PDE-3113H (3/13)

Federal ID #

**CFDA #**84.367 Improving Teacher Quality

**COMMONWEALTH OF PENNSYLVANIA**

**PENNSYLVANIA DEPARTMENT OF EDUCATION**

MEMORANDUM OF UNDERSTANDING

This Memorandum, #\_\_\_\_\_\_\_\_\_, made by and between the Pennsylvania Department of Education, 333 Market Street, Harrisburg, PA 17126‑0333, hereinafter referred to as Department, and

The Institution Name , hereinafter referred to as University.

WITNESSETH

WHEREAS, the Department publishes and disseminates Eligible Partnerships Postsecondary Grant Application (EPPGA) guidelines for institutions of higher education to compete for federal funds available under Title II, Subpart 3 of No Child Left Behind of 2001 (P.L. 107-110).

WHEREAS, the Department will provide the University an opportunity to

1. Implement a statewide partnership that includes a network of IHEs and LEAs; other partners may also participate; at least one high-need district must be a partner in activities; a list of high-need schools and districts is available on PDE’s web site at [Eligible Partnership Grant Documents](http://www.education.state.pa.us/portal/server.pt/community/competitive_grants/7462/eligible_partnerships_program_-_higher_education/506824); the partnership will work to:

* Result-oriented focus on principal impact on schools;
* Combines coursework with supervised practicum experiences through a highly selective participant process open only to those educators whose primary objective is to serve as a principal in one of Pennsylvania’s high-need preschool and/or elementary schools;
* Provides intensive coaching and/or mentoring for participants during their site-based practicum learning experiences (residencies, internships);
* Integrates academic and practical learning;
* Includes structured post-licensure support to accelerate early career development;
* Uses multiple measures of assessment of learning growth[[1]](#footnote-1):
* Embraces the National Association of Elementary School Principals (NAESP) *Leading Pre-K-3 Learning Communities* Competencies for Effective Principal Practices listed below:
* Competency 1: Embrace the Pre-K-3 Early Learning Continuum
* Competency 2: Ensure Developmentally-Appropriate Teaching
* Competency 3: Provide Personalized, Blended Learning Environments
* Competency 4: Use Multiple Measures of Assessment of Learning Growth
* Competency 5: Build Professional Capacity Across the Learning Community
* Competency 6: Promote Schools as a Hub of Learning for Families and Communities
* Builds upon the Pennsylvania’s Inspired Leadership (PIL) four domains[[2]](#footnote-2) as follows:
* Domain 1: Strategic/Cultural Leadership
  + - Domain 2: System Leadership
    - Domain 3: Leadership for Learning
    - Domain 4: Professional and Community Leadership
* Follows the Framework for Leadership/Act 82 PIL Crosswalk

WHEREAS, Sections 501 and 502 of the Administrative Code of 1929 (71 P.S. Sections 181 and 182) require Commonwealth departments and agencies to coordinate their work and activities with other Commonwealth departments and agencies;

NOW, THEREFORE, the parties hereto set forth their understanding as follows:

I. Scope of Instructional Services ‑ The University shall implement the goals, objectives, and activities in accordance with the Project Abstract (PDE-3118) and application narrative marked “Exhibit A” and made a part hereof.

II. Term of Memorandum ‑ This Memorandum shall take effect on July 1, 2016 and shall continue until September 30, \_\_\_\_\_\_.

III. Payment ‑ The Department will pay to the University a sum of $ **\_\_\_\_**. Ten percent (10%) of this amount shall be withheld and released to the University after all reporting requirements as set forth in Section VI of this Memorandum have been satisfied by the University. After the University’s account has been activated by the Labor, Education and Community Services (LECS) Comptroller's Office, monthly payments over the term of this Memorandum will be received. The LECS has the authority to make periodic adjustments to monthly payments for this Memorandum to stay within acceptable federal guidelines for management of cash on hand. Payment will be disrupted if the University fails to submit quarterly Reconciliation of Cash on Hand forms (PDE‑2030) or if the University is delinquent in filing a Final Completion Report (PDE‑2032) for this or any other federal project administered by the Department.

