior Court stayed its June 2007 Order for one year to allow the State the opportunity to remedy the constitutional violations the Court had identified.

10. In June and October 2008, the Court conducted evidentiary hearings on the State's efforts to remedy the constitutional violations.

11. In detailed findings of fact and conclusions of law issued in February 2009, the Court recognized that the State had made progress in providing a State System of

¹ *Moore v. State*, 2007 Order, p. 174.

Support to struggling schools, but held that the State had not remedied the constitutional violations, and was still failing to provide adequate support to and oversight of struggling schools and districts.

12. In March 2010, after reviewing additional submissions from the State, the Court again ruled that the State had not remedied its constitutional violations with regard to struggling schools and districts. Specifically regarding the nature of the State's obligations, the Court ruled:

In evaluating the State's responses at this time, this Court returns once again to the language of the Alaska Constitution, which places the responsibility "to maintain a system of public schools open to all children of the State" squarely upon the Legislature – not upon the Department of Education and Early Development and not upon local school districts. To date, the State has not demonstrated that the delegation of this responsibility to school districts that have been identified as chronically underperforming, but do not appear to have been accorded adequate assistance and oversight, will result in compliance with this constitutional responsibility.²

13. Subject to appropriation, the parties have reached agreement to settle and dismiss this case by providing for the creation of various educational initiatives intended to address educational underachievement in underperforming schools.

14. The parties agree that the remedies provided in this Settlement Agreement are in the best interests of the affected students and districts.

15. In entering into this Settlement Agreement, neither party admits any wrongdoing or liability.

SETTLEMENT AGREEMENT

1. **EDUCATIONAL INITIATIVES.** Subject to appropriation, the Plaintiffs and the Department of Education and Early Development (Department) agree through this settlement to create four programs addressing low achievement in struggling schools. These four programs, described in further detail below, are:

- a. Two-Year Kindergarten and Related Pre-Literacy Programs;
- b. Targeted Resources Grant Fund;
- c. Teacher Retention Grant Fund; and
- d. HSGQE Remediation Reimbursement Program.

² Order on Review of 2009 Submissions, *Moore v. State* at 15 (March 31, 2010).

2. CONSTITUTIONAL REMEDY AND DISMISSAL WITH PREJUDICE. The parties acknowledge that the Court identified a need to remedy perceived constitutional violations through increased oversight, support and assistance to struggling schools. The parties agree that the programs identified in Paragraph 1, and the existing State System of Support, address these issues. Accordingly, if the Legislature during its 2012 session funds the programs described in Paragraph 1, and the Department adopts regulations providing for the approval and funding of programs consistent with this Agreement, the Plaintiffs will dismiss this action with prejudice.

3. SETTLEMENT STRUCTURE AND FUNDING PLAN

a. Eligible Schools. Schools eligible to participate in settlement components 1(a), (b) and (d) are the forty schools in Alaska (but not including schools identified under 4 AAC 06.872 as serving a special population) with the lowest scores on the Modified School Growth Index for the previous three years. A school is eligible without regard to whether the school is located in a school district in which the department has intervened. A list of those schools eligible to apply for grant funds during the first year of implementation shall be attached as an Exhibit to this agreement, and shall serve as a template for identifying eligible schools in subsequent years. The Teacher Retention Grant Fund created in paragraph 1(c) is not restricted to the forty schools identified in this paragraph, but preference shall be given to those schools.

b. Implementation of Settlement Component 1(a). Eligible districts may implement a Two-Year Kindergarten and/or Related Pre-Literacy Program described in Paragraph 1(a) either (i) by enrolling four-year-old children in kindergarten classes taught by certificated teachers in eligible schools or (ii) through other pre-literacy programs for four-year-olds in the community served by the eligible school, as described in Paragraph 5, below.

c. Administrative Implementation of Settlement Components 1(b) – 1(d). The settlement components identified in Paragraphs 1(b), 1(c), and 1(d) and described in detail further herein shall be implemented administratively by the Department of Education and Early Development, with the assistance and input of the Moore Collaborative Committee, described in Paragraph 4, below.

d. Duration and Funding of Settlement Components.

i. Subject to appropriation, the four programs identified in Paragraph 1, above, shall be funded initially through a one-time appropriation of \$18 million, of which at least \$6 million shall be used for programs under Paragraph 1(a).

ii. Subject to the requirements of subparagraph (d)(i), the money from the appropriation will be available for allocation to each program as recommended by the

Moore Collaborative Committee described in Paragraph 4, below. The Department will adopt regulations providing for the approval of funding allocations recommended by the Committee.

iii. For Two-Year Kindergarten and Related Pre-Literacy Programs described herein, funding will be provided to eligible participating districts on an up to .75 adjusted ADM basis as if the students participating in the programs were included in the student count for the district.

