

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 664

Approved December 17, 2012

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following sole source contract awards by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Debra Hazian	\$ 36,120.00
Discovery Education	\$ 7,960.00
United Providence (UP!)	\$ 3,000,000.00

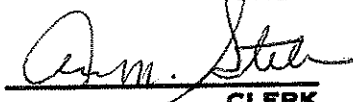
IN CITY COUNCIL

DEC 06 2012

READ AND PASSED



PRES.



CLERK

I HEREBY APPROVE.


Mayor

Date: 12/17/12

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island
Office of the Internal Auditor

November 13, 2012

Ms. Anna Stetson
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Madame Clerk:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council's Education Committee for approval. Subsequent to the approval of these contract awards by the City Council, these items will be forwarded to the Board of Contract & Supply for its approval.

- Sole source contract award by the school department to *Debra Hazian* in an amount not to exceed \$36,120.
- Sole source contract award by the school department to *Discovery Education* in an amount not to exceed \$7,960.
- Sole source contract award by the school department to *United Providence (UP!)* in an amount not to exceed \$3,000,000.

If you have any questions or concerns regarding any of these items, please contact me. Thank you for your consideration with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", is written over a horizontal line.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Public Property
Judith Petrarca, Purchasing Director – School Department
Jake Bissailon, City Council Chief of Staff

ANGEL TAVERAS
Mayor

SUSAN F. LUSI, Ph.D.
Superintendent



Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

October 24, 2012

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

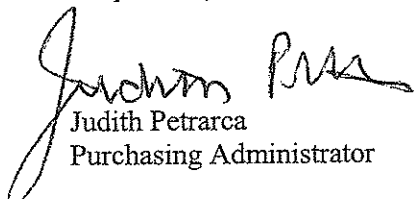
Dear Mayor Taveras:

The Providence School Department/ Office of Communications-Federal programs-Title I respectfully requests the Board of Contract & Supply **approve entering into a contract with Debra Hazian in an amount not to exceed \$36,120.00.**

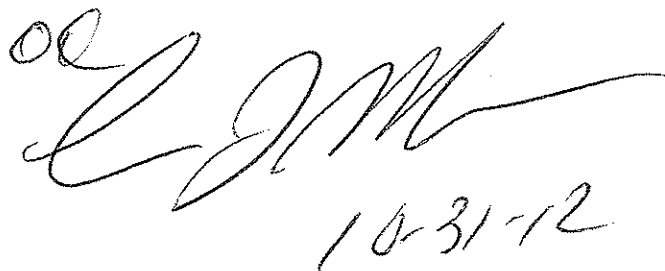
The consultant, Debra will support the Communications Director and other District staff in the form of written materials, interviews, meeting participation and research necessary to conduct the business of internal and external communications, media relations, event support and other communications/community relations functions as needed.

Funds are available in account: Title I. *ACV*

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 / 0 %


10-31-12



Routing Information: Initial/date			
Budget Office _____	Senior Staff _____		
Purchasing Adm <u>POA</u>	Chief Financial Officer _____	Purchasing Adm _____	
Contract/Agreement Transmittal Form			

Please attach this form to your proposed contract/agreement/grant proposal when submitting it for approval.

Providence School Department:		Contracting Party:	
Contact Person:	<u>Christina O'Reilly</u>	Organization:	<u>N/A</u>
Department/School:	<u>Communications</u>	Contact Person:	<u>Debra Hazian</u>
Phone #:	<u>401-278-0592</u>	Address:	<u>12 Bayberry Rd, Cranston, RI 02920</u>
		Phone # :	<u>401-944-5363</u>
Proposed School Board Agenda Submission Date: <u>10/22/12</u>			
Proposed Board of Contract & Supply Submission Date (contracts of \$5000 or more) <u>11/5/12</u>			
Have you provided a copy of the PSD Travel Expense Guidelines for Consultant Services with consultant so the consultant is aware of reimbursement limitations and requirements and the method for submitting appropriate receipts and forms?		Yes	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>
1. Do you have existing funds and an existing budget code to pay this cost?		Yes	<input checked="" type="checkbox"/> N/A <input type="checkbox"/>
2. Budget Codes: _____ /Source <u>Title I (pending full approval)</u>			
Requisition #: _____			
3. Desired Start Date: <u>9/1/12</u>			
Have you secured any necessary building service requirements (e.g. building open on non-work day or after hours, food service requirements, security, substitutes, etc.) with appropriate department?		Yes	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>
REVIEWED AND APPROVED:			
Originator's Signature <u>Christina A. O'Reilly</u>		Date <u>10/18/12</u>	
Budget Office Signature <u>[Signature]</u>		Date <u>10/22/12</u>	
Authorized Signature (Senior Staff) <u>[Signature]</u>		Date <u>10/22/12</u>	

The Providence School District, hereinafter referred to as "District," and independent contractor, Debra S. Hazian, hereinafter referred to as "Consultant," enter into a contract on this the 16th day of October, 2012 for the provision of consultant services.

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

Support to Communications Director and other District staff in the form of written materials, interviews, meeting participation and research necessary to conduct the business of internal and external communications, media relations, event support and other communications/community relations functions as necessary.

The Consultant must adhere to accountability requirements that include providing District staff with a full report of service delivery, listing full accounting of hours spent on-site and off-site on PPSD Communications efforts, including itemized deliverables executed on behalf of the District.

2. Unless discontinued earlier by District, the services are to be performed at the following times and places: Consultant to work on-site as needed, with flexibility to work off-site for an average of no more than 24 hours per week, based on the needs of the District, from September 1, 2012 through June 30, 2013.
3. District agrees to pay Consultant a fee not to exceed \$36,120, as compensation for services rendered. This amount is inclusive of expenses for materials, supplies, transportation, lodging, and meals for all on-site and off-site planning and preparation. Consultant shall not be paid in advance.

Fee Schedule: \$35/hour, no more than 24 hours averaged per week, over 43 weeks September 2012 through June 2013. Consultant to bill weekly with daily accounting of time spent and deliverables.

4. This agreement shall be in effect from September 1, 2012 to June 30, 2013, unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Consultant may not assign this contract to a third party without the written consent of the District. Consultant must conduct a criminal background check, at the Consultant's expense, of all employees employed under this contract, except District employees.

Consultant is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant understands products produced as a result of this contract are the sole property of the District and may not be used by Consultant without the express written permission of the District.

Consultant agrees to hold District harmless from any and all damages incurred by District by reason of Consultant's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this contract, effective the date first herein written.

Providence Public School Department

Superintendent: _____
or
Chief Financial Officer: _____
Date: _____

Consultant: Nelma S. Hagian
Date: October 18, 2012

Social Security/Federal Tax ID Number: 038-34-2072

Approved as to form and correctness:

Jeffrey M. Padwa 10/17/12
Jeffrey M. Padwa, City Solicitor

Signature of PSD Staff Contact

Person: Christina G. O'Reilly
Phone Number: 401-278-0592

Date of Board Approval: _____
(For contracts of \$5,000 or more)

ANGEL TAVERAS
Mayor

SUSAN F. LUSI, Ph.D.
Superintendent

Providence Schools

Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

October 26, 2012

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

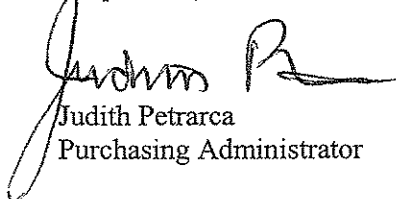
The Providence School Department/Federal Programs-Title I respectfully requests the Board of Contract and Supply to **approve payment to Discovery Education in an amount not to exceed \$7,960.00.**

Discovery Education will provide access to all Providence high school teachers and students to video segments, images, audio files, lesson plans and quizzes which support the District Science Curriculum Frameworks in Biology, Chemistry and Physics. This service is an on-line digital curriculum resource. This is a continuation of a service that already exists in the District. (Please see enclosed contract for further details.)

Federal funds for this project are regulated by the Department of Education. The Federal Office of the School Department is merely the custodian of the funds, and the School Department requests the Board of Contract and Supply approve this purchase.

Funding is available in account code -**Title I.** ACV

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ _____ 0 % _____ 0

OC 
10-31-12

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's college's and universities, and in their chosen professions.

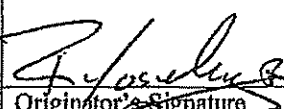
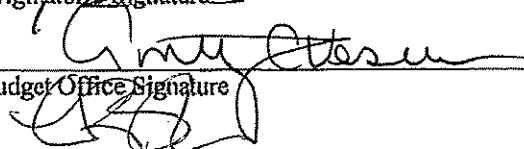


Routing Information: Initial/date.

Budget Office _____ Senior Staff _____
 Purchasing Adm DS Chief Financial Officer _____ Purchasing Adm _____

Contract/Agreement Transmittal Form

Please attach this form to your proposed contract/agreement/grant proposal when submitting it for approval.

Providence School Department:		Contracting Party:	
Contact Person:	Mr. Rudolph Moseley	Organization:	Discovery Education Streaming
Department/School:	Science Office – Department of Teaching & Learning	Contact Person:	Stacey Bennett Regional Account Manager
Phone #:	401.456.9386	Address:	1 Discovery Place Silver Spring, MD 20910
		Phone # :	1-240-662-6716 Stacey_Bennett@discovery.com
Proposed School Board Agenda Submission Date: September 10, 2012 Proposed Board of Contract & Supply Submission Date (contracts of \$5000 or more): August 20 th , 2012			
Have you provided a copy of the PSD Travel Expense Guidelines for Contractor Services with Contractor so the Contractor is aware of reimbursement limitations and requirements and the method for submitting appropriate receipts and forms?		Yes	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>
1. Do you have existing funds and an existing budget code to pay this cost? 2. Budget Codes/Source: *Contingent upon Federal Funding /Title I SL 3. Desired Start Date: September 01, 2012		Yes	<input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Have you secured any necessary building service requirements (e.g. building open on non-work day or after hours, food service requirements, security, substitutes, etc.) with appropriate department?		Yes	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>
REVIEWED AND APPROVED:			
 Originator's Signature		Rachel Millen Date 10.5.12 10/22/12	
 Budget Office Signature		Date 10/26/12 10/22/12	
Authorized Signature (Senior Staff)		Date	

The Providence School District, hereinafter referred to as "District," and independent contractor, Discovery Education hereinafter referred to as "Contractor," enter into a contract for the period of September 1, 2012 through August 31, 2013 for the provision of Contractor services. District agrees and acknowledges this contract is in addition to the Subscriber Agreement dated 7/16/12 between the parties.

1. District agrees to engage Contractor, and Contractor agrees to provide District with a license to access Discovery Education *Streaming* subject to the terms and conditions of the Subscriber Agreement attached hereto and incorporated herein as Attachment 1:
 - a. The Contractor will provide access to all Providence high school teachers and students access to video segments, images, audio files, lesson plans, and quizzes included in Contractor's service known as "Discovery Education Streaming" during the time period of September 1, 2012 through August 31, 2013.
 - b. The Contractor provides a passcode to the district administrator who would be responsible for providing that passcodes to users within the district. The district administrator also has the ability to run usage reports.
 - c. The service is an on-line digital curriculum resource. Access to the website is set forth in Section 1 of the Subscriber Agreement.
2. District agrees to pay Contractor a fee not to exceed seven thousand nine hundred and sixty dollars (\$7,960.00), as compensation for services rendered under this contract. This amount is inclusive of expenses. Contractor shall be paid in accordance with the Subscriber Agreement dated 7/16/12 between the parties (the "Subscriber Agreement") specifically; this investment includes access by all Providence high school teachers and students, covered under the Subscriber Agreement, to the Discovery Education Streaming Service during the time period of September 1, 2012 through August 31, 2013.

High Schools to be served will include:

1. Dr. Jorge Alvarez High School
2. Central High School
3. Classical High School
4. E-Cubed Academy
5. Hope High School
6. Mount Pleasant High School
7. William B. Cooley Health, Science Technology Academy
8. Providence Career and Technical Academy

Fee Schedule: A single payment in the amount of \$7960.00 is due on or before September 1, 2012.

3. This agreement shall be in effect from September 1, 2012 through August 31, 2013.

Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.

The DE streaming website and the content are the property of Discovery Education, Inc. and are protected by United States and international copyright and trademark law.

Contractor agrees to hold District harmless from any and all third party damages incurred by District by reason of Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and reasonable legal expenses. Conversely, District agrees to hold Contractor harmless from any and all third party damages incurred by Contractor by reason of District's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and reasonable legal expenses.

IN WITNESS WHEREOF, Providence Public School Department and Contractor have executed this contract; effect the date first herein written.

Providence Public School Department

Superintendent: _____

or

Chief Financial Officer: _____

Date: _____

Contractor: Janet Kelly Smith

Date: 10/5/12

Federal Tax ID Number: 36-2298050

Signature of PSD Staff Contact

Person: _____

Phone Number: _____

Date of Board Approval: _____

(For contracts of \$5,000 or more)

Approved as to form and correctness:

Jeff Padwa 10/9/12
Jeffrey M. Padwa, City Solicitor



Subscriber Agreement ("Agreement")
made 07/16/2012 between Discovery Education, Inc. ("Discovery") and
PROVIDENCE PUBLIC SCHOOL DIST, RI ("Subscriber")

1. Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education streaming* via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education streaming* as set forth in the Terms of Use located at <http://streaming.discoveryeducation.com/publicPage/termsOfUse.cfm>, as Discovery may revise such Terms of Use from time to time (the *Discovery Education streaming "Terms of Use"*).

In addition, if Subscriber chooses below to add *Discovery Education Science*, Discovery grants to Subscriber and Users in the Community a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education Science* via the website currently at <http://science.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education Science* as set forth in the Terms of Use located at <http://science.discoveryeducation.com/allenew/index.cfm>, as Discovery may revise such Terms of Use from time to time (the *Discovery Education Science "Terms of Use"*).