IV. Responsible Officials ‑ The Higher Education Associate for the Eligible Partnerships Program shall communicate on behalf of the Department with the University’s project director designated on the Project Abstract in "Exhibit A."

V. Use of Funds ‑ An approved budget marked "Exhibit B" is made a part hereof. The University shall use funds provided under this Memorandum for the activities, services and costs approved by the Department and set forth in "Exhibits A and B." If it becomes necessary for the University to modify program activities, the University will contact the Higher Education Associate for the Eligible Partnerships Program before said modifications may be implemented. Budget revisions shall be approved by Eligible Partnerships Program staff prior to incurring any expenses (a) if any line item or column total exceeds the original approved budget by 20% or more or (b) a new object code is used (that is, an amount was not previously entered in that object code).

Any hardware, software, and firmware product purchased under this Memorandum shall be able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

The University may not spend or obligate these funds outside of the term of this Memorandum as noted in Section II above. In no event shall funds be used in a manner or for purposes contrary to those allowed under Subpart 3—Subgrants to Eligible Partnerships of the No Child Left Behind Act of 2001, which reauthorized the Elementary and Secondary Education Act of 1965, 34 C.F.R. Part 76 and all relevant federal and state statutes, rules and regulations and guidelines. In no case shall these funds be commingled with funds from other sources.

All funds not expended or obligated shall be returned to LECS by the University within 90 days after this Memorandum is terminated.

VI. Reporting ‑ The University shall file the following reports with either the Department or the LECS as noted below:

| REPORT | DUE DATE(S) | FILED WITH |
| --- | --- | --- |
| Reconciliation of Cash on Hand (PDE-2030) | 10 days after each calendar quarter once payment begins | Comptroller’s Office  (Electronic submission) |
| Final Completion Report (PDE-2032) | November 1, 2017 and November 1, 2018 after all funds have been obligated | Division of Professional Education and Teacher Quality |
| Audit Information | Nine months after expiration of contract/memorandum of understanding | Bureau of Audits and the Division of Professional Education and Teacher Quality |
| Progress Report (PDE-3810E) | Due at the end of each calendar quarter after the project begins | Division of Professional Education and Teacher Quality |
| Program Evaluation (PDE-3810) | 30 days after project ends | Division of Professional Education and Teacher Quality |

If samples of the evaluation instrument(s) the University intends to use to evaluate the program are not on file with the Division of Professional Education and Teacher Quality, the University agrees to provide copies to the division within six months of the effective date of this Memorandum.

The audit requirement of this Memorandum will be satisfied if a single audit is performed. If the single audit report contains no current year findings and no status of prior audit findings pertaining to federal funds, the University will provide copies of the certificate of audit and a data collection form to the offices noted above. In the event the audit report contains findings related to federal funds, the University will provide copies of an audit report package to the offices noted above. An audit report package includes the following:

* Certificate of Audit and Data Collection Form;
* Financial statements and schedule of expenditures of federal awards;
* Auditor’s reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs;
* Summary schedule of prior audit findings;
* Corrective action plan; and

Management letter comments.

VII. Private, Non‑profit School Participation ‑ Private, non‑profit schools shall be given an opportunity to participate in project activities in a manner consistent with the number and needs of teachers/students in participating LEA(s). If a private, non‑profit school participates, the University shall consult with and continue to consult with appropriate school officials regarding the development and implementation of project activities under this Memorandum.

VIII. Subcontracting ‑ Subcontractors shall be under the direct control or supervision of the University. The University may neither subcontract project activities without the approval of the Department nor may it assign any interest in this Memorandum to another party, except for goods, consulting services, supplies, materials or equipment required for implementation of this Memorandum.

If the University subcontracts with any local education agency (LEA), public or private agency, organization or association or any other institution of higher education (IHE) to deliver any of the project activities described in "Exhibit A," the University shall make certain that the subcontractor conducts activities in a manner consistent with this Memorandum. Any instructional services provided to private, non‑profit school teachers may be provided only by employees of the University or through a subcontract with an IHE, LEA, individual, association, agency, institution or corporation independent of the private, non‑profit school(s) of any religious organization.