iv. The parties intend that the programs described in Paragraph 1 shall be managed and appropriations allocated so that the funding is available for at least three years.

v. Any money appropriated for this settlement that has not been obligated to a school district on June 30, 2017, shall lapse. Nothing in this settlement creates an obligation for additional funding.

e. Legislation.

i. During the 2012 legislative session, the parties agree that they will support and promote enactment of appropriation legislation implementing this settlement. CEAAC agrees not to pursue any legislation or appropriation related to the issues in this agreement during the 2012 legislative session except as necessary to implement the terms of the settlement legislation.

ii. The parties do not intend this agreement to either affect the discretion of the legislature to enact comprehensive remedial programs through legislation or to affect the governor's right or discretion to set policy or to veto any legislation.

iii. This agreement does not affect the right of any party to support or oppose legislation in future sessions.

4. IMPLEMENTATION (MOORE COLLABORATIVE COMMITTEE)

a. Purpose.

i. The parties recognize that this Consent Decree cannot encompass all of the details required for implementation of the educational programs that are envisioned and intended by the parties.

ii. The parties further recognize the ongoing need to engage in meaningful collaboration in order to identify barriers to educational success, build local capacity, and implement effective educational programs and practices to address those barriers.

b. Duties and Objectives of the Moore Collaborative Committee.

i. The Moore Collaborative Committee (“Committee”) will be created to recommend and advise as to program design, grant documents, funding allocations and implementation of the programs created in Paragraph 1.

ii. Under regulations adopted by the Department, the Commissioner will provide funding to districts based on the recommendations of the Committee in accordance with state law, unless the Commissioner determines that the recommendations are contrary to the public interest.

iii. The Committee’s role is not limited to the items specifically mentioned in this document. Rather, the Committee is intended as a setting for broad collaboration on establishing and implementing effective programs, as encouraged by the Superior Court in its repeated findings about the need for meaningful collaboration between the Department and districts.

c. Committee Composition.

i. The Committee will have six members, with three appointed by the Commissioner and three by the Executive Director of CEAAC, with a seventh non-voting member as chair appointed by mutual agreement.

ii. The Committee shall meet at least once per year. Meetings will be by teleconference when practicable.

iii. If a meeting by teleconference is not practicable, CEAAC and the Department will pay travel costs and per diem for those Committee members attending meetings away from home, with the costs of the chair split between the parties.

d. Decisionmaking.

i. The Committee shall work through consensus wherever possible.

ii. In the event that a vote is needed,

(1) A quorum of the committee shall require at least two Department-appointed members and two CEAAC-appointed members.

(2) Decisions of the Committee shall require a majority vote of at least 4 committee members, as follows:

a. Where a majority vote of 4 committee members is required, two votes must be from Department-appointed members and two must be from CEAAC-appointed members.

- b. In the event that not all three Department-appointed Committee members or all three CEAAC-appointed Committee members are present, or if one member needs to recuse him/herself due to a conflict, the requirement set forth in subparagraph (d)(2)(a) may be relaxed.
- (3) In the event of a tie vote, decisions of the Committee will be elevated to the Commissioner and the CEAAC Executive Director.
- (4) Should the Commissioner and Executive Director be unable to reach an agreement, the issue will be submitted in writing to a decision maker who is an educational expert chosen by mutual consent. That decision maker will choose the position in whole of one side (last best offer), and his or her decision will be final as to resolution of the Committee's position on that issue.

e. Dissolution of Committee. The Committee will dissolve after three years, or when the initial appropriation related to implementation of this agreement is fully expended, whichever comes later. The parties may by agreement continue the existence of the Committee for an additional three years.

5. TWO-YEAR KINDERGARTEN AND RELATED PRE-LITERACY PROGRAMS. The parties intend that the Two-Year Kindergarten and Related Pre-Literacy Programs identified in Paragraph 1(a) will be structured substantially as follows:

a. Uses/Program Design.

i. **Overview.** A school district with an eligible elementary school may apply to the Commissioner for a grant to provide either:

(1) Voluntary, school-based kindergarten for children at four years of age (referred to herein as "Two-Year Kindergarten"), either through a separate four-year old class or through inclusion of four-year old children into an existing kindergarten classroom. This program is not intended as an early entry to first grade, and children enrolled in the program will be expected to enroll in two years of kindergarten instruction taught by certificated teachers; or

(2) An academic pre-literacy instruction program for four year old children that meets the Program Requirements described in (a)(iii) of this Paragraph, including either a new program or an existing program.

ii. **Program Requirements for Two-Year Kindergarten.** A school that is approved to offer Two-Year Kindergarten will have flexibility for program design, including hours offered in school. However, the program established must be:

- (1) Standards-based;
- (2) A full-year program;
- (3) Designed and implemented to prepare students for school;