2. The "Term" shall be 09/01/2012 through and including 08/31/2013.
3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education streaming

Quantity	Description	List Price/Year	Discounted Price/Year	Total
8	DE streaming High School License	\$2,095.00	\$895.00	\$7,980.00
	DE streaming Middle/Elem School License	\$1,670.00	n/a	
	Total			\$7,980.00

Discovery Education streaming PLUS

Quantity	Description	List Price/Year	Discounted Price/Year	Total
	DE streaming Plus High School License	\$3,095.00	n/a	
	DE streaming Plus Middle/Elem School License	\$2,570.00	n/a	
	Total			

Discovery Education Science

Quantity	Description	List Price/Year	Discounted Price/Year	Total
	DE Science Middle School License - Gr 6 to 8	\$1,895.00	n/a	
	DE Science Elem School License - Gr K to 5	\$1,695.00	n/a	
	Total			

The Fees are non-cancellable and are due and payable to Discovery within 30 days of receipt of invoice.

4. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersede all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and signed by both parties. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

DISCOVERY EDUCATION

5. Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery Education any information it provides through Discovery Education services. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery Education's collection and use of such information in the course of providing such services to Subscriber as described in Discovery Education's Privacy Policy.
6. Discovery understands that government entities may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and shall give Discovery prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
7. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

PROVIDENCE PUBLIC SCHOOL DIST

By: *Rudolph Hovdey*
(Signature Required)Title: K-12 Supervisor of SciencePrinted Name: Rudolph HovdeyDate: 8.9.12

DISCOVERY EDUCATION, INC.

By: *Joan Kelly Smith*Title: Joan Kelly Smith

SVP Domestic Distribution

Printed Name: _____

Date: 8/10/12

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. 08UJBC0018EK

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

08/09/2012 12:08PM

Discovery
EDUCATION
EXHIBIT A
LICENSED SCHOOLS

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	PLEASE ADD ADDITIONAL PAGES AS NECESSARY
CENTRAL HIGH SCHOOL	70 FRICKER ST PROVIDENCE, RI 02903	09 - 12	1,250	
CLASSICAL HIGH SCHOOL	770 WESTMINSTER ST PROVIDENCE, RI 02903	09 - 12	1,100	
E-CUBED ACADEMY	812 BRANCH AVE PROVIDENCE, RI 02904	09 - 12	327	
HOPE HIGH SCHOOL	324 HOPE ST PROVIDENCE, RI 02905	09 - 12	500	
JORGE ALVAREZ HIGH SCHOOL	155 HARRISON ST PROVIDENCE, RI 02907	09 - 11	600	
MT PLEASANT HIGH SCHOOL	434 MOUNT PLEASANT AVE PROVIDENCE, RI 02908	09 - 12	1,300	
PROVIDENCE CAREER & TECHNICAL ACADEMY	91 FRICKER ST PROVIDENCE, RI 02903	09 - 12	500	
WILLIAM COOLEY HEALTH TECH HS	182 THURBERS AVE PROVIDENCE, RI 02905	09 - 12	400	

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-652-8741

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

ANGEL TAVERAS
Mayor

Providence Schools

Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

SUSAN F. LUSI, Ph.D.
Superintendent
October 31, 2012

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

The Providence School Department/Office of Transformation & Innovation/Federal Funding-Contingent Upon Funding respectfully requests the Board of Contract and Supply to **approve entering into a contract with United Providence (UP!) in an amount not to exceed \$3,000,000.00.**

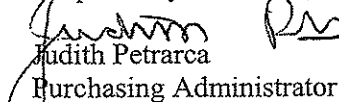
This Contract/MOU outlines the terms of a performance based partnership between PPSD and UP!. UP! Will serve as a Lead Partner managing the turnaround process in three of the District's Innovation Zone schools: Carl Lauro Elementary School, Gilbert Stuart Middle School and Dr. Jorge Alvarez High School. This MOU establishes the foundation for this relationship between PPSD and UP! And sets forth agreements regarding issues of ongoing concerns to both Parties. This agreement will be in effect through June 30, 2015. Phase I will be at a cost of \$600,000.00. Phase II will be at a cost of \$1,200,000.00 and Phase III will be at a cost of \$1,200,000.00. UP! Will be providing academic, managerial and operational expertise in support of the building principal and faculty as set forth in the enclosed Appendix A: Scope of Services and Deliverables.) (Please see enclosed contract for details.)

Federal funds for this project are regulated by the Department of Education. The Federal Office of the School Department is merely the custodian of the funds, and the School Department requests the Board of Contract and Supply approve this program.

Funding is available in account: Federal Funding (CONTINGENT UPON FUNDING.)

ACU
10/31/12

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 0 %


10.31.12

Providence Schools

OUR SCHOOLS. OUR FUTURE.

ROUTING INFORMATION: INITIAL/DATE

Budget Office _____ Senior Staff _____

PURCHASING ADM 1a-26 CHIEF FINANCIAL OFFICER _____ PURCHASING ADM _____

CONTRACT/AGREEMENT TRANSMITTAL FORM

Please attach this form to your proposed contract/agreement/grant proposal when submitting it for approval.

Providence School Department:		Contracting Party:	
Contact Person:	Kregg Cuellar, Ed.D.	Organization:	United Providence (UP)
Department/School:	Office of Transformation & Innovation	Contact Person:	Sheri Miller-Williams, Ph.D., Executive Director, UP
Phone #:	(401) 278-2099	Address:	99 Corliss Street Providence, RI 02904
		Phone #:	(401) 421-4014
Proposed School Board Agenda Submission Date: <u>September 21, 2012</u>			
Proposed Board of Contract & Supply Submission Date (contracts of \$5000 or more) _____			
Have you provided a copy of the PSD Travel Expense Guidelines for Consultant Services with consultant so the consultant is aware of reimbursement limitations and requirements and the method for submitting appropriate receipts and forms? Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			
1. Do you have existing funds and an existing budget code to pay this cost? Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>			
2. Budget Codes: <u>Anticipated</u> /Source Federal funds: Title <u>District</u> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>			
I, IDEA, Title II Requisition #: <u>Pending</u> Contingent upon submission & approval by RIDE in District Federal Funds			
3. Desired Start Date: <u>October 1, 2012</u> by RIDE in District Federal Funds			
<u>* Title I, Title II, Title III, IDEA Part A, Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part I, Part J, Part K, Part L, Part M, Part N, Part O, Part P, Part Q, Part R, Part S, Part T, Part U, Part V, Part W, Part X, Part Y, Part Z, Part AA, Part AB, Part AC, Part AD, Part AE, Part AF, Part AG, Part AH, Part AI, Part AJ, Part AK, Part AL, Part AM, Part AN, Part AO, Part AP, Part AQ, Part AR, Part AS, Part AT, Part AU, Part AV, Part AW, Part AX, Part AY, Part AZ, Part BA, Part BB, Part BC, Part BD, Part BE, Part BF, Part BG, Part BH, Part BI, Part BJ, Part BK, Part BL, Part BM, Part BN, Part BO, Part BP, Part BQ, Part BR, Part BS, Part BT, Part BU, Part BV, Part BW, Part BX, Part BY, Part BZ, Part CA, Part CB, Part CC, Part CD, Part CE, Part CF, Part CG, Part CH, Part CI, Part CJ, Part CK, Part CL, Part CM, Part CN, Part CO, Part CP, Part CQ, Part CR, Part CS, Part CT, Part CU, Part CV, Part CW, Part CX, Part CY, Part CZ, Part DA, Part DB, Part DC, Part DD, Part DE, Part 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Have you secured any necessary building service requirements (e.g. building open on non-work day or after hours, food service requirements, security, substitutes, etc.) with appropriate department? Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			
REVIEWED AND APPROVED:			
Originator's Signature		Date	
<u>Kregg Cuellar</u>		<u>10/25/12</u>	
Budget Office Signature		Date	
<u>Ante Hassan</u>		<u>10/31/12</u>	
Authorized Signature (Senior Staff)		Date	
<u>James J. Lee</u>		<u>10/26/12</u>	

Revised - June 2011



**MEMORANDUM OF UNDERSTANDING
BETWEEN PROVIDENCE PUBLIC SCHOOL DISTRICT
AND UNITED PROVIDENCEI (UPI)**

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MEMORANDUM OF UNDERSTANDING BETWEEN PROVIDENCE PUBLIC SCHOOL DISTRICT AND UNITED PROVIDENCE (UPI)

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into as of the 1st of October, 2012, between the Providence Public School District, hereinafter referred to as "District" or "PPSD," and independent contractor, United Providence (UPI), hereinafter referred to as "Consultant" or "UPI." The District and UPI agree to the terms set forth below and in the appendices and exhibits attached hereto and incorporated herein.

<p style="text-align: center;">Providence Public School District 797 Westminster Street Providence, RI 02903 Contact: Gregg Cuellar, Ed.D. Phone: (401) 278-2099 Email: gregg.cuellar@ppsd.org</p>	<p style="text-align: center;">United Providence 99 Corliss Street Providence, RI Contact: Sheri Miller-Williams, Ph.D. (401) 421-4014 Email: sheri.millerwilliams@ppsd.org</p>
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SECTION 1: OVERVIEW:

I. PURPOSE:

This MOU outlines the terms of a performance-based partnership between PPSP and UPI. UPI will serve as a Lead Partner managing the turnaround process in three of the District's Innovation Zone schools: Carl Lauro Elementary School, Gilbert Stuart Middle School, Dr. Jorge Alvarez High School. This MOU establishes the foundation for this relationship between PPSP and UPI and sets forth agreements regarding issues of ongoing concern to both Parties.

II. STATEMENT OF VISION:

PPSD has launched an innovative and ambitious strategy designed to dramatically improve student achievement in the District's lowest-performing schools. The District has launched an "Innovation Zone," thereby creating a protected space within the District where schools ("Innovation Schools") are given the resources, flexibility, and support needed to produce rapid and sustainable gains in student achievement. This initiative aligns with and reinforces the District's overarching mission to prepare all students for success in their chosen colleges and careers. The District will use the Innovation Zone as a catalyst for broader, district-wide reform and improvement.

The Innovation Zone is designed to increase the number and variety of high-quality educational options for students in Providence. PPSP will partner with UPI to help manage the turnaround process in clusters of the District's Innovation Schools. UPI will have the opportunity to transform existing schools without displacing students, therefore maintaining community stability. The District's turnaround strategy will pilot and incubate new strategies in the Innovation Zone and then bring successful strategies to scale district-wide. Successful turnaround will require ongoing collaboration between school and district personnel, the



Providence Teachers Union, community members, UPI, and Supporting Partners. The concept of reciprocal obligations is foundational to this work, whereby all parties share responsibility and accountability for the improvement of the schools. This will require a distributed leadership model that empowers all members of the school community to participate in the transformation process.

PPSD and UPI are entering into a collaboration to jointly undertake this work in three Innovation Schools. UPI will provide academic and operational management and maintain an embedded presence in the schools. UPI will receive authority and flexibility in exchange for heightened accountability for student results. PPSP and the three Innovation Schools will participate, cooperate, and fully commit to the implementation of this partnership model. PPSP's Office of Transformation and Innovation ("OTI") will support and oversee these activities and make its own commitment that District-initiated efforts will complement and not impede UPI's operations, allowing UPI the maximum level of freedom and autonomy permissible by law and by applicable collective bargaining agreements. In addition, PPSP and UPI will work together to elicit the buy-in, confidence, and commitment of all stakeholders critical to student success.

The Parties recognize that this collaboration will evolve over time and that this Agreement may be amended so that the partnership can be implemented in such a way as to allow for the greatest likelihood of success. Any amendment to this Agreement shall require mutual consent by PPSP and UPI. With reference to the statement of vision above, the Parties agree as follows:

SECTION 2: TERMS OF THE RELATIONSHIP:

III. TERM & RENEWAL:

- a. **Term.** This Agreement shall take effect on October 1, 2012, and shall remain in effect through June 30, 2015, unless extended by mutual agreement of the Parties or terminated by either Party pursuant with the Termination provision outlined in Section 4: Article XII below. This represents a multi-year collaboration that will be renewed on an annual basis:

Year 1: October 1, 2012 – June 30, 2013

Year 2: July 1, 2013 – June 30, 2014

Year 3: July 1, 2014 – June 30, 2015

- b. **Renewal and Termination Criteria.** PPSP and UPI agree that the renewal of this Agreement will be dependent upon mutual consent, the availability of funding, and the schools' performance against metrics as outlined in Section 4: Article XI and Appendix B of this Agreement.

IV. DEFINITION OF ROLE:

UPI will serve as a Lead Partner managing the turnaround process in three of the District's Innovation Schools. The District defines Lead Partners as specialized organizations that coordinate the transformation of low-performing schools. UPI's role has four major components:

- a. **Accountability.** UPI will sign a performance contract with PPSP that will hold UPI accountable for rapid gains in student achievement. In order for UPI to achieve rapid growth, PPSP must secure flexible operating conditions for UPI and its schools.
- b. **Authority.** UPI will supervise and evaluate building principals. UPI, working collaboratively with the building principals, will assume decision-making authority on school staffing, time, budgets, and programs as approved by PPSP and permissible by law and according to local collective bargaining

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agreements in addition to the flexibility afforded by the School Improvement Grants and the Rhode Island protocols for interventions of the Transformation Model.