In accordance with 34 C.F.R. Section 76 and Subpart 3—Subgrants to Eligible Partnerships of the No Child Left Behind Act of 2001, which reauthorized the Elementary and Secondary Education Act of 1965, private, non‑profit schools located within boundaries of an LEA shall be provided with secular, neutral and non‑ideological professional development activities that assure equitable participation in project activities (as compared to teachers/students in participating LEA(s)).

Title to and administrative control of supplies, materials or equipment purchased under this Memorandum shall remain with the University, except when the purchased resources are to become the property of the participating LEAs for the improvement of teaching and learning. Supplies, materials and equipment used by private, non‑profit schools shall be used for improving teaching and learning (teachers and students) and not for aiding the school itself. Such funds shall be used to supplement the services, which would, in the absence of Subchapter II funded services, be available to children enrolled in the private school.

IX. Records ‑ The University shall maintain records, which document:

* Project expenditures, including, but not limited to, accounting records, invoices, purchase orders, payroll, correspondence and other records needed for auditing the project.
* Project costs provided from other funding sources.
* Time and effort records (or similar documentation) demonstrating the time employees, who are only partially compensated by these funds, have spent in providing services under this Memorandum.
* Project participants by school.
* Consultations with private, non‑profit school(s).
* Equitable private, non‑profit school participation.
* Services provided to private, non‑profit schools were supplemental and were not aiding the private school.
* Evaluation results and whether or not project objectives and performance standards were met.
* The filing of all reports cited in Section VI of this Memorandum.

The University shall retain records (1) for at least three years after this Memorandum expires, (2) until all pending audits or reviews concerning the University’s activities under this Memorandum have been completed, and (3) until all findings and recommendations arising out of audits or reviews have been resolved.

The University shall provide the Department, LECS and others access to records pertaining to project activities implemented under this Memorandum.

X. The PDE reserves the right to audit the provision of services and the expenditure of funds under this Memorandum. The University will provide the auditor selected by the PDE with full and complete access to all records related to the performance of this Memorandum and to all persons and employees who were involved in the performance of this Memorandum.

XI. Right to Know Law 8-K-1580

a. The University or its subgrantee(s) understand that this grant agreement and records related to or arising out of the grant agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the University’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this grant agreement, it shall notify the University or its Subgrantee using the legal contact information provided in the grant agreement. The University or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the University’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this grant agreement that may be in University’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), University or Subgrantee shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in University’s or Subgrantee’s possession arising out of this grant agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this grant agreement.

d. If University or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that University or Subgrantee considers exempt from production under the RTKL, University or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of University or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the University or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, University or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the University or Subgrantee fails to provide the Requested Information within the time period required by these provisions, University or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of University’s or Subgrantee’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the University or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The University or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the University or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of University’s or Subgrantee’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, University or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

i. The University’s or Subgrantee’s duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the University or Subgrantee has Requested Information in its possession.

XII. "The American With Disabilities Act" ‑ The University understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in project activities provided under this Memorandum. As a condition of accepting and executing this Memorandum, the University agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of "The American With Disabilities Act" which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through memoranda or contracts with outside universities.

XIII. Federal Assurances ‑ In conjunction with the delivery of project activities, the University agrees not to discriminate in accordance with 34 C.F.R. Parts 100, 104 and 106 and 45 C.F.R. Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age), the Civil Rights Act of 1870, as amended (42 U.S.C. Sections 1981 et seq.) and the Federal Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101‑6107). Project activities shall be delivered in accordance with the Fair Labor Standards Act (29 U.S.C. Sections 201‑219), Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. Sections 1437(c), and 1437(f), 4601, 4602, 4621‑4633, and 4655), Equal Pay Act (29 U.S.C. Section 206), 34 C.F.R. Parts 76, 80, 82, 98 and 99, and Office of Management and Budget Circulars A‑87, A‑102, A‑110, A‑128 and A‑133, as applicable. In addition, the University certifies that it is acting in compliance with the provisions of 34 C.F.R. Part 85 (relating to debarment and suspension), 20 U.S.C. Section 3224(a) (relating to drug and alcohol abuse prevention programs), 31 U.S.C. Section 1352 (relating to lobbying). The University further assures that its employees and officials, whose principal employment is in connection with an activity funded with federal grant money, shall not engage in any political activity barred by the Hatch Act, 5 U.S.C. Sections 1501 et seq.