(4) Designed and implemented to involve parents as part of the program, with staff duties to include parent engagement activities; and

(5) Staffed with teachers who are certificated by the Department, and who either are certified according to standards adopted by the National Association for the Education of Young Children (NAEYC), or hold a State of Alaska endorsement in Elementary Education or Early Childhood, except that programs with too few students for a separate four year-old classroom may incorporate students into a traditional kindergarten classroom using teaching assistants trained to a NAEYC standard for an aide or who hold an Early Childhood Associate II certificate under 4 AAC 12.390(b), or, if the program is unable to satisfy these requirements, may use a teaching assistant with an Early Childhood Associate I certificate for up to the first two years of the program.

iii. Program Requirements for Pre-Literacy Instruction Programs. As an alternative to establishing a two-year kindergarten program as described above, a District with a qualifying elementary school will have flexibility to identify and design a program of pre-literacy academic instruction in a community that is served by one of the schools identified in Paragraph 3(a). An approved program must be:

- (1) Standards-based;
- (2) A full-year program;
- (3) Designed and implemented to prepare students for school;

(4) Designed and implemented to involve parents as part of the program, including through the inclusion of parent engagement activities in staff duties; and

(5) Staffed with teachers and/or other staff who can demonstrate high academic standards for instruction through means comparable to those described in paragraph 5(a).

iv. Program Effectiveness. Every district implementing either Two-Year Kindergarten or a Pre-literacy Instruction Program shall measure and report student improvement during the program, using pre- and post-assessments of age-appropriate skills relevant to academic success. Districts will track the overall success of students who participate in the programs and make necessary changes if students are not benefiting adequately.

b. Eligibility.

i. Initiation of Program in Qualifying Schools or Communities.

During the time period covered by the program, an approved Two-Year Kindergarten or other qualifying Pre-literacy Instruction Program identified in Paragraph 1(a) may be initiated in elementary schools eligible under Paragraph 3(a), or in the community served by the school, upon approval of a district's application by the Commissioner, except that no new program under Paragraph 1(a) may be initiated in the final year of funding availability under the appropriation identified in Paragraph 3(d).

ii. Duration of Program. Once a Two-Year Kindergarten or Pre-literacy Instruction Program is established in a school or community, the school or community will remain eligible to continue the program as long as the program meets the attendance and parental commitment goals set out in subparagraph (b)(v), continues to meet the requirements of subparagraph (a)(ii) or (a)(iii), and as long as funding remains available from the appropriation in Paragraph 3(d).

iii. Community Support.

(1) School districts must show community support in an application to initiate either Two-Year Kindergarten or a Pre-literacy Instruction Program.

(a) The requisite community support for a Two-Year Kindergarten program may be demonstrated through means including, but not limited to, providing space for the class, passage of resolutions by the school board and other community or tribal organizations, donations or offers of volunteer help, and written statements of intent from parents of children who would attend.

(b) Community support for a Pre-Literacy Instruction Program may be demonstrated in any of the ways identified in paragraph 5(b)(iii)(1)(a), or through evidence showing community support for an existing program that meets the program requirements established in paragraph (5)(a)(iii).

(2) Districts unable to obtain community support for a Two-Year Kindergarten or Pre-literacy Instruction Program may apply for funding from the Targeted Resources Grant Fund under paragraph 1(b) to provide academics and school readiness in existing community pre-school programs.

iv. Commissioner's Discretion. The Commissioner reserves discretion and flexibility in reviewing and approving applications to initiate programs under Paragraph 5 of this Agreement in communities that are split between a proposed program and another program, or when addressing other local issues.

v. Attendance.

(1) Each district applying for Two-Year Kindergarten or a Pre-Literacy Instruction Program must adopt an attendance policy recognizing the need for consistent attendance to make gains in school readiness.

(2) Before each new school year, incoming parents and other program participants must make statements of intent to use the relevant Two-Year Kindergarten or Pre-Literacy Instruction Program, including acknowledgement of the attendance policy. The Department can withdraw funding for programs that cannot show use and support.

(3) After any year when average attendance of four-year old children for whom funding has been provided for either a Two-Year Kindergarten or a Pre-Literacy Instruction Program falls below 85% as measured and averaged each semester, the Commissioner has the discretion to terminate the funding for the program for the following year; however, alternative measures will be designed for small programs where poor attendance by a few children would distort attendance averages.

(4) The Commissioner shall have discretion to consider extenuating circumstances that may have negatively impacted attendance.

(5) A school or community that loses funding due to low attendance may reapply for Two-Year Kindergarten or a Pre-Literacy Instruction Program after a one-year hiatus, if still an eligible school.

c. Funding.

i. As soon as practicable after the start of each school year, the Commissioner shall prepare a list of schools that have approved Two-Year Kindergarten or Pre-literacy Instruction Programs.

ii. In November of each year in which money remains from the appropriation described in Paragraph 3(d), an eligible district that serves four-year-old students in an approved Two-Year Kindergarten at an eligible school, or provides Pre-literacy Instruction Programs in a community served by an eligible school, shall forward to the Director of School Finance at the Department the student count for participants in the program.