- c. **Comprehensive Services.** UPI will provide core academic and student support services directly or by aligning the services of other programs and Supporting Partners, who will maintain subcontracts with UPI. UPI understands that PPSD reserves the right to approve or reject any subcontracts.
- d. **Embedded, Consistent School Presence.** UPI will maintain an embedded, consistent, and daily presence in each school four days per week throughout the duration the partnership. UPI staff will provide staggered support in all schools four days per week (excluding holidays). The projected staggered schedule will be provided to PPSD monthly. Any updates to the schedule will be provided on a weekly basis as appropriate.

V. COVENANTS & WARRANTIES:

- a. **District.** Providence Public School Board ("PPSB") will serve as the contracting agency for this Agreement, which shall be subject to the federal School Improvement Grant (SIG) guidelines as defined by the United States Department of Education and the Rhode Island Department of Education's *Protocol for Interventions*. PPSD shall have oversight authority as outlined herein.
- b. **Partner.** UPI warrants that all of the following are true and correct as of the date of this Agreement and shall continue to be true and correct during the entire term of this Agreement:
 - 1. **Financial Solvency.** UPI is financially solvent, is able to pay all of its debts as they mature, and is possessed of sufficient working capital to perform all Services and Deliverables, and to otherwise perform the obligations pursuant with this Agreement.
 - 2. **Notification of Management Changes.** UPI shall promptly notify PPSD of any change in the organization's ownership or control.
 - 3. **Licensed Professionals.** All professionals providing Services shall be licensed in their State of residence. A background check will be provided to PPSD for each professional that will be providing services in this Lead Partner project.
 - 4. **Compliance with Laws and Contract.** UPI is and will remain in compliance with all applicable local, State of Rhode Island, and federal laws, regulations, ordinances, and statutes relating to this Agreement and the performance of Services.
 - 5. **Non-Discrimination.** UPI shall comply with all federal, state, and local non-discrimination laws, rules, regulations, and ordinances.

VI. COMPENSATION & SCHOOL-LEVEL FUNDING:

- a. **Compensation.** The District will pay UPI a total of \$600,000 during Phase I and \$1,000,000 each year during Phases II and III as full compensation for all Services required of UPI pursuant with this Agreement (see Appendix A: Scope of Services and Deliverables).

Phase:	Dates:	Cost:
Phase I	Year 1: October 1, 2012 – June 30, 2013	\$600,000.00
Phase II	Year 2: October 1, 2013 – June 30, 2014	\$1,200,000.00
Phase III	Year 3: October 1, 2014 – June 30, 2015	\$1,200,000.00

- b. **Payment Cycle.** The District will pay UPI in three installments on an annual basis. Payments will cover a third of the annual contract costs and will be due to the UPI on October 1st, January 1st, March 1st of each year.



- c. This total cost is inclusive of a six-person team in Phase I providing staggered on-the-ground support four days per week in the affected schools; this team includes but is not limited to an Executive Director, Director of Academics/Operations, Director of External Affairs, Senior ELA/Literacy Instructional Specialist, Senior Math Instructional Specialist, and Office Manager. PPSD understands that UPI will expand its staffing during Phases II and III, and payments during these years will increase as a result. The total cost for a cluster of three schools is inclusive of the direct and indirect costs necessary to staffing and service delivery. PPSD shall not have any liability for any other expenses incurred by UPI unless specifically agreed upon in writing and in advance by the District.
- d. **School-Level Funding:**
 - 1. **General and Discretionary Funding.** Per pupil funding and school-level discretionary funds will continue to flow to the schools.
 - 2. **Categorical Funding.** Schools will receive their proportionate share of state and federal categorical funds.
 - 3. **School Improvement Grant Funding.** PPSD shall provide schools with SIG funding at such time and in such amount described in PPSD's SIG application as awarded by the Rhode Island Department of Education (RIDE).
 - 4. **Budget Autonomy.** UPI, working collaboratively with the building principals, shall have the right to develop and implement the schools budgets and expenditure plans, in accordance with all applicable guidelines. School budgets shall be subject to approval by the OTI.
 - 5. **Joint Fundraising.** Schools shall have the right to be included in any PPSD grant application in a comparable manner as other schools in the District, and UPI may use said funds in any manner consistent with the terms of any awarded grants. Any such monies received by UPI shall not reduce the fees due under this MOU.
 - 6. **Supplemental Fundraising.** UPI shall have the right to conduct its own independent fundraising to support programmatic improvements at the schools and is free to spend any additional monies at its own discretion. However, PPSD is entitled to transparency and may request full and complete disclosure of UPI's use of additional funds.
 - 7. **Funding for Additional Programs.** UPI shall not be obligated by PPSD to provide any mandatory supplemental programs for which it has not received funding.
- e. **In-Kind District Services.** UPI shall be entitled to utilize District services including but not limited to: professional development, food services, transportation, facilities, maintenance, security, payroll, purchasing, procurement, human resources, and technology infrastructure. Section 3: Article VII of this Agreement provides further detail regarding service-sharing agreements between UPI and PPSD.

SECTION 3: SCOPE OF WORK & CONDITIONS FOR SUCCESS:

VII. SCOPE OF SERVICES AND DELIVERABLES:

UPI will provide academic, managerial, and operational expertise in support of the building principal and faculty as set forth in UPI's response to PPSD's RFQ for Lead Partners and Appendix A (see Appendix A: Scope of Services and Deliverables). UPI shall design and implement comprehensive reform plans working in collaboration with PPSD and the school communities. Plans must be consistent with SIG guidelines. UPI must align reform efforts with district policy and collaborate with all other Supporting Partners and vendors assigned to the school. As of the date of this contract, PPSD will collaborate with UPI prior to contracting with supporting partners or vendors that will be supporting the three schools they are servicing.

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The Parties intend that PPSD will continue to provide many school site and back-office services to the affected schools while under UPI's operation. As expressly stated, OTI staff will be responsible for ensuring that all services are efficiently and expeditiously provided to UPI and the schools, as applicable. PPSD shall be responsible, at its sole cost and expense, for providing food services, transportation, facilities, maintenance, security, payroll, purchasing, procurement, human resources, and technology infrastructure for the affected schools. The District agrees that the services provided shall be comparable to those provided to other District schools. UPI shall be responsible, at its sole cost and expense, for managing all other aspects of the transformation process, either internally or through an external provider(s), unless agreed upon with PPSD or noted in the scope of work attached to this contract. UPI will provide targeted services and supports in the following areas:

- a. Design and execute a comprehensive school model, including:
 1. Academics, curriculum, and instructional programming
 2. Support services for teachers of special populations, including special education and ELL (working collaboratively with PPSD, if/where appropriate).
 3. Data analysis and evaluation
 4. Assessment system
 5. School calendar and scheduling
 6. Out-of-school programming
 7. Design the Extended learning opportunities for students
- b. Implement activities necessary to create a positive learning environment, including:
 1. Socio-emotional support
 2. Behavior management
 3. Culture/Change management
 4. Family and community engagement
 5. Communications and media relations
- c. Design a strong human capital strategy and invest in school staff, including:
 1. Recruitment and hiring
 2. Leadership development and coaching
 3. Professional development for teachers and staff
 4. Teacher performance management
 5. Staff rewards and incentives as funded by PPSD
- d. Support school operations, including:
 1. Coordination of services with the district central office (e.g., food services, facilities, maintenance, security, IT, purchasing, procurement, transportation, human resources, payroll)
 2. Budgeting and financial management
 3. Development and grants management
 4. Compliance reporting
- e. Manage contracts with Supporting Partners, including:
 1. Partner recruitment and identification
 2. Program evaluation
 3. Contract management

VIII. OPERATING CONDITIONS:

- a. **Partner Rights and Autonomies.** UPI, working collaboratively with the building principals, will assume decision-making authority over people, time, money, and programming in the targeted schools. Specifically, PPSD shall grant UPI the following level of autonomy and flexibility:

1. **People.** If and whenever possible, UPI will have the authority to confirm all new school-level hires. UPI will work collaboratively with building administrators to make staffing decisions and assignments driven exclusively by student and programmatic needs. UPI will support the evaluation process of faculty and staff. UPI will also support the design and implementation of staff support structures and professional growth opportunities (incl. growth plans, professional development, and common planning time).
2. **Time.** UPI will develop and approve the buildings' annual calendars and daily schedules, including strategies to promote extended learning time. The OTI must confirm the building calendar and daily schedule.
3. **Money.** UPI will support the development of school-level budgets; UPI and the OTI shall approve schools' annual budgets. UPI shall provide ongoing financial oversight.
4. **Programs.** UPI shall lead the design and implementation of all school improvement strategies. In assuming responsibility for the programmatic operations of the schools, UPI will have the right to modify or eliminate existing academic and extracurricular programs and to develop new programs.
5. UPI shall comply with all applicable District policies unless PPSD approves of an exemption or alternate policy.

- b. **District Responsibilities:**

1. PPSD shall maintain designated administrative leadership through the OTI to serve as direct contacts with UPI. The role of the OTI shall be to manage the performance contract with UPI and expeditiously resolve issues and problems confronted by UPI in implementing school reform strategies. If irresolvable by the OTI, these issues will be presented to the district's School Improvement and Intervention Team (SIIT).
2. PPSD shall ensure continuation of all non-academic services, as well as any services agreed upon with UPI (See Section 3: Article VII). OTI staff members shall be responsible for ensuring that all district services are efficiently and expeditiously provided to the schools.
3. PPSD shall be responsible for ensuring compliance with SIG reporting requirements and shall develop policies and procedures for SIG grant monitoring and compliance purposes.
4. PPSD shall promote the sustainability of UPI's reform efforts by identifying PPSD staff that will work closely with the UPI team to develop a long-term sustainability plan.

- c. **District Rights:**

1. PPSD shall be entitled to full transparency regarding the academic programming at the schools and shall be provided with copies of curricular materials upon request. PPSD may not share these materials with other District schools without UPI's consent.
2. In addition to the performance indicators outlined in Section 4: Article XI and Appendix B of this Agreement, the schools shall be subject to all applicable academic accountability standards and evaluations currently in use by PPSD; however, UPI may have latitude to revise PPSD's evaluations in keeping with State regulations, applicable collective bargaining agreements, and all amendments therein pertaining to the schools.

- d. **Communication.** PPSD and UPI will maintain regular communication to promote maximum levels of transparency and collaboration. UPI will maintain frequent communication with the OTI. Every month,

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UPI will provide a calendar of services to be rendered in the applicable schools during the following month. Every week, PPSD will receive a calendar indicating which UPI personnel will be on site at each school. UPI will participate in a monthly meeting with the Superintendent, CAO, Executive Director of School Transformation and members of his/her cabinet to provide status updates and discuss success and challenges.

IX. SCHOOL-BASED PERSONNEL:

- a. **Selection and Supervision of Employees.** UPI, working collaboratively with the building principals, shall assume authority over school staffing in a manner that is consistent with the applicable collective bargaining agreements and the District's criterion-based hiring process.
 1. **Selection of School Administrators.** In accordance with the SIG Turnaround and Transformation reform models, a new principal shall be hired to manage each affected school. If possible, UPI shall have the authority to select and/or confirm the new principals and assistant principals, working collaboratively with PPSD and the OTI.
 2. **Evaluation of School Administrators.** UPI shall implement the State-approved evaluation system for school administrators; UPI and the Executive Director of the OTI shall collaboratively evaluate building administrators. PPSD will provide UPI's staff training on the evaluation systems (at no charge) used for school administrators to ensure their proficiency with the tool when providing feedback to OTI.
 3. **Renewal/Dismissal of School Administrators.** UPI shall provide the OTI with a written recommendation regarding leader renewal and dismissal. UPI will work collaboratively with the OTI to decide whether or not to retain school administrator(s) at the end of each subsequent school year.
 4. **Administrator Compensation.** As PPSD employees working in an Innovation School, administrators shall be on the District payroll, and the District shall pay all salaries, stipends, and associated fringe benefits. UPI shall collaborate with PPSD to design a performance-based incentive compensation plan for school administrators.
 5. **Selection of School Staff.** UPI shall work collaboratively with the building principals and hiring teams to recruit, identify, and hire school faculty and staff.
 6. **Evaluation of Teaching Staff.** UPI shall work with building administrators to implement a State-approved evaluation system for teachers that a) takes into account data on student growth as a significant factor, as well as other factors such as multiple observation-based assessments of performance and ongoing collections of professional practice reflective of student achievement, and b) is designed and developed with teacher involvement. PPSD will provide UPI's staff training on the evaluation systems (at no charge) used for teaching staff to ensure their proficiency with the tool when providing feedback to teachers.
 7. **Dismissal of School Staff.** Under the Transformation model, all current teaching staff will be subject to ongoing evaluation. To facilitate the staff dismissal process, PPSD must grant UPI access to appropriate HR information held at the District level. UPI, in agreement with the building principals, shall have final authority over dismissal of school staff, consistent with applicable collective bargaining agreements and all amendments therein pertaining to the schools (incl. election to work agreement).
 8. **Rewarding of School Staff.** Utilizing the faculty evaluation system, UPI shall exercise its authority to identify and reward teachers and other staff who have increased student achievement. UPI shall design and implement the staff reward system. All additional compensation and incentives, as approved by PPSD, shall be paid to school staff by PPSD.