XIV. Gun Free Schools Act of 1994 - In accordance with the Gun Free Schools Act of 1994, 20 U.S.C. §8921, et seq., the University assures that it is complying with 24 P.S. §13-1317.2.

XV. Termination of Memorandum ‑ The Department may terminate this Memorandum if funds are insufficient or unavailable to meet the full amount. The Department shall deliver to the University a Notice of Termination specifying (a) the reason for termination and (b) the effective date of termination. The University shall be compensated for work performed and services provided prior to the date of Notice of Termination up to the amount of funds available, but only if the University has met all remaining provisions of this Memorandum.

XVI. Disputes ‑ Any dispute arising under this Memorandum shall be submitted to the Office of General Counsel of the Commonwealth of Pennsylvania for resolution.

XVII. No Contractual Rights ‑ This Memorandum is not intended to nor does it create any contractual rights or obligations with respect to the signatory agencies or any other parties.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding:

**FOR THE DEPARTMENT: FOR THE UNIVERSITY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_**

**Deputy Secretary for Date President or Appropriate Date**

**Postsecondary and Higher Designee**

**Education**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Chief Counsel Date University Legal Counsel Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Comptroller's Office Date Comptroller’s Office Date**

**OFFICE OF GENERAL COUNSEL:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_**

**Deputy General Counsel Date**

**Exhibit A**

PDE-3118 (2/13)

**Eligible Partnerships Program**

**Project Abstract**

Instructions: Complete Appendix B, place on top of application, and mail application to: Pennsylvania Department of Education, Bureau of School Leadership and Teacher Quality, Division of Professional Education and Teacher Quality, 333 Market Street 12th Floor, Harrisburg, PA 17126-0333. Complete all shaded areas in this document.

1. APPLICANT:

PROJECT DIRECTOR’S NAME

TITLE

INSTITUTION NAME

MAILING ADDRESS 1

MAILING ADDRESS 2

CITY STATE ZIP

(     )

TELEPHONE

(     )

FAX

EMAIL ADDRESS

2. TYPE OF INSTITUTION (CHECK ONE):

00 STATE UNIVERSITY

01 STATE RELATED COMMONWEALTH

02 COMMUNITY COLLEGE

03 PRIVATE STATE-AIDED

04 PRIVATE COLLEGE/UNIVERSITY

05 ASSOCIATION

06 SCIENCE MUSEUM

07 ALLIANCE/COLLABORATIVE

08 OTHER NON-PROFIT ORGANIZATION

SPECIFY:

3. Preparation Program: Future Principals

4. CONTENT FOCUS OF PROFESSIONAL DEVELOPMENT DEDICATED TO PENNSYLVANIA’S INSPIRED LEADERSHIP (PIL)

Domain 1: Strategic/Cultural Leadership

Domain 2: System Leadership

Domain 3: Leadership for Learning

Domain 4: Professional and Community Leadership

5. PROJECT TITLE:

1. BRIEF ABSTRACT OF PARTNERSHIP ACTIVITIES:
2. CONCISELY LIST AND DESCRIBE GOALS, OBJECTIVES, AND ACTIVITIES OUTLINED IN APPLICATION NARRATIVE (As iterated in section 1.1 of the guidelines)