(1) For students enrolled in the first year of a Two-Year Kindergarten program, the director will provide funding to the district from the appropriation described in Paragraph 3(d) as if the students were eligible for funding under the public school funding formula in AS 14.17.410 at .75 of a full-day student.

(2) For eligible students being served by a Pre-Literacy Instruction Program for four-year-old children, the director will provide funding as approved by the commissioner, up to the amount that would be generated for the district as if the students

were eligible for funding under the public school funding formula in AS 14.17.410 at .75 of a full-day student

iii. A Two-Year Kindergarten or Pre-Literacy Instruction Program, once started in a school or community, shall continue to be eligible for funding from the appropriation described in Paragraph 3(d) until the appropriation is depleted or lapses, if families use the program and the program meets program requirements, even if overall test scores for the school improve above the eligibility threshold to initiate a program.

iv. If additional schools become eligible for establishment of Two-Year Kindergarten or a Pre-Literacy Instruction Programs during the duration of the program created under Paragraph 1(a), a district may apply to implement such programs in those schools or the community served by those schools as set forth in Paragraph 5(b)(i) if funding remains available from the appropriation described in Paragraph 3(d).

v. Districts implementing Two-Year Kindergarten or a Pre-Literacy Instruction Program shall ensure that the program is provided space and administrative support from funding from a source other than the appropriation described in Paragraph 3(d).

d. Accountability. In addition to the requirements described above, districts shall be responsible for the measures listed under Paragraph 7, "Recipient District Accountability" for any program that receives funding under Paragraph 5 of this Agreement.

6. TARGETED RESOURCES GRANT FUND. It is the intent of the parties that the Targeted Resources Grant Fund identified in Paragraph 1(b) will be structured substantially as follows.

a. Program Description and Eligibility.

i. The fund is a Department-administered grant program to fund projects that are calculated and expected to increase student achievement in underperforming schools. The Committee will designate the maximum amount of money to be awarded in each grant cycle.

ii. The grants may be made available to schools eligible under Paragraph 3(a).

iii. Grants must be designed to address underachievement and should build capacity for districts to allow programs to be sustained beyond the availability of grant funding.

b. Program Design.

i. **Allowable Uses.** Subject to the requirements of this section, grants may

be used for any program that is calculated and expected to increase student achievement in underperforming schools.

(1) In addition to any other allowable use, grants can be used to implement, expand, or support pre-literacy programs, including improving academics in Head Start programs outside the school.

(2) Grants are not allowed for capital projects. However, funds could be used for capital purchases that are integral to the purpose of a grant project, such as equipment used in a culture camp.

(3) This grant fund is not for teacher housing or school buildings.

ii. **Research-Based Programs.** Programs funded by Targeted Resource Grants shall be research-based.

(1) As used here, “research-based” means that the basis of the proposed project has been tested by an independent education lab or equivalent expert authority, or that the project replicates a successful model already used in similar circumstances.

(2) A project must have a clear methodology capable of outcome measurement.

(3) The Department of Education and Early Development will assist districts with literature review and technical advice to review and analyze school improvement research and identify eligible programs, but will not recommend purchase of specific products.

iii. **Program Sustainability.** Grants should include a sustainability component and build district capacity where possible to allow successful programs to continue after grant funding expires.

iv. **Evaluation.** Ten percent of each grant awarded shall be allocated for universities or educational labs to evaluate grant effectiveness, with evaluators to be selected through competitive proposals. Research contracts will be awarded by the Department or by a grant recipient with departmental approval. Funds reserved under this section but ultimately not required for program evaluation may be allocated for grant purposes.

v. **Development of Pre-Written Grant Templates.**

(1) To reduce administrative burden, a number of grant templates for promising research-based initiatives will be prepared with text approved by the Moore Collaborative Committee. For prepared grant templates, local districts must still provide financial information, data showing current student achievement, and locally determined

goals for improvements in those measures, to be approved in grant review.

(2) Grant approval is not limited to grants based on the prepared templates. Innovative grants are also allowed and encouraged.