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9. **Compensation of Teaching Staff.** As PPSD employees working in Innovation Schools, all teaching staff shall be on the District payroll, and the District shall pay all salaries, stipends, and associated fringe benefits. Employees are to be paid no less than the amounts set forth in the applicable union salary schedule. UPI shall collaborate with PPSD to design and implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students at the schools, consistent with applicable collective bargaining agreements and all amendments therein pertaining to the schools.
10. **Pension Eligibility.** All PPSD employees working in UPI-operated schools shall retain eligibility in the District pension system; however, certain stipends, bonuses, or other compensation may or may not be figured into average salary calculations for pension purposes.
11. **Partner Employees in Schools.** In addition to regular teaching staff, UPI may assign instructional coaches, leadership mentors, or other staff to work in the schools. These personnel are to be considered employees of UPI and will not be considered employees of PPSD for any purposes.
12. **Selection of Non-Instructional Staff.** UPI, in agreement with the building principals, shall have the authority to select, supervise, and evaluate school site non-instructional personnel in a manner consistent with applicable collective bargaining agreements and all amendments therein pertaining to the schools.
13. **Collective Bargaining.** Flexibility is one of the key features of the intended collaboration between PPSD and UPI. Accordingly, both Parties will collaborate with employee organizations to identify any features of the applicable collective bargaining agreements that may interfere with the design of an innovative instructional program at the schools. PPSD and UPI will collaborate with the relevant employee organizations to modify applicable collective bargaining agreements in order to maximize the likelihood of success at the schools.
14. **Training and Professional Development.** UPI will provide school staff with ongoing, high-quality, job-embedded professional development that is aligned with the schools' comprehensive instructional programs and designed with school staff to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies. UPI shall be entitled to develop and deliver its own training and professional development programs to all employees, and all such employees are exempt from professional development and training programs mandated by PPSD. UPI will also have the option of utilizing any and all training and professional development services offered by PPSD to District schools and to participate in collaborative training and to hire external providers for professional development at its own discretion and expense.
15. **Alternative Grievance Procedure.** As defined by faculty and staff election to work agreements, staff members shall make every effort to resolve disputes at the building level. School-level Instructional Leadership Teams (ILT) will work to resolve issues and disputes at the school site; in the rare instance that an issue cannot be resolved, the issue will be brought before the district-level School Improvement and Intervention Team where the issue will be resolved.

X. ENROLLMENT & ADMISSION:

- a. **Current Students.** Students currently enrolled at the schools shall have the right to re-enroll in the affected schools.
- b. **Maximum Enrollment Capacity.** PPSD shall continue to determine the enrollment capacity for the schools and agrees to notify UPI of any change in enrollment capacity that may have a material impact on the schools, and will allow UPI input on the proposed change.

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- c. **Admissions and Recruitment.** UPI shall not exercise selective testing or create other barriers to admission in the schools. All student registration and assignment processes shall comply with PPSD policy. Either UPI or PPSD may undertake student recruitment efforts if there are still available seats at the schools. UPI will participate in approval of student transfers during the school year.
- d. **Non-Discrimination.** UPI shall not unlawfully discriminate on the basis of race, religion, sex, national origin, sexual orientation, or disability in the enrollment, admission, instruction, or discipline of students or operation of its programs.
- e. **Similarity of Student Population.** Pursuant to desegregation policies, the total demographic composition of any school under UPI management must not deviate substantially from the composition of its existing student body or from the district as a whole with respect to race, socioeconomic status, prior achievement levels, limited English proficiency, or Special Education status.

SECTION 4: ACCOUNTABILITY:

XI. PERFORMANCE MONITORING:

- a. **Evaluation Criteria.** PPSD and UPI agree to mutually develop metrics, methods, and performance targets that shall be used to monitor and measure the success of this partnership according to three overarching criteria: (1) Is student academic achievement improving at the schools? (2) Is UPI a stable and viable organization? (3) Are UPI and PPSD implementing the agreed-upon interventions at the schools and collaborating in good faith?
- b. **District Performance Monitoring Process:**
 - 1. **Shared Access to Data.** UPI and PPSD agree that, given the level of mutual accountability, both Parties must have the ability to view student-level data. UPI will establish a data-sharing agreement with PPSD's Office of Research, Planning, and Accountability and follow the processes and policies presented therein. Parties shall identify key responsibilities in the data management process and create an implementation plan for data collection and analysis.
 - 2. **Quarterly Monitoring Sessions.** The OTI shall facilitate quarterly performance monitoring meetings at each school site. Additional monitoring meetings will be scheduled, as needed. UPI and school leaders must participate in these quarterly monitoring sessions. Quarterly monitoring sessions will be used to monitor school progress and implementation of the school reform plans and their impact on student achievement. Monitoring sessions will include a review of both leading and lagging indicators of school turnaround.
 - 3. **Supports and Interventions.** In the event that performance deviates substantially from mutually established benchmarks, PPSD and UPI representatives shall meet in person to determine what additional supports can be provided.
 - 4. **Performance-Based Accountability.** If the schools fail to make reasonable progress, as defined by RIDE on the performance benchmarks described in PPSD's SIG application approved by RIDE, RIDE reserves the right to withhold funding from PPSD in Year Two and Year Three of the SIG grant period. Similarly, if the schools fail to make reasonable progress towards the mutually agreed upon performance benchmarks established herein, PPSD may withhold funding and/or terminate its partnership with UPI (see Section 4: Article XII).
- c. **Performance Metrics:**
 - 1. **Organizational Stability and Viability.** UPI shall submit an updated organizational chart and financial statements to PPSD annually. The financial statements shall be prepared at UPI's expense by an independent auditor in accordance with generally accepted accounting principles.

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Upon request, UPI shall provide to PPSD an operating budget for all costs incurred and services provided at the schools.

2. **Implementation Effectiveness.** UPI shall create a timeline outlining implementation milestones pertaining to the schools' SIG school reform plans as well as target dates for these milestones. The OTI will monitor the fidelity with which strategies are implemented.
3. **Performance Benchmarks.** UPI and PPSD will collaboratively determine annual performance targets for each school. Within forty-five (45) days of the commencement of the partnership, UPI and PPSD shall complete a thorough needs assessment of the schools and selected growth goals for each school (Appendix B will be completed and submitted to PPSB within 45 days of the signing of this MOU). UPI will be held accountable for improvements in each of the following areas for students who are registered at the schools by the third Friday after school begins:
 - i. Student attendance
 - ii. Chronic absenteeism
 - iii. Number of out-of-school suspensions
 - iv. First time credit acquisition rate
 - v. NECAP math proficiency rate (teaching year)
 - vi. NECAP reading proficiency rate (teaching year)
 - vii. NECAP science proficiency rate (teaching year)
 - viii. NECAP writing proficiency rate (teaching year)

(See Appendix B for a detailed listing of Performance Benchmarks.)

XII. TERMINATION:

- a. **District Termination for Cause.** PPSD may terminate, in whole or in part, this MOU prior to the end of the term specified herein in accordance with the reasons set forth below so long as PPSD has delivered on the conditions and flexibilities set forth in this Agreement.
 1. If the schools fail to make reasonable progress toward achievement of the performance benchmarks set forth and referenced in this MOU, or in subsequent benchmarks developed in accordance with the procedures outlined herein;
 2. If UPI substantially breaches any of the material terms and conditions of this MOU and fails to remedy the breach within ninety (90) days of written notification;
 3. If UPI makes any material misrepresentation in the performance of Services;
 4. If UPI acts or fails to act in any way which affects the safety or welfare of students at the schools.
- b. **Partner Termination for Cause.** UPI may terminate, in whole or in part, this MOU prior to the end of the term specified herein in accordance with the reasons set forth below.
 1. If PPSD substantially breaches any of the material terms and conditions of this MOU and fails to remedy the breach within ninety (90) days of written notification;
 2. A material reduction in PPSD's funding for the schools that prevents UPI from fully implementing its instructional and programmatic plan;
 3. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision which has a material adverse effect on UPI's ability to operate the schools in accordance with its budget or its school design.
- c. **Partner Termination without Cause.** UPI may terminate, in whole or in part, this MOU prior to the end of the term specified with ninety (90) days' notice prior to the effective date of the termination.
- d. **Termination Procedure.** Notice of Intent to terminate, by either PPSD or UPI shall be provided to the other partner in writing at least ninety (90) days prior to the effective date of the termination stated in

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the notice. The cause of termination shall immediately be submitted to the PPSD Superintendent and UPI Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to reach an acceptable resolution, then termination shall become effective in accordance with the termination notice. Any termination shall not take effect until the end of a school year, unless there are unusual and compelling circumstances which justify the disruption to schools' academic program which would be caused by a mid-year termination.

SECTION 5: DECLARATIONS:

XIII. ALTERNATE DISPUTE RESOLUTION:

The Parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If nevertheless a dispute should arise, the Parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. Except for cases involving imminent threat to health or safety, all disputes between the Parties shall be resolved in accordance with the alternate dispute resolution procedure that is set forth below. The Parties agree to expedite dispute resolution whenever necessary to effectuate the intent of this Agreement.

Neither Party is required to pursue the process in this section in the event immediate action is necessary to protect student health or safety.

- a. Any controversy or claim arising out of or relating to the Agreement must be put in writing ("Written Notification"). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. A written response ("Written Response") shall be tendered to the other Party within ten (10) business days from the date of receipt of Written Notification.
- b. The Parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within seven (7) business days from the date the Written Response is received by the other Party. If the controversy, claim, or dispute cannot be resolved by mutual agreement at the Issue Conference, then either Party may request that the matter be resolved by mediation.
- c. Mediation proceedings shall commence within forty (40) business days from the date of the Issue Conference. The Parties shall mutually agree upon the selection of a mediator to resolve the dispute. Each Party shall bear its own costs and expenses associated with the mediation. The mediator's fees and administrative fees of the mediation shall be shared equally among the Parties.
- d. If the Parties do not resolve the matter at mediation, the Parties agree to submit the controversy, claim, or dispute to non-binding arbitration conducted by a mutually agreed upon single arbitrator. Each Party shall bear its own costs and expenses associated with the arbitration. The arbitrator's fees and administrative fees of the arbitration shall be shared equally among the Parties.
- e. However, any Party who fails or refuses to submit to arbitration shall bear all costs and expenses incurred by such other Party in compelling arbitration of any controversy, claim, or dispute.

XIV. DECLARATIONS:**a. Indemnity:**

1. To the fullest extent permitted by law; UPI agrees at its own expense to indemnify, defend, and hold harmless PPSD and its officers, representatives, employees, and volunteers from any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses, and expenses rising from or relating to acts or omission of acts committed by UPI or its officers, directors, employees or volunteers. Moreover, UPI agrees to indemnify and hold harmless PPSD for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.
2. To the fullest extent permitted by law, PPSD agrees at its own expense to indemnify, defend, and hold harmless the UPI and its officers, representatives, employees, and volunteers from any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses, and expenses rising from or relating to acts or omission of acts committed by PPSD or its officers, directors, employees or volunteers. Moreover, PPSD agrees to indemnify and hold harmless UPI for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.
3. Each Party shall give prompt written notice to the other Party of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying Party in the defense of the claim or litigation.
4. The Parties agree that the liability for acts or omissions of District employees assigned to UPI schools will be assessed on a case-by-case basis based upon the proportionate fault of each Party.
5. The indemnities set forth herein shall survive the expiration or termination of this MOU.

- b. **Confidentiality.** In performance of Services outlined in this MOU, PPSD and UPI may have access to information that is not generally known to others. Examples of such Confidential Information include, but are not limited to: the names and identities of students; information regarding staff, employees, and independent contractors; and, PPSD's and UPI's business plans, organizational plans, and activities. Additionally, to the extent permissible by the Family Educational Rights and Privacy Act (FERPA), PPSD shall grant UPI access to any information pertaining to students and staff at the schools that the Partner requests in order to carry out its responsibilities outlined in this MOU. Namely, UPI shall have access to the following information as it pertains to the staff and/or students at the schools: all individualized education plans, all student records available, and all personnel files. Each Party agrees to: (i) protect such Confidential Information in a reasonable and appropriate manner; (ii) use Confidential Information only to perform its obligations under this Agreement; and (iii) not to disclose Confidential Information to any third party without prior written consent from the other Party.

- c. **Intellectual Property.** All Intellectual property and any and all other records, reports, documents, and materials prepared or generated as a result of this MOU ("Work Product") shall be and remain property of UPI and/or of the appropriate subcontracted partner. All such items shall be shared with the PPSD upon request at any time, and shall be delivered to the District upon expiration or termination of UPI activities at the schools. All pre-existing proprietary materials owned by UPI and/or of the any subcontracted partner, including but not limited to ideas, concepts, and methodologies and formats furnished by UPI in connection with the delivery of Services to the schools shall remain the exclusive property of UPI. Pre-existing materials created by PPSD remain the property of PPSD. UPI grants PPSD a non-exclusive, non-transferable license for PPSD to use such pre-existing proprietary material to the extent necessary to utilize the Work Product and Deliverables to be produced by UPI under this MOU.

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- d. **Independent Contractor Status.** The Parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not employer-employee. No agent, employee, or servant of UPI shall be deemed to be the employee, agent, or servant of the District except as expressly acknowledged in writing by the District.
- e. **Subcontracting.** UPI reserves the right to subcontract any and all services specified in this MOU to the District and/or to public or private subcontractors, as permitted by law and applicable collective bargaining agreements and all amendments therein pertaining to the schools. However, UPI shall not subcontract the oversight or operation of the teaching and instructional program, except as specifically permitted herein or as expressly agreed to in writing by the District. Unless otherwise agreed, subcontracting organizations will report exclusively to UPI. PPSP reserves the right to approve or reject all potential subcontracts.
- f. **Non-Discrimination.** In the performance of work under this Agreement, UPI shall not discriminate in any way against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. This prohibition includes but is not be limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. UPI is required to include a similar provision in all subcontracts to this Agreement.
- g. **Background Checks.** A background check is required for all persons providing services under this Agreement, including volunteers, who (1) provide services in PPSP facilities on a regular and ongoing basis or more than 5 hours per week; and (2) come into contact with or have access to PPSP students with or without the presence of a PPSP teacher or supervisor.
- h. **Entire Agreement.** This MOU (and applicable Appendices) shall constitute the full and complete Agreement between the Parties. All prior representations, understandings, and agreements are merged herein and are superseded by this MOU.
- i. **Amendments.** This MOU may be altered, amended, changed or modified only by agreement in writing as executed by properly authorized representatives of both UPI and PPSP.
- j. **Invalidity of Provisions of this Agreement.** If for any reason any provision is determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- k. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party and such consent shall not be unreasonably withheld. UPI may assign or transfer this Agreement to a subsidiary or affiliate that is controlled by or under the common control of UPI Education, Inc., provided, however any assignment shall only be effective if such subsidiary or affiliate agrees to be bound by all of the rights, responsibilities, terms and conditions of this agreement.
- l. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- m. **Governing Law.** This MOU shall be construed under and governed by the laws of the State of Rhode Island. The invalidity in whole or in part of any provision of this MOU shall not be void or affect the validity of the other provisions of this MOU.