| **Goal Number(s)** | **Description of Goal(s)** | **Objective Number(s)** | **Description of Objective(s)** | **Activity Number(s)** | **Description of Activity(ies)** |
| --- | --- | --- | --- | --- | --- |
| **Result-oriented focus on principal impact on schools.** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Combines coursework with supervised practicum experiences through a highly selective participant process open only to those educators whose primary objective is to serve as a principal in one of Pennsylvania’s high-need preschool and/or elementary schools.** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Provides intensive coaching and/or mentoring for participants during their site-based practicum learning experiences (residencies, internships).** | | | | | |
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| **Integrates academic and practical learning.** | | | | | |
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| **Includes structured post-licensure support to accelerate early career development.** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Uses multiple measures of assessment of learning growth** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Builds upon the Pennsylvania’s Inspired Leadership (PIL) four domains** **as follows:**  **o Domain 1: Strategic/Cultural Leadership**  **o Domain 2: System Leadership**  **o Domain 3: Leadership for Learning**  **o Domain 4: Professional and Community Leadership** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Follows the Framework for Leadership/Act 82 PIL Crosswalk** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **In addition to the above guidelines please explain how your institution is addressing the following:** | | | | | |
| **Build Professional Capacity Across the Learning Community** | | | | | |
|  |  |  |  |  |  |
| **EVALUATION:** | | | | | |
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|  |  |  |  |  |  |
| **REPORTING:** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **GRANT ADMINISTRATION AND OVERSIGHT:** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

8.FUNDING REQUESTED:$       $

FIRST CYCLE SECOND CYCLE

9.ANTICIPATED DATES:

| Cycle 1 | Start Date: July 1, 2016 | End Date: September 30, 2017 |
| --- | --- | --- |
| Cycle 2 | Start Date: July 1, 2017 | End Date: September 30, 2018 |

10.NUMBER OF PARTICIPATING PARTNERS:

| NUMBER OF PARTICIPATING LEA(S) |  |
| --- | --- |
| NUMBER OF PARTICIPATING IHE(S) |  |
| NUMBER OF PARTICIPATING NONPUBLIC SCHOOLS |  |
| NUMBER OF OTHER COLLABORATING PARTNERS |  |
| TOTAL NUMBER OF PARTNERS |  |

11.ATTACH A SEPARATE LIST OF PARTNERS PARTICIPATING IN CYCLE ONE ACTIVITIES; GROUP NAMES BY LEA(S), NONPUBLIC SCHOOLS, HIGHER EDUCATION INSTITUTIONS, AND OTHER COLLABORATING PARTNERS.

12.REPORT THE NUMBER OF INDIVIDUALS WHO ARE PROJECTED TO PARTICIPATE IN CYCLE ONE ACTIVITIES:

| NUMBER OF PARTICIPANTS PROJECTED FOR THE FIRST CYCLE’S ACTIVITIES | | | | |
| --- | --- | --- | --- | --- |
| PARTICIPANTS | PUBLIC SCHOOLS | NONPUBLIC  SCHOOLS | **HIGHER EDUCATION** | **TOTALS** |
| HIGHER EDUCATION INSTITUTIONS: |  |  |  |  |
| * School/College of Education Faculty (do not include future principals supervisors) |  |  |  |  |
| * Future Principal Supervisors |  |  |  |  |
| * Future Principals (students) |  |  |  |  |
| * Arts and Science Faculty |  |  |  |  |
| LOCAL EDUCATION AGENCIES: |  |  |  |  |
| * Principals/Assistant Principals |  |  |  |  |
| * Other (Specify) |  |  |  |  |
| NONPUBLIC SCHOOLS: |  |  |  |  |
| * Principals/Assistant Principals |  |  |  |  |
| * Other (Specify) |  |  |  |  |
| TOTALS |  |  |  |  |

**13. CERTIFICATION BY AUTHORIZED OFFICIAL OF LEAD HIGHER EDUCATION INSTITUTION THAT THE INFORMATION INCLUDED IN THIS PROJECT ABSTRACT AND THE COMPETITIVE APPLICATION ARE TRUE AND CORRECT.**

     

**NAME TITLE**

     

**SIGNATURE DATE**

1. The executive summary document can be found at [National Association of Elementary School Principals Competencies](http://www.naesp.org/llc). [↑](#footnote-ref-1)
2. For the complete document see [Pennsylvania's Inspired Leadership Domains](http://www.education.pa.gov/Documents/Teachers-Administrators/Educator%20Effectiveness/Principals%20and%20CTC%20Directors/Principal%20Effectiveness%20Framework%20for%20Leadership.pdf). [↑](#footnote-ref-2)