(3) Grant applications must address current need (status), the target population to be served by the grant program, the program's specific academic or achievement focus, and the measurable outcome goal(s) of the grant.

c. Administration.

i. Grant requests shall be reviewed and analyzed by contractors hired by the Department with approval of the Committee. The contractor may decline to recommend award of a grant if he or she determines that the grant does not meet the requirements established pursuant to this Agreement, or that the goals do not provide for sufficiently substantial improvement.

ii. Once grant requests have been reviewed, the contractor or the Department shall provide the Committee with a complete list of grants to be awarded.

iii. The Department shall administer the grants and disburse the funds.

iv. The Department or the contractor shall annually review grant expenditures, accountability, and match requirements, and shall forward to the Committee a list of all grants that have been discontinued for failure to comply with the requirements of this Agreement or with the grant terms.

v. In the event of a disagreement as to funding, administration or continuation of a grant, the affected district may appeal to the Committee for resolution of the disagreement.

vi. Procedural and programmatic details not addressed herein shall be resolved by the Committee.

d. Funding.

i. **Mechanism.** Initial funding for the Targeted Resources Grant Fund shall be accomplished through the one-time legislative appropriation described in Paragraph 3(d), above.

ii. **District Match.** Grants require a district cash match, which can come from any source otherwise authorized by law. The parties intend that the size of the match will be set on a sliding scale between 10 and 40 percent, to be attached as an exhibit to this Settlement Agreement.

iii. **Capacity/Sustainability.** Grants should build capacity for districts to allow programs to be sustained beyond the availability of grant funding.

iv. **Grant Sunset.** Grants shall have a sunset date with a maximum of four years. However, districts may reapply for a continuation grant before a grant expires to prevent a break in services. Demonstrated success will be a primary factor in considering approval of continuation grants. Nothing in this subparagraph implies that funding will be available other than through the appropriation provided for in Paragraph 3(d).

e. **Accountability.** All grants will include locally-determined measurable goals for improvement in student achievement, in academics, attendance, graduation rates, and/or assessments, all of which will be subject to approval during grant review. Grant projects that cannot meet improvement goals will be discontinued. In addition, districts will be responsible for the measures listed under Paragraph 7, "Recipient District Accountability."

7. **RECIPIENT DISTRICT ACCOUNTABILITY**

a. School boards of districts participating in either the Targeted Resources Grant Fund or Two-Year Kindergarten must adopt accountability policies consistent with the following:

i. **Minimum Benchmarks.** Districts participating in either the Two-Year Kindergarten or Pre-Literacy Instruction Programs must commit to locally-determined benchmarks for gains in underperforming schools, to be approved by the Commissioner. Districts must measure and report both fidelity of program implementation and student improvement. Districts may adopt measures of effectiveness other than the Standards Based Assessments if pre- and post-assessment measures are used.

ii. **Superintendent Accountability.** Each participating district must adopt policies addressing Superintendent accountability for meeting the locally-established benchmarks, and shall incorporate success in meeting those benchmarks as a measure in the superintendent's evaluation.

iii. **Intensive Reading Program.** Participating districts must adopt policies committing to the implementation of all elements of a scientifically-based intensive reading program in underperforming schools, as verified by the Department's coaches.

iv. **District Leaders' Presence in Schools.** Participating districts must assure in writing signed by the superintendent and president of the school board that district leaders regularly visit schools and classrooms to ensure that district-adopted curricula are being taught in each of the classrooms in all underperforming schools and that all elements of the intensive reading program are being implemented.

v. **Signature Requirement.** All of the signature requirements in this section may be satisfied by signatures on the district's grant application(s) provided that grant template(s) and/or application(s) include the specific language of the requirements

set forth in this section.

8. **TEACHER RETENTION GRANT FUND.** It is the intent of the parties that the Teacher Retention Grant Fund identified in Paragraph 1(c) will be structured substantially as follows.

a. Uses/Program.

i. Subject to the appropriation in Paragraph 3(d), the State will establish a competitive teacher retention grant program.

ii. The Teacher Retention Grant Fund is intended to address sources of teacher job dissatisfaction (other than salary), as found in research, particularly those recognized in the 1995 ISER study "Alaska Teacher Supply and Demand" including: inadequate administrative support; problems with student discipline; remoteness, i.e., expensive travel due to accessibility only by air or water; difficulty of finding good housing; requirement to teach several subjects across grade levels in small schools; and difficulty of learning how to teach in rural villages whose languages and cultures differ from that of the majority of teachers.

iii. The program will include model programs that are pre-approved in concept by the Committee and can be automatically approved when applications proposing such programs score high enough relative to other applications to qualify for funding. District grant applications may also propose innovative programs beyond those contained in the pre-approved models.

iv. Particular projects encouraged through grants include:

(1) Teacher professional development, including team-building and other non-academic activities designed to improve staff loyalty and morale;

(2) Summer culture camps to orient teachers to the community and culture in which they will be working and to develop an appreciation for the area;

(3) Adoption and enforcement of student attendance policies;

(4) Use of locally-hired community liaison workers to assist with family communication, language barriers, and discipline and attendance support from home, with funding to be used for stipends matched by volunteer time, not as full-time employment; and

(5) Improvements in teacher housing and quality of life, including structures, communications (fast internet), security, and recreation.

v. It is the intent of the parties that grants shall be allowed for construction and for non-educational uses, as well as used as seed money to access other funding sources.

vi. Notwithstanding that grants are not for teacher salaries, travel expenses and stipends supporting approved projects are allowed.

b. Grant Eligibility.

i. Grants shall be administered through an objective scoring system.

ii. **Simplified process.** It is the parties' intent that the grant application shall be as simple as possible for districts to prepare, so that, whenever possible, the district will only have to fill in data or check boxes. Districts will be able to choose between using prepared grant templates and preparing innovative grants. The text of the grant templates, and the scoring system itself, will be approved by the Moore Collaborative Committee.

iii. Scoring.