Providence Schools

Date of Agreement: / /

By:

Kenny A. Miller
District or LEA Representative

By:

Lead Partner Representative

Dated:

Dated:

By:

School Committee or Board member

By:

Union Representative (if applicable)

Dated:

Dated:

Approved as to form and correctness:

By:-

Jeffrey M. Padwa 10/26/12
Jeffrey M. Padwa, City Solicitor

Appendix A: Scope of Services and Deliverables

A Call To Action

In Providence, nearly a quarter of the district's schools have been identified as among Rhode Island's lowest-achieving schools. Together, we must recognize the need for bold and swift intervention in these schools. For too long, we have failed to meet the needs of students in the city's most struggling schools. There is a deep sense of urgency to invest in our underperforming schools and to subsequently use these schools as the catalyst for ongoing district-wide reform and improvement. Our lowest-performing schools represent our best opportunity to produce fundamental change and deliver on the promise of a high-quality education for all students in Providence. All students, regardless of race or socioeconomic status, when provided with access to an excellent education, can and will succeed.

United Providence (UPI) represents a new and exciting strategy that will jumpstart this reform process. UPI directly arose from the challenges and opportunities presented by the first cohort of RIDE-identified schools. The Providence Teacher's Union (PTU) and Providence Public School District (PPSD) recognized that the time had come to collaboratively forge a new relationship that would result in improved student outcomes in the district's chronically low-performing schools.

Lead Partner Introduction

UPI is a new nonprofit education management organization designed to manage the turnaround process in a cluster of Providence's lowest-performing schools. UPI is a labor-management collaboration between the PTU and PPCSD.

UPI's mission is to maximize student achievement in Providence's most struggling schools by promoting innovation and fostering a truly collaborative environment for teaching and learning. In so doing, UPI will serve as a groundbreaking national model for student-centered collaboration between labor and management.

UPI's vision is that all students in Providence will have access to a world-class education preparing them for success in their chosen colleges and careers. In order to realize UPI's mission and vision, UPI's staff, school staff, students, and community members will commit to UPI's core values for excellence (see Figure 1 at right).

Figure 1. UPI's Core Values

- | | |
|----------|--|
| A | ccountability for student achievement and one's actions and personal growth. |
| C | ollaboration with peers and coworkers |
| H | ard work and persistence when confronted with obstacles |
| I | ntegrity in one's conduct |
| E | xcellence in the face of adversity |
| V | alue and respect for all members of the school community |
| E | nthusiasm and passion for learning |

Providence Schools

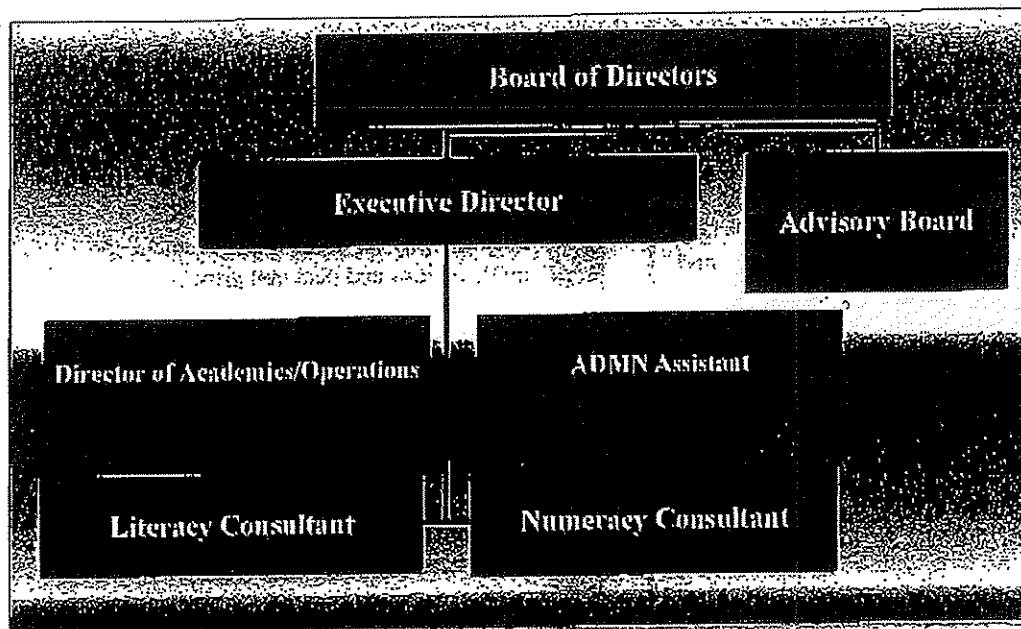
Governance Structure

As a 501(c)(3) organization, UPI will operate separately and independently from the PTU and PPSD. The organization's association with the PTU and PPSD moving forward will be that: (1) UPI will have a performance-based contract with PPSB, and (2) members of the PTU and PPSD will serve on UPI's Board of Directors. The Board of Directors will be co-chaired by the Superintendent of PPSD, and President of the PTU. The Board of Directors will serve as a policy board. As such, the Board will provide strategic advising and financial oversight; however, the Board will not interfere in the organization's daily operations and activities. The co-chairs of the UPI Board are identifying members of the Board that collectively represent the diverse professional experiences and practical expertise needed to support UPI both during the start-up phase and to ensure the long-term success and viability of the organization.

The Board and Executive Director have also established an Advisory Board to serve solely in an advisory capacity, meeting on a bi-annual basis as needed to provide strategic advising to the Executive Director and his/her team. It is highly likely that the Board of Directors and Executive Director will consult with the Advisory Board and/or members of the Advisory Board when making significant strategic and tactical decisions. The Advisory Board will include local community leaders and national experts in the areas of school turnaround and labor-management collaboration, providing education, finance, law, nonprofit management, community outreach, governance, fundraising, communications, and human resources expertise.

The UPI Team

Staffing an EMO requires a unique blend of nonprofit management, school improvement, and operational expertise. For that reason, UPI conducted a national search to identify and hire a highly experienced, diverse and lean team during its first year of operations (see Year One organizational chart below).



Executive Director

The Board of Directors have appointed Sheri L. Miller-Williams, PhD as Executive Director for UPI. Dr. Miller-Williams has assumed management and decision-making authority for the execution of the organization's strategy and day-to-day operations. Dr. Miller-Williams is also charged with refining and executing the organization's strategy and providing organizational, people, time, and project management, as well as leading the organization's fundraising, community outreach, and operations as the Infrastructure is built during year one. She will also provide direct coaching and leadership development support for all UPI's principals.

Dr. Miller-Williams is a visionary educational leader with outstanding qualifications in school reform, school turnaround leading instructional improvements, curriculum and instruction, program design, leadership training, and business operations in both education and business markets. She has an extraordinary education and management background with a documented track record of success in reforming broken schools, business and operational management, and building community coalitions. Dr. Miller-Williams is an influential leader with an intrinsic talent for conceptualizing and communicating vision and focusing consensus and cohesion for achievement of common goals.

Dr. Miller-Williams is a passionate educator who is committed to revolutionizing the way education is delivered in public schools. She is a former teacher, reading trainer, director of academic services, elementary and middle school principal. She also served as a senior executive in both for profit and non-profit education management organizations (EMOs). Dr. Miller-Williams is known for her innovative work in leading K-12 schools to high levels of student achievement through people improvement, the establishment and implementation of highly effective principles, and focused improvement efforts that build collective capacity and sustainability across all levels of the school organization.

Prior to joining UPI Dr. Miller-Williams served as Director of Leadership and School Performance for Houston A+ Challenge. Her work over the last four years focused on the design and execution of leadership programming for aspiring principals, seated principals, teacher leaders, and district executives, grounded by the latest research around: systems thinking, professional learning communities, school climate and culture, campus improvement planning, the alignment of curriculum, instruction and assessment, parent and community relations, management and resource allocation, and decision making. Dr. Miller-Williams also worked intensively with middle schools focusing on post-secondary success readiness and getting students in the middle smarter and stronger through a coaching for performance model.

Dr. Miller-Williams also comes to UPI with a pure understanding of the national landscape of school reform as she served as Vice President of Educational Services and Vice President of Achievement with Edison Schools, Inc. In these roles she held responsibility for leading Edison's primary focus of student achievement in elementary, middle and high schools across the country. Dr. Miller-Williams served as the single point of accountability for all aspects of educational programming, school operations, budgetary, financial oversight, legal compliance, and management of national client relationships to ensure excellence in service delivery through collaborative partnerships with district and charter school boards. She was also responsible for developing, organizing and executing national training for principals and teachers to drive consistently superior achievement gains for students. While at Edison Schools Dr. Miller-Williams also served as Vice President of Development where she led the implementation of supplemental educational services (SES) programs in schools that struggled to meet federal AYP requirements across an eight state territory.

A natural leader and motivator, Dr. Miller-Williams possesses extensive experience in a wide range of disciplines, including educational leadership, curriculum and instruction, program design, business, marketing, and business management; bringing to UPI expansive educational expertise. She has the ability to view things from a variety

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of angles, quickly seize the essence of a problem, and offer creative and practical solutions. While at Edison Schools, she was identified by senior management as being one of the "top 150 brightest minds" in the corporation. Dr. Miller-Williams is a proud product of the Houston Independent School District (HISD), and began her eight-year teaching career at her own elementary school. She also taught various grade levels in Alief Independent School District. Her curriculum-focused experience includes being District Reading Trainer in HISD under former Secretary of Education and then Superintendent, Rod Paige. The leadership, administrative skills, and commitment to educational excellence quickly elevated Dr. Miller-Williams into varying administrative capacities in Detroit Michigan including: Director of Academic Services and Principal in Ecorse Public and Pontiac Public School Districts. Dr. Miller-Williams also served as Principal and Chief Executive Officer of the YMCA Service Learning Academy, where she served as the instructional leader and held all academic, operational and fiscal responsibility of an independent school district superintendent leading the school to a 50.2% gain in student achievement using a two year turnaround model.

An exceptional speaker, presenter and trainer, Dr. Miller-Williams has made numerous presentations and keynotes at local and national conferences and has developed and authored several training modules under the title "The Culture of Achievement" (2002). She holds a Bachelor of Arts degree in Elementary and Early Childhood Education from Dillard University, a Masters of School Administration and MEd-Management from Prairie View A&M University, and a Doctorate of Philosophy in Educational Leadership from Prairie View A & M University. She has also received numerous professional awards, including being a two time recipient of the Double Four Star Principal Award, the highest honor awarded for student achievement gains and overall excellence in fiscal and operational management (2002-2003 and 2003-2004); a written "Proclamation of Outstanding Leadership" from the Mayor of the City of Detroit (2004); the State of Michigan Golden Apple Award for the highest achieving schools in the state for student performance on the Michigan Educational Assessment Program presented by the Governor of Michigan (2001); and a host of other awards throughout her career.

Director of Academics/Operations

To quickly assess, prescribe, and allocate resources towards leadership development, strengthening instructional programming, teacher development and delivery, as well as operational excellence at each of the UPI schools, the hiring committee has elected to combine the academic and operational positions in Year One. The decision to consolidate these two positions will allow content specific consultants to be incorporated to heighten the focus on quality instructional delivery in all UPI schools.

United Providence has hired Angela Prince, Ed.S., MBA, a seasoned school administrator to serve in the role of Director of Academics/Operations. Ms. Prince brings a wealth of experience including a degree in Special Education/Specific Learning Disabilities, and a rich array of experiences working in underserved populations serving ELL and high poverty students.

The Director's Academic Focus will be that of promoting high-quality and rigorous instruction in all UPI schools, including designing, implementing, and evaluating the efficacy of academic programming, including curricula, instructional tools and frameworks, and assessment systems in UPI's schools through ongoing, job-embedded coaching and professional development. Monitoring student achievement data and coaching teachers towards differentiating instruction to meet individual students' needs will be the doorway by which the school staff will create an early warning system to identify and design interventions for off-track students.

Supporting academics will be an Operational Focus to include sharing responsibility with the Executive Director for managing school-level operations, ensuring that operations are aligned to meet the needs of staff and students to support teaching and learning. Establishing systems and structures around finances, IT, facilities, human resources, and contracts with vendors will also be a major focus alongside supporting partners and



serving as the liaison with PPSD central office around shared services to increase the capacity for UPI schools to focus on teaching and learning.

Director of External Affairs

Under the direction of the Executive Director, UPI will hire a Director of External Affairs who will lead and manage UPI's internal infrastructure and external systems to promote high levels of student achievement gains across all the schools. The ideal candidate will serve as UPI's link to its customers or constituents, requiring strong communication, leadership and diplomacy skills. UPI is currently seeking a candidate with deep experience in successful project management, community relations and/or outreach, research, public relations, and community advocacy.

Senior Instructional Specialists

During the launch year, UPI will staff Senior Instructional Specialists to support all three UPI schools in the areas of Literacy and Mathematics. The UPI core team will provide direct administrative and content coaching support to principals and school teams driven by the cycle of coaching; providing various strategies for improving literacy and numeracy based upon teacher, student and campus needs. The major areas of focus for the consultants will include:

- Guiding the principal, Instructional Leadership Team (ILT) and Academic Team teams toward strong teaching FOR learning practices in numeracy and literacy.
- Engaging in problem-solving conversations when there are bumps in the road.
- Engaging grade level teachers in learning around best practices to support a culture and commitment to continuous improvement.
- Scheduling, organizing, facilitating, planning, and demonstration of model lessons for teachers on a continuous cycle and providing targeted feedback to school principals on recommended improvements.
- Attending content collaboration sessions to observe and provide feedback on implementation of core curriculum.
- Participating in Instructional Leadership Team (ILT) and Academic Committee meetings.
- Monitoring performance data trends and coaching towards differentiation based on student needs.
- Collaborating with the PPSD curriculum department and specialists assigned to the campus regarding possible next steps, extra time and support, as well as planning and implementation based on data points and real-time observations.

Office Manager

The Executive Director and UPI team will be supported by an Administrative Assistant. This UPI team member will support the organization and schools' needs through scheduling, office management and assistance, document creation, knowledge management, communications, and fundraising support.

Projected Staff Expansion

As UPI broadens its reach and begins internal efforts to build organizational capacity, there will be a need for additional staff. To that end, UPI has developed a growth strategy as it relates to "staffing UPI the organization. This expansion includes but is not limited to:

Year Two: The addition of a Director of Development, Director of Operations, Community Engagement Manager,

Year Three: The addition of a part-time Grant Writer

UP Team Field Schedule

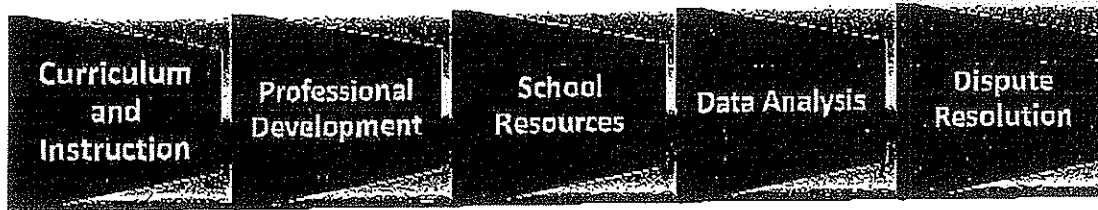
UPI's core team members will spend the majority of their time in UPI's schools. The figure below provides a sample staffing schedule that illustrates how UPI's staff will maintain a consistent and embedded presence in all of its schools. This schedule ensures that an UPI team member is on site at every school four days per week.

UPI Staff	Monday	Tuesday	Wednesday	Thursday	Friday
Executive Director	ED Duties	Lauro	Stuart	Alvarez	Team Planning & Preparation
Director of Academics/Operations	Stuart	Alvarez	Targeted Campus Visit Based on Need	Lauro	Team Planning & Preparation
Literacy Consultant	Alvarez	Targeted Campus Visit Based on Need	Lauro	Stuart	Team Planning & Preparation
Math Consultant	Lauro	Alvarez	Stuart	Targeted Campus Visit Based on Need	Team Planning & Preparation

School Governance Model: A Distributed Leadership Approach

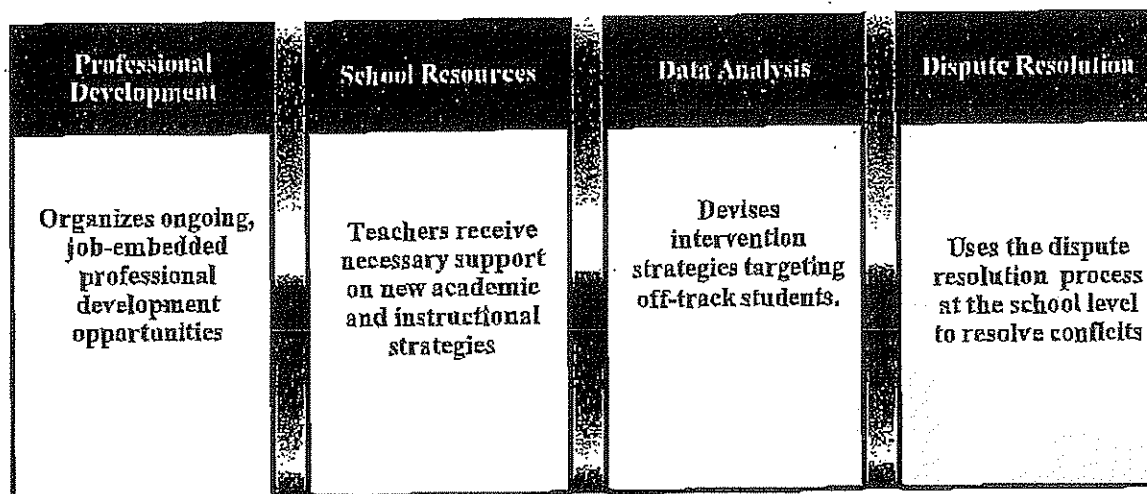
The EMO has been designed to enable UPI's staff, principals, teachers, students, and community members to lead the charge for reform by eliminating previous barriers and constraints imposed by contractual agreements, past practices, and bureaucratic procedures. The principles of collaboration and partnership undergird UPI's staffing and management model. Central to this is the idea of distributed leadership. This concept is perhaps most pronounced at the school level. UPI's schools will employ a distributed leadership model to help govern school activities and frame the decision-making process. EMO staff members will be available to support and guide school leaders and faculty members in this effort. At minimum, each UPI school will establish five committees comprised of UPI staff, school administrators, faculty members, staff, parents, community partners, and students (if/when appropriate). The purpose of these committees will be to create a structure and process that is conducive to community involvement and shared accountability. All faculty members will be required to participate on at least one of the following committees:

Instructional Leadership Team (ILT)-The ILT (see figure 2 below) will serve as the school's main governing committee and will be co-chaired by the Principal and Building Delegate. The co-chairs will determine the composition of the ILT. The ILT will have five supporting committees and the chairs of each of those committees will also serve on the ILT. The ILT will support and drive the transformation process and is responsible for overseeing:



By electing to work in an UPI school, all faculty members have agreed to settle work disputes at the school level. The ILT will hear teacher disputes and concerns, and use a standard decision-making protocol to resolve these issues. All teachers must work to resolve issues with the Principal before raising issues to the ILT. In the unlikely event that a dispute is irresolvable at the school level, this issue will be elevated to UPI's Executive Director and then to the Board of Directors.

Academics and Professional Learning Committee. The Academics and Professional Learning Committee (see figure below) will spearhead the selection, implementation, and evaluation of the school's curriculum, academic programming, and assessment system. UPI's schools will implement the district's standards-based and guaranteed and viable curriculum. This committee will ensure fidelity in its implementation.



The committee will also support the implementation of the district's teacher evaluation system. The committee will oversee and ensure the effectiveness of professional learning communities and common planning time. The committee will oversee and ensure the effectiveness of professional learning communities and common planning time. A critical part of this work will include developing a data-driven culture among faculty and staff.

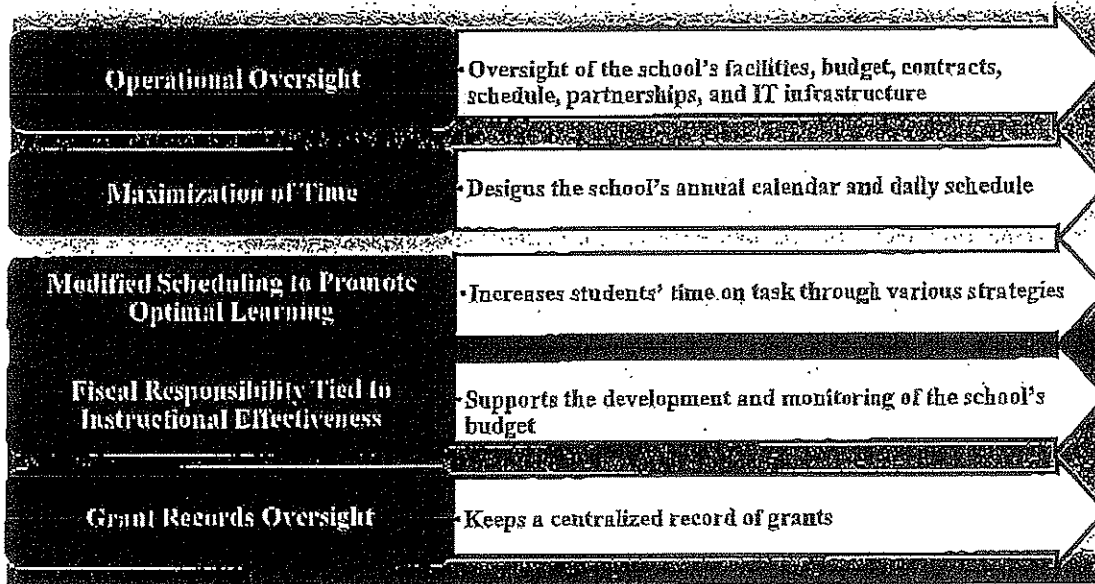
Operations Committee

The Operations Committee will support and provide oversight for the school's facilities, budget, contracts, schedule, partnerships, and IT infrastructure. This committee will design the school's annual calendar, daily schedule, and identify opportunities to expand and maximize learning time for students and staff. The committee will also seek opportunities to increase students' time on task through strategies such as:

- block scheduling
- before-/after-school programming

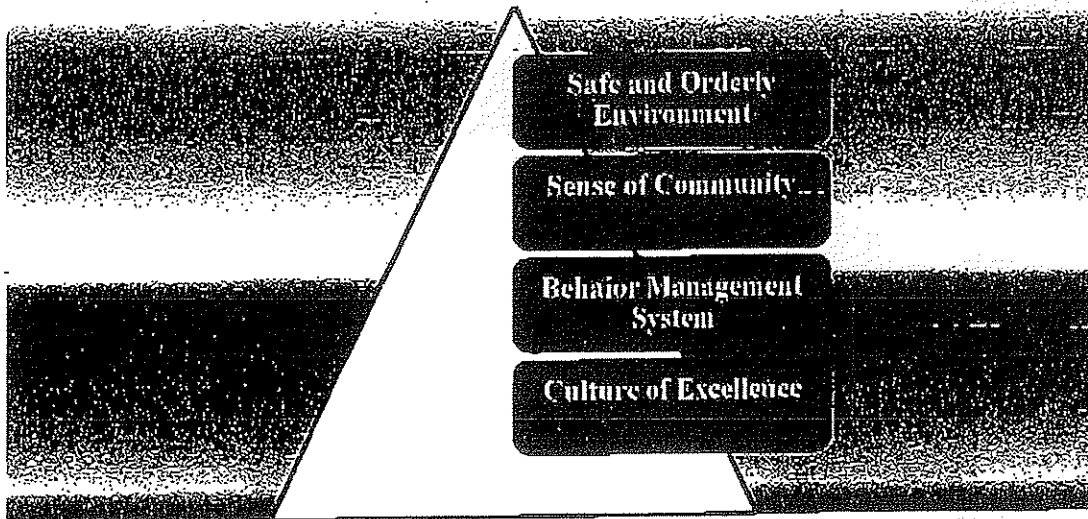
- external partnerships, virtual learning
- double-dose content periods
- staggered faculty scheduling.

Operations Committee

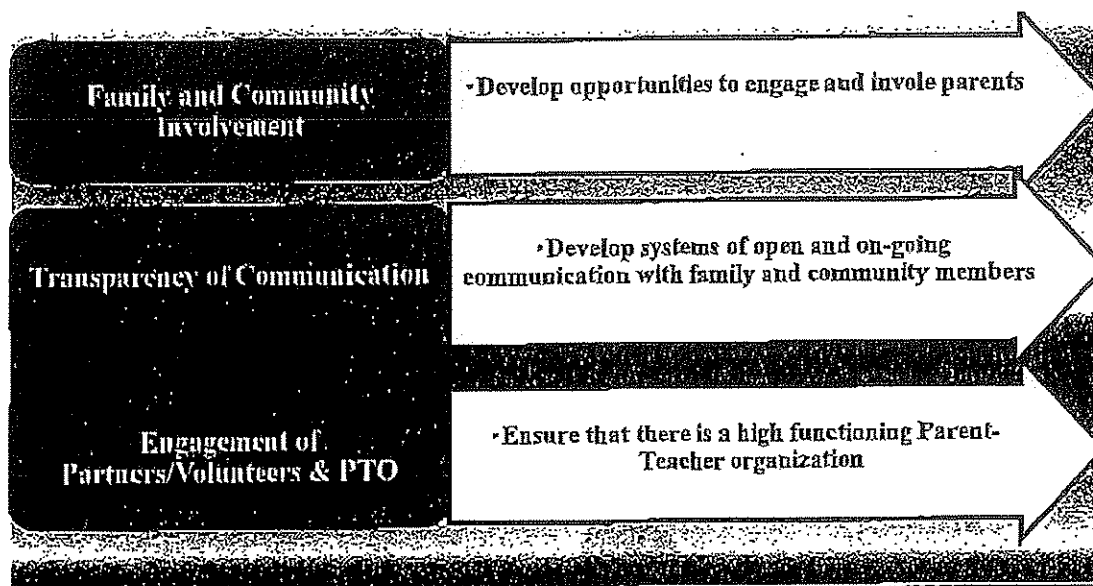


Working closely with UPI's Director of Operations, this committee will provide recommendations as to how the school should spend its discretionary funds and federal grant money, pursuant with the stipulations associated with these funds. This committee will also oversee spending associated with the School Improvement Grant. The committee will keep a centralized record of grants that the school community has been awarded and/or is actively pursuing.