(1) A third-party expert contractor approved by the Committee will score the grants and recommend the funding priority.

(2) In the scoring of grant applications, increased points shall be awarded for:

- a. Severity of the teacher turnover problem, with preference given to schools with turnover of 25% or above;
- b. Low school performance on assessments, with preference given to the schools described in Paragraph 3(a);
- c. Proposals that address sources of Alaska teacher job dissatisfaction as found in research;
- d. Likelihood of meaningfully impacting teacher retention;
- e. Ability to leverage other funding sources (e.g. AHFC funds); and
- f. Size of local match.

iv. **Accountability.** In order to be eligible, the school board of any district applying for teacher retention grant funding must adopt the following policies.

(1) **Understanding of discipline expectations.** In light of the relationship between student discipline and teacher turnover, districts must assure in writing, signed by the superintendent and the president of the school board, that:

- a. Students and parents are aware of district-adopted discipline policies and the expectations contained in such policies, and

- b. Staff will support and comply with the adopted discipline policies.

(2) **School board understanding of and compliance with statutes regarding teacher oversight and dismissal.** In light of the relationship between a perceived lack of district support and teacher turnover:

- a. Districts will educate school boards about the boards' appropriate role in teacher oversight and interaction, and
- b. Boards shall expressly acknowledge in writing that they have reviewed state statutes governing teacher dismissal.

c. Funding.

i. Individual grant size and duration depends on programs proposed (for example, large, short-term grants for housing but smaller, longer-term grants for staff development).

ii. All grants awarded under this program shall be for a definite period of time and shall contain a sunset provision.

iii. All grants awarded under this program shall require a local match either in dollars or in contributed hours (for example, for culture camps or school-community liaisons). The size of the required match shall depend on the proposal. The purpose of the match requirement is to demonstrate the district's commitment and belief that the grant will improve teacher retention and student achievement, and to make the program sustainable after the grant period.

d. Administration.

i. Grant requests under this section shall be reviewed and scored by contractors hired by the Department with approval of the Committee. The contractor shall score the applications according to a scoring system determined by the committee and reflecting the factors above, and funding will go to the top-scoring grants so far as funding allocated by the committee allows. The contractor may decline to recommend award of a grant if he or she determines that the grant does not meet the requirements established pursuant to this Agreement, or that the goals do not provide for sufficiently substantial improvement.

ii. Once grant requests have been scored, the contractor or the Department shall provide the Committee with a complete list of grants to be awarded.

iii. The Department shall administer the grants and disburse the funds.

iv. The Department or a department contractor shall annually review grant expenditures, accountability, and match requirements, and shall forward to the

Committee a list of all grants that have been discontinued for failure to comply with the requirements of this Agreement or with the grant terms.

v. In the event of a disagreement as to funding, administration or continuation of a grant, the affected district may appeal to the Committee for resolution of the disagreement.

vi. Procedural and programmatic details not addressed herein shall be resolved by the Committee.

9. **HSGQE REMEDIATION REIMBURSEMENT PROGRAM.** Subject to appropriation, it is the intent of the parties that the HSGQE Remediation Reimbursement Program identified in Paragraph 1(d) will be structured substantially as follows:

a. Uses/Program.

i. **Purpose.** The HSGQE Remediation Reimbursement Program is intended to provide a mechanism to partially reimburse districts for the costs of providing high quality HSGQE remediation to qualifying students.

ii. **Types of Remediation.** Districts will have discretion to identify and implement appropriate remediation activities, and districts shall continue to refine remediation programs and discontinue programs that are not effective. Specific types of remediation activities eligible for reimbursement include sending students to remediation camps, providing tutoring outside of school hours, and providing other intensive remediation to students unable to pass the HSGQE during their junior year. Eligible remediation services can be provided either inside or outside of the district (or through a combination of both).

iii. **Timing.** HSGQE remediation that qualifies for reimbursement may begin in the spring semester of a student's junior year. However, reimbursement for each student is limited to \$3,000 total over the student's attendance in public school, without regard to when the student takes the HSGQE.

b. Funding.