Culture and Climate Committee. The Culture and Climate Committee will help to create and maintain a safe and orderly environment. Initially, this team will play an integral role in building a sense of community and establishing high expectations for all community members. This committee will support the implementation of the school's behavior management system. This committee will also foster a harmonious culture and climate among staff members.

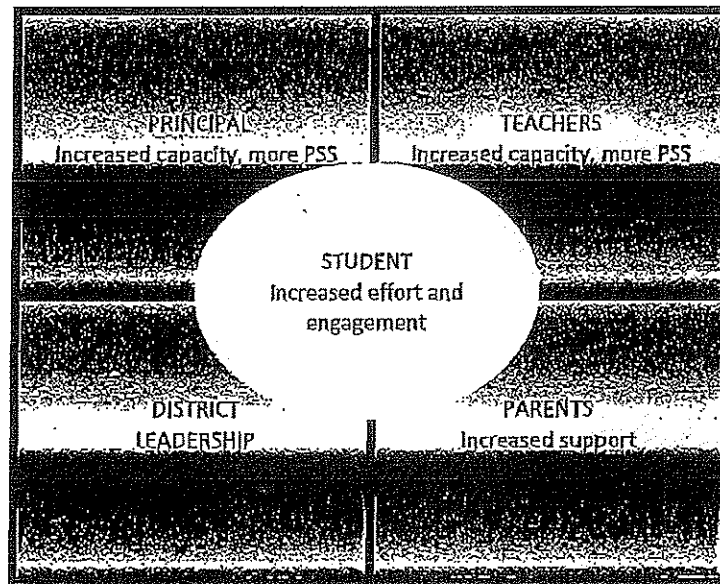


Community Engagement Committee. The Community Engagement Committee will develop opportunities for meaningful family and community involvement. This committee will promote transparency and ongoing communication with stakeholders. This committee will work with community partners and volunteers to provide for students and families' social-emotional needs. The Community Engagement Committee will work closely with the school's Parent-Teacher Organization.

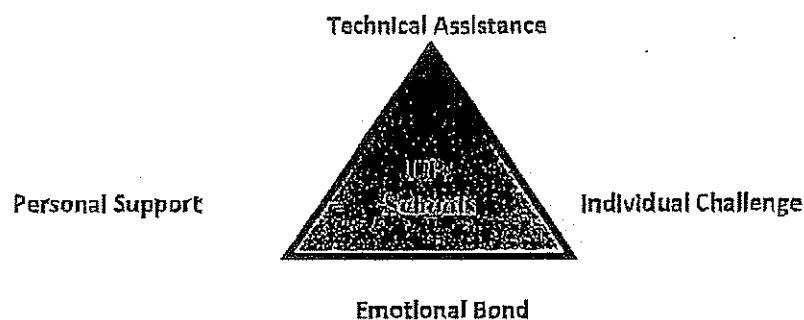


UPI's Field Model

To achieve our goal of significantly increasing achievement levels at all three UPI schools, the focus has to be on impacting all parts of the education eco-system including: principals, teachers, students, and parents in collaboration with Providence Public School District (PPSD).



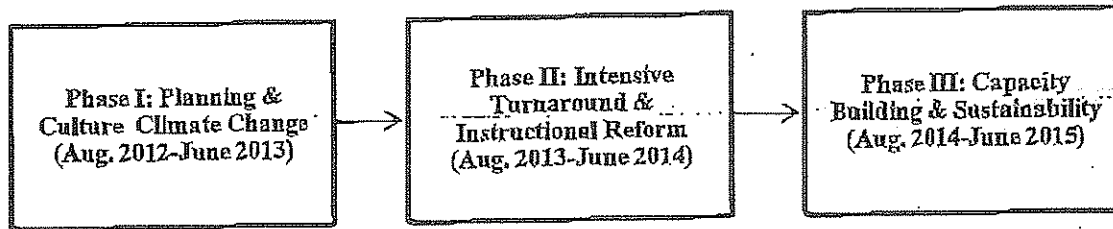
UPI's Theory of Action is grounded by Transformational Leadership Theory focused on the development of reflective school leaders capable of transforming urban schools. The UPI approach is based on collaborative inquiry, discovery, and learning process that empower UPI schools to explore their innermost thoughts, strengths, beliefs, and goals to create outer results as measured by improvements in academic achievement for students. The UPI Model relies on a coaching and mentoring model which requires collaboration at all levels of the school organization, and is based on three components: technical help, personal support, and individual challenge. These three elements are held together by an emotional bond between the UPI Executive Team, the ILT, and supporting committees (shown in the figure below).



Providence Schools

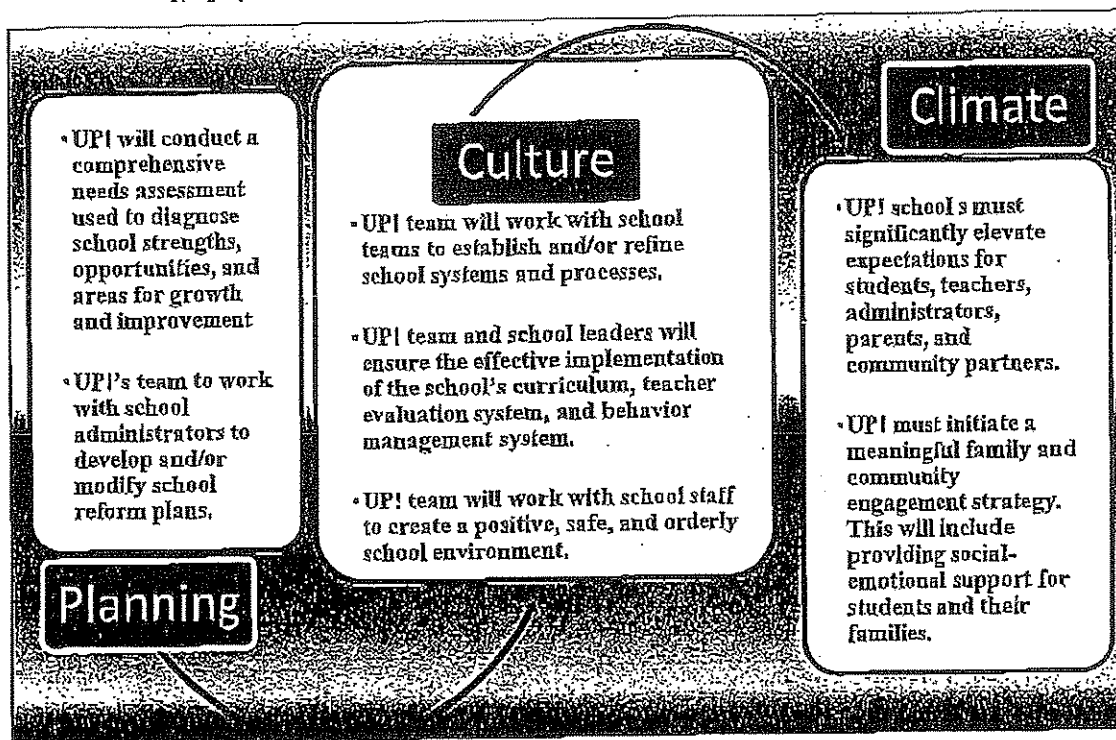
The UPI Transformation Model

UPI's school turnaround model requires a three-year intensive turnaround period that includes:



Phase I: Planning & Culture and Climate Change (Year 1: 2012-2013)

The initial phase of the transformation model will focus on school planning, stabilization, and culture and climate change. UPI will work with schools to lay the groundwork for the transformation process.



Phase I focuses on:

- assessing school needs and developing robust improvement plans
- stabilizing the school environment
- enhancing school climate and culture
- elevating expectations for students and staff
- setting the tone for the longer-term transformation process.

Throughout this phase, UPI will introduce the ongoing practice of using data to inform decision-making and drive instructional improvements. UPI will monitor leading indicators of school stabilization and improvement. School data will be used to design professional development and identify off-track students and target



Interventions for those students. To ensure fidelity to the UPI Transformation Model, core strategies for each phase of the Initiative serve as benchmarks for schools to continually measure progress against UPI standards.

UPI Core Strategy I: The School as a High Performance Organization

1. Principals will have concrete strategies to develop and share leadership with teachers, other staff and the community.
2. Teachers will have opportunities to assume leadership and share responsibility for instructional decisions.
3. The school's strategic plan will be based upon data and includes a professional development plan that responds to student needs and diversity.
4. Leaders will consistently execute and meet deadlines.
5. Procedures will be in place and consistently followed (discipline, budget, records, decision making).
6. Human and material resources (including time) will be effectively used to support student achievement.
7. Teachers will have adequate planning time.
8. Schools will have highly qualified teachers.

UPI Core Strategy II: Establishing a Culture of Achievement for All Students

1. A high expectations and no excuses attitude will permeate all UPI schools.
2. Social and emotional supports and wraparound services will meet individual student needs.
3. Every UPI school will create a safe and orderly school environment for all students.
4. UPI schools will produce meaningful and ongoing parent and family engagement.
5. UPI schools will strengthen community and partner involvement.
6. Systems will be established for recruitment and new teacher induction.
7. Job-embedded professional development will be designed to meet individual teacher needs.
8. All UPI principals will receive leadership development support from the Executive Director and Director of Academics.
9. Classroom walkthroughs and teacher evaluations will be consistent with PPSD standards.
10. Each UPI school will function as a Professional Learning Community, and the three UPI schools will become a Community of Practice.

UPI Core Strategy III: Safe and Orderly Schools that Promote Learning First

1. Each UPI school will have a progressive discipline plan known by all staff at the school.
 - Teachers and administrators will be consistent in responding to behavioral issues and in the application of the discipline plan.
2. Buildings will be secure environments for learning.
 - Access to each UPI school building will be controlled and monitored and there will be posted procedures regarding visitors, entry in schools, etc.
 - A crisis plan will be in place and regularly updated, with training and practice drills.
3. UPI buildings and classroom environments will be clean and well-maintained.
4. UPI schools will provide appropriate support services that facilitate students' physical and behavioral health.

- UPI schools will develop a continuum of prevention and intervention services tailored to student population needs.
- Core Teams will analyze data to plan and implement interventions for groups and individual students.
- Interventions will be identified and implemented, with follow-up to monitor progress.
- Positive school climate strategies will be evident in every UPI school.
- Norms and expectations for behavior will be aligned with the progressive discipline plan and clearly posted throughout UPI schools.
- Students will be able to articulate the expectations for student conduct.
- Staff will be visible and students will be actively monitored during transition times, "hot spots", etc.

UPI Core Strategy IV: Public Engagement that Creates Alliances and Partnerships

1. The ILT will be in place and actively provide guidance and assistance to school leadership.
2. School staff will follow protocols for greeting visitors, taking messages and responding promptly and effectively to concerns.
3. Active business partnerships will be established and cultivated to support specific school goals and overall progress.
4. Volunteers will work in and with the school.
5. Informational sessions will be held for parents about New England Common Assessment Program (NECAP) and other assessments.
6. There will be a functioning PTO that represents all parents.
7. The Principal will regularly communicate with parents and implement a parent involvement policy.

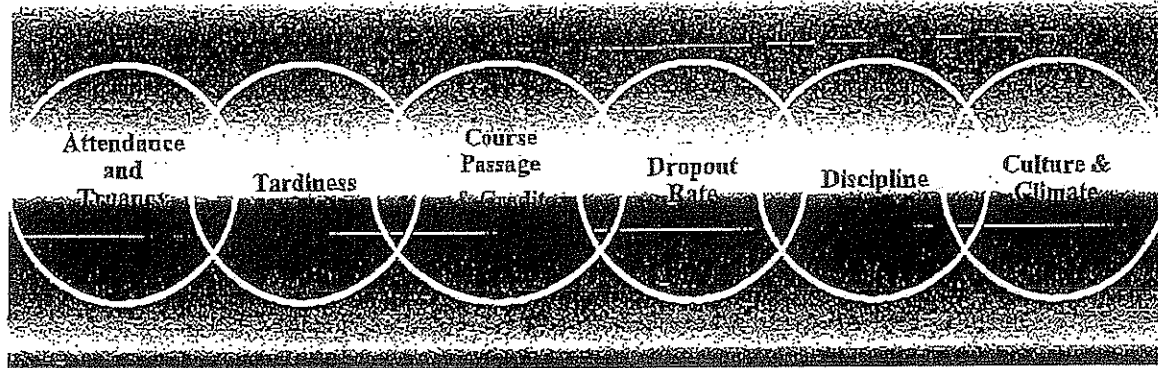
School Level Performance Measures for Year One (Leading Indicators-2012-2013)

UPI will regularly collect data for both leading and lagging indicators of student growth and school improvement. Leading indicators demonstrate signs of growth or change in a particular direction and provide an early read on progress towards long-term goals.

During the first year of turnaround, UPI will rely heavily on:

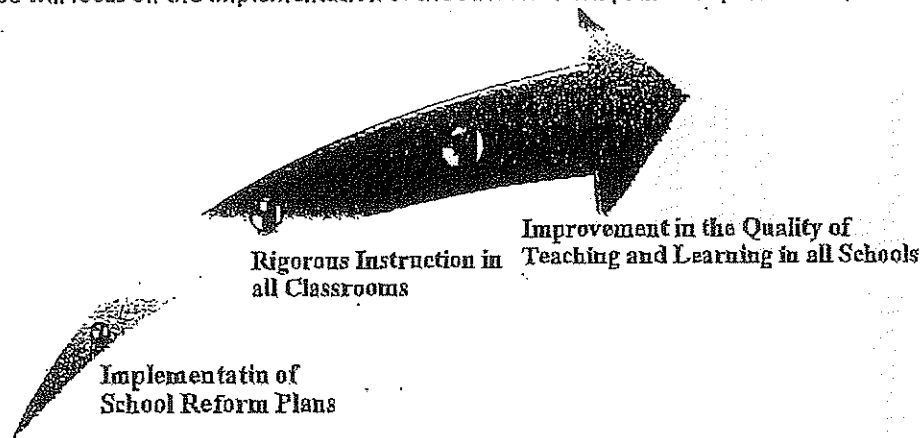
- Process benchmarks and leading indicators of success.
- Tracking school culture, satisfaction, and engagement metrics to ensure that the schools are on-track for the long-term transformation process and to apply midcourse corrections, as needed.
- Investing considerable time and energy into establishing school processes and systems during Year 1; therefore, UPI will also track metrics pertaining to school operations, communications, fidelity to the reform plan, and the extent to which all parties are effectively collaborating.