i. The Department shall provide up to \$3,000 for each qualifying student based on documented costs. Districts shall absorb any remediation costs in excess of \$3,000.

ii. This funding shall come from the appropriation described in Paragraph 3(d) and shall continue until the appropriation is depleted or lapses, or until the Moore Collaborative Committee determines that no additional funds should be expended from the appropriation for this purpose. In the event that the Committee determines that no additional funds should be expended from the appropriation for HSGQE remediation

reimbursement under this section, the Committee shall notify all school districts of that decision, and would honor any reimbursement requests for work done prior to the date of the notice.

c. Eligibility.

i. Funding is available to reimburse remediation services provided to juniors or seniors who attended an eligible school under Paragraph 3(a) for at least one full school year during any of their four years of high school and who, by the mid-point of their junior year of high school, had not passed both portions of the HSGQE.

(1) A student remains eligible for reimbursement even if the student no longer attends an “eligible school.”

(2) For each year that the HSGQE remediation program is in place, DEED shall prepare and circulate to all Alaska school districts a list of the forty schools as to which student attendance over the prior four years will qualify an otherwise eligible student for HSGQE remediation grant funding under this provision.

(3) Identification of eligible students shall be a district responsibility; DEED has no obligation to track or identify for districts which students in the district may be eligible for HSGQE remediation reimbursement.

ii. HSGQE remediation reimbursement is only available for students with attendance records of 85% or higher for the previous school year. Excused absences will not be counted against the student, and an appeal process shall allow waivers of the attendance requirement in hardship circumstances. The attendance requirement is intended as an incentive for districts to intervene with truant students.

d. Implementation.

i. Required documentation for reimbursement shall consist of records showing per-student spending on the program. Subject to appropriation, reimbursement to the district will occur upon presentation of documentation to the Department, up to \$3,000 per student for the student’s lifetime. The reimbursement process is intended to be simple and will be approved by the Moore Collaborative Committee.

ii. Students who are not eligible for HSGQE remediation reimbursement may attend the remediation programs without affecting reimbursement for eligible students.

10. **NO DIMINUTION OF OTHER PROGRAMS.** The spending and programs created and described herein are intended to be additional to existing funding and programs. Nothing in this Settlement Agreement is intended to supplant, offset or otherwise diminish State funding and support for or commitment towards existing educational programs. Accordingly, in the event that significant diminution occurs,

CEAAC may withdraw from this agreement, as follows:

a. CEAAC shall retain the right to withdraw until ten business days after the Governor submits his vetoes to the FY 2013 budget, and will only exercise this right if the reduction in funding adversely affects the schools covered by this Agreement disproportionately to other schools, and occurred as a direct result of this settlement Agreement.

b. CEAAC may waive the right to withdraw from the Agreement prior to the deadline established herein. A waiver under this provision must be in writing, signed by CEAAC and its counsel, and submitted to the Department and its counsel.

11. **ATTORNEY'S FEES.** For purposes of this settlement, and in order to further the important educational initiatives established herein, the parties agree that each side shall bear its own fees and costs.

12. **STIPULATION FOR DISMISSAL.** The parties shall stipulate to dismissal with prejudice of all of the claims raised or that could have been raised by plaintiffs in this matter, to be effective on the effective date of the legislation providing for appropriations for the projects described in Paragraph 1 of this Settlement Agreement.

13. **GOOD FAITH IMPLEMENTATION.** The parties agree to work together in good faith to fully implement this Settlement Agreement. In the event that the parties find that modifications to the Agreement are necessary for logistical or other program reasons, the Agreement may be modified in writing by joint agreement of the commissioner and CEAAC.

14. **COUNTERPART SIGNATURES ACCEPTABLE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile copy of any signature shall be deemed fully enforceable as an original.

Accepted for Plaintiffs:

Date

Brad Allen, Superintendent
Kuspuk School District
Plaintiff

Date

Robert Picou, Superintendent
Bering Strait School District
Plaintiff

Date

Howard Diamond, Superintendent
Yupiit School District
Plaintiff

January 26, 2012
Date

Charles Wohlforth
CEAAC Executive Director
Plaintiff

Accepted as to Form:

1/26/2012
Date

Howard S. Trickey, Esq.
Counsel for Plaintiffs

Accepted by Defendant State of Alaska:

1/19/2012
Date

Mike Hanley, Commissioner
Alaska Department of Education
and Early Development
Defendant

Accepted as to Form:

1/19/2012
Date

Richard Svobodny, Esq.
Acting Attorney General
for the State of Alaska

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

KRISTINE MOORE, et al.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
STATE OF ALASKA,	)	
	)	
Defendant.	)	
	)	Case No. 3AN-04-9756 CI

**Modified Index Scores
3 Year Value
All Schools**

District Name	School ID	School Name	2011 Index	2010 Index	2009 Index	3 Yr Avg
Kuspuk	290020	Crow Village Sam School	75.29	88.94	47.88	70.70
Alaska Gateway	30070	Tetlin School	57.78	80.00	78.89	72.22
Northwest Arctic	370060	McQueen School	76.55	72.17	71.58	73.44
Yukon Flats	510010	Arctic Village School	76.48	79.62	64.67	73.59
Lower Yukon	320120	Pitkas Point School	78.10	93.33	50.00	73.81
Yukon-Koyukuk	520050	Kaltag School	64.09	76.53	83.75	74.79
Lower Kuskokwim	310030	Joann A. Alexie Memorial School	69.12	83.65	72.45	75.07
Lower Yukon	320150	Sheldon Point School	68.33	78.13	79.16	75.20
North Slope	360090	Meade River School	63.47	95.38	66.79	75.21
Yukon Flats	510040	Tsuk Taih School	81.67	65.56	78.89	75.37
Southwest Region	450120	Twin Hills School	79.00	64.29	83.33	75.54
Yupit	540010	Akiachak School	68.22	82.58	77.69	76.16
Yupit	540040	Tuluksak School	81.16	75.37	73.87	76.80
Bering Strait	70050	Diomedede School	72.64	78.00	81.25	77.30
Northwest Arctic	370210	Davis-Ramoth School	79.77	74.73	78.93	77.81
Lower Kuskokwim	310250	Nelson Island Area School	72.92	82.00	80.07	78.33

Lower Kuskokwim	310120	Chief Paul Memorial School	76.73	81.13	78.45	78.77
Lower Kuskokwim	310040	Nightmute School	81.57	82.55	72.53	78.88
Lower Kuskokwim	310130	Ayagina'ar Elitnaurvik	79.05	84.39	74.97	79.47
Northwest Arctic	370110	Shungnak School	71.92	86.55	80.15	79.54
Northwest Arctic	370070	Kobuk School	79.30	84.12	75.97	79.80
Lower Kuskokwim	310200	Lewis Angapak Memorial School	71.23	84.65	85.16	80.35
Yukon Flats	510070	Fort Yukon School	86.42	90.03	65.00	80.48
Lower Yukon	320110	Pilot Station School	81.53	81.82	78.56	80.63
Lower Kuskokwim	310080	Chaputnguak School	71.78	84.36	86.19	80.78
Yukon-Koyukuk	520030	Johnny Oldman School	89.52	84.13	69.38	81.01
Bering Strait	70010	Brevig Mission School	75.36	86.97	82.28	81.54
Kuspuk	290030	Johnnie John Sr. School	83.89	95.00	66.19	81.69
Lower Yukon	320050	Marshall School	79.68	93.14	72.77	81.86
North Slope	360050	Nuiqsut Trapper School	79.91	82.65	83.75	82.10
Bering Strait	70180	Gambell School	80.83	84.25	82.99	82.69
Lower Yukon	320080	Kotlik School	79.49	88.57	80.04	82.70
Lower Kuskokwim	310140	Ket'acik/Aapalluk Memorial School	79.37	89.19	79.79	82.78
Lower Kuskokwim	310090	Eek School	81.60	87.67	79.31	82.86
Lower Kuskokwim	310190	Ayaprun School	67.09	93.35	88.18	82.87
Southeast Island	440270	Naukati School	87.22	86.11	76.43	83.25
Bering Strait	70120	Tukurngailnguq School	74.01	89.82	85.96	83.26
Bering Strait	70150	Wales School	79.87	85.17	85.00	83.35
Bering Strait	70200	Hogarth Kingeekuk Sr. Memorial School	77.09	90.91	82.38	83.46
Lower Yukon	320140	Scammon Bay School	78.01	90.50	82.09	83.53

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

KRISTINE MOORE, et al.	)	
	)	
Plaintiffs,	)	
	)	
VS.	)	
	)	
STATE OF ALASKA,	)	
	)	
Defendant.	)	
		Case No. 3AN-04-9756 CI

**Modified Value Table for Determination of
the Modified School Growth Index**

Previous Year Level	Current Year Level						
	FBP-	FBP+	BP-	BP+	Pro	Pro+	Adv
FBP-	60	90	120	150	180	205	230
FBP+	40	70	100	130	160	185	210
BP-	20	50	80	110	140	165	190
BP+	0	30	60	90	120	145	170
Pro	0	10	40	70	100	125	150
Pro+	0	0	20	50	80	105	130
Adv	0	0	0	30	60	85	110

KRISTINE MOORE, et al.)
)
 Plaintiffs,)
)
 vs.)
)
 STATE OF ALASKA,)
)
 Defendant.)
) Case No. 3AN-04-9756 CI

District Size	Match Requirement
Under 300	10%
301-1000	20%
1001-3000	30%
Above 3000	40%