UPI will work closely with individual school leadership teams to set annual performance benchmarks that are informed by the previous year's data. These targets will be determined by longitudinal data and the distribution of students' current performance levels. The Leading Indicators for Year One include measureable improvements in:



Phase II: Intensive Turnaround and Instructional Reform (Year 2: 2013-2014)

The second phase will focus on the Implementation of the school reform plans and performance monitoring.



The UPI Framework for School Transformation

Assessment FOR Learning will be the framework for school transformation in all UPI schools to enhance the learning environment, promote academic rigor and increase post-secondary success for their students. Assessment FOR Learning acknowledges the critical importance of the instructional decisions made by students and their teachers working together as a team. Assessment FOR Learning motivates students by providing consistent feedback to help them believe that success is within reach if they continue to try. The students understand where they are going. They are provided a clear understandable vision of the learning targets. The teacher provides explicit models of strong and weak work to help students clarify the attributes and standards of excellence.

A safe learning environment must be established in all UPI schools. The students must be in the work. Regular descriptive feedback will be provided to the students. The students understand their strengths. The results are prescriptive and individualized. Self-assessment is a necessary part of the learning, as students identify strengths and weaknesses in their own work and set goals for further learning. Instructional planning will be responsive to student learning. UPI schools will ensure that teachers modify and adjust their pacing and strategies to align with the needs of their students. When assessment information identifies a need, instruction will be adjusted to target that need. The learning will scaffold by narrowing the focus of a lesson to help students master a specific learning goal.

UPI as a Professional Learning Community

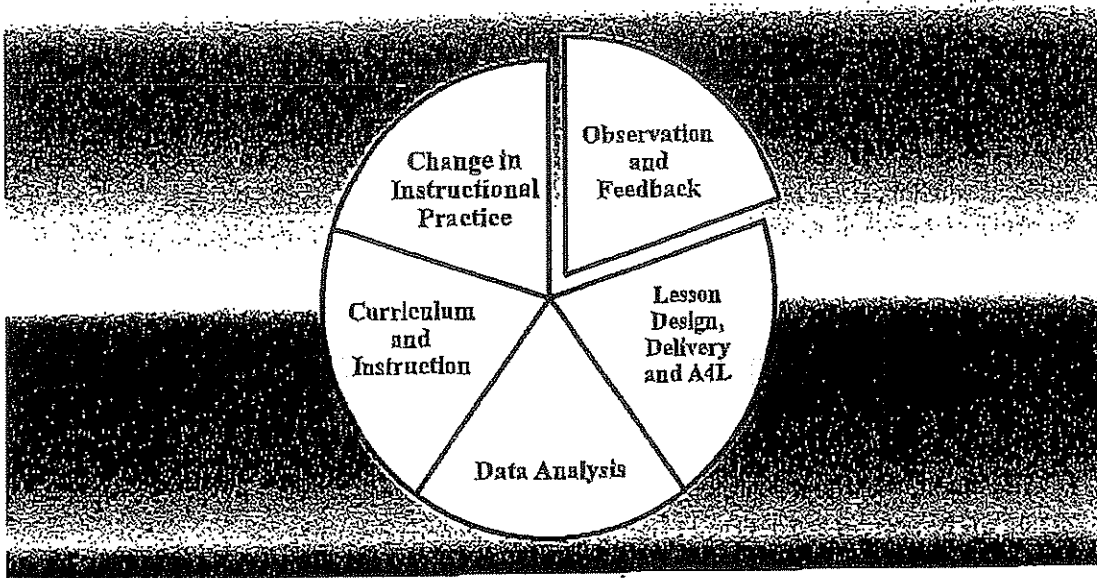
UPI will lead the implementation of creating strong Professional Learning Communities (PLCs) on each campus. PLCs are committed to focusing on learning for all. There is a clear mission and vision articulated. There are systems implemented that ensure that high levels of learning for all students is valued within the school. At all UPI schools an academic school culture will be created that is pre-occupied with implementing strong collaboration among teams focused on smarter and stronger for all students and adults. Collective inquiry into best practices will be supported.

Every UPI school will reflect an action orientation culture to do things differently. Campus leaders and teachers will create an environment of continuous improvement that fosters open collaboration and focused professional development. UPI Schools will have a laser-like focus on and commitment to powerful quantitative and qualitative results rather than intentions. With the help of the UPI Content Coaches, teams will deconstruct PLC questions to determine answers to the following four questions:

- What do we want students to know, understand and be able to do?
- How are we going to teach in a way that is relevant and engaging as well as develop strong units of study?
- What is the evidence of learning?
- What do we do when students did not learn?

UPI Performance Coaching Loop

Every great player needs a coach. Someone that responds to questions, offers feedback, and builds their capacity to do things at high levels when the coach is not present. Through Performance Coaching within the UPI schools, this targeted work will be achieved closest to the student level. It is through the UPI Cycle of Coaching that this essential work can be achieved (see figure below).

**UPI Data Management System**

UPI Schools will promote the design and implementation of effective data management systems that create a data driven culture within its schools. UPI principals will gain a deep understanding of how to improve learning for all students grounded by the implementation of strong systems evidenced by the process of gathering,

Intersecting and organizing different categories of data more effectively. Formative and summative assessment data will be analyzed and used to make informed decisions about instruction on a regular basis.

The UPI model supports the growth of teachers in data management practices by supporting on-going professional development during collaborative meetings focused on the processes by which teachers will collect various data points and understand how to analyze and interpret the data to inform instructional practices based on differentiation. The UPI Team will support schools in building such a strong data driven culture that data analysis becomes an inherent, ongoing and uncomplicated practice.

UPI teachers in collaboration with the UPI Team will collaboratively develop frequent common assessments that are aligned to the taught curriculum. Data reports will be generated to provide specific, valuable feedback regarding individual student performance by; class period, section, objective/learning target and content teacher. UPI teachers will understand the value in drilling down into the assessment and how data provides the lens by which the classroom teacher can determine implications that student performance has on lesson design, instructional delivery, pacing, and the curriculum fidelity.

UPI schools will understand the importance of transparency as it relates to student progress, therefore a campus culture in an UPI school embraces displaying and publishing data to ensure that there is a heightened sense of awareness around student progress and attainment of campus and program goals. Data walls will become natural part of the campus culture.

UPI Core Strategy V: Continuous Improvement of Curriculum and Instruction in Every

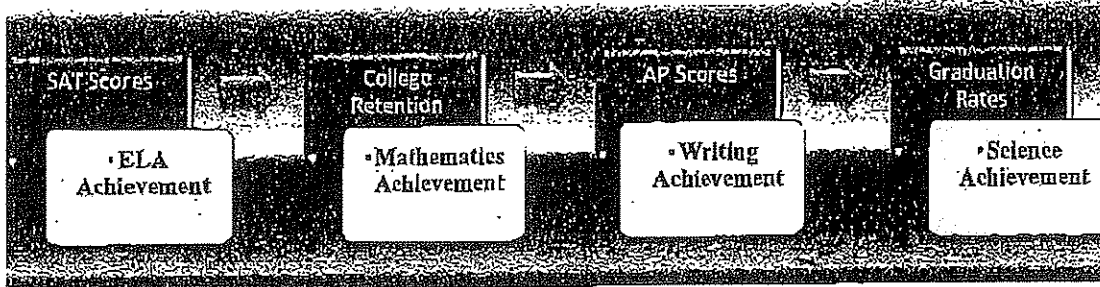
1. Students will be actively engaged in learning.
 - Students will participate in hands-on activities/learning.
 - In all UPI classrooms, students will be attending and/or listening.
 - Students and teacher will engage in inquiry-based learning (questioning/responding).
 - Students will learn and participate in exploration.
 - Student work will align to PPSD Curriculum.
 - Instruction will be differentiated to meet the needs of individual learners.
 - Students will work in individual, small groups, and teacher and student led discussions.
 - An obvious/observable instructional calendar/plan that accounts for specific instructional levels of students will be created.
 - Evidence of specific targeted instruction will be matched to specific students using progress monitoring tools.
2. Teachers will utilize coherent curriculum for classroom instruction.
 - Students will be able to explain what they are learning.
 - Correlates to content of PPSD curriculum will be evident in every classroom.
 - Student work will be posted in all UPI classrooms.
3. Instruction will be rigorous and designed to move students beyond proficiency.
 - Instruction will progress in accordance with the New Bloom's Instruction will be meaningful and applicable to real world.
 - Grade appropriate content, assignments and homework will be given to all UPI students.
 - In every subject UPI students will read, write, and solve problems regularly; doing work of high cognitive demand.
 - Evidence of use of common assessments and their analysis will be monitored by the Academic Committee.

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- Aligned, standards-based curriculum and research-based academic programming.
- Formative and summative assessments will be monitored.
- Teachers will use data to differentiate instruction.
- Expanded learning opportunities will be provided in all UPI schools.
- Interventions for off-track students will be grounded by a Response to Intervention Model.

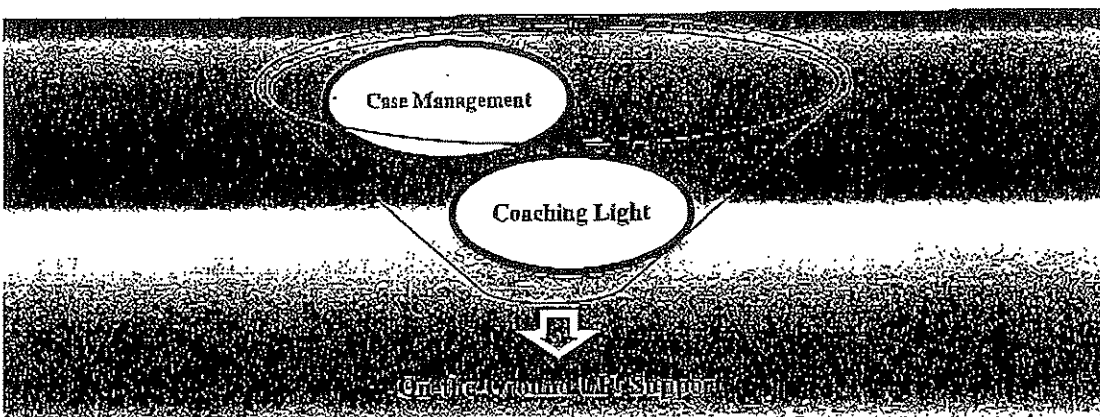
School Level Performance Measures for Year Two (Lagging Indicators-2013-2014)

Lagging indicators include outcome metrics or results expected in the long term. Though UPI will track lagging indicators (e.g., student achievement data) throughout the process, there will be a heightened focus on impact metrics during the second and third years of implementation. Beyond the three targeted schools, UPI's success will be determined by the extent to which promising strategies in these schools are successfully replicated within the district and this model across the nation. The Lagging indicators for Year Two include measureable improvements in:



Phase III: Capacity Building and the Sustainability of Reform Efforts (Year Three 2014-2015)

The final phase will focus on building school-level capacity and ensuring the sustainability of reform efforts; UPI will decrease its involvement in the daily management of the schools.



This will allow UPI to maintain a portfolio of schools receiving lighter-touch supports, while also bringing on new schools to start the intensive turnaround process. After the rapid turnaround period, UPI and school staff will settle into a process of making long-term improvements. UPI's team will focus on capacity building and maintaining excellent practices. The emphasis during this phase will be on sustainability and achieving results on lagging indicators of student achievement.

Appendix B: School-Level Performance Benchmarks

Pursuant with Section 4: XI of this Agreement, UPI and PPSPD will collaboratively determine annual performance targets for each school. Within forty-five (45) days of the commencement of the partnership, UPI and PPSPD shall complete a thorough needs assessment of the schools and selected growth goals for each school.

Carl G. Laura Elementary School

Performance Measures	Historical & Baseline Data		Performance Benchmarks		
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Student Attendance Data		92.78%	94%	95%	97%
Excessive/Chronic Absenteeism Rate (1)		31.2%	28.2%	25.2%	22.2%
Kindergarten		36.8%	33.0%	30.0%	27.0%
First Grade		33.0%	30.0%	27.0%	24.0%
Second Grade		29.6%	26.6%	23.6%	20.6%
Third Grade		30.8%	27.8%	24.8%	21.8%
Fourth Grade		27.1%	24.1%	21.1%	18.1%
Fifth Grade		27.1%	24.1%	21.1%	18.1%
UPI Stakeholder Survey Data (2)			Baseline Year	TBD	TBD
Teacher Effectiveness (3)			Baseline Year	TBD	TBD
Number of Community Events (4)			Baseline Year	TBD	TBD
Reading Street Assessment Data			Baseline Year	TBD	TBD
DIBELS Percentage Meeting Benchmark		52%	Baseline Year	55%	58%
GRADE Overall Percentage Below Average (5)			Baseline Year		
Fourth Grade		42.7%	Baseline Year	39.7%	36.7%
Fifth Grade		46.9%	Baseline Year	43.9%	40.9%
UPI Mathematics Assessment Data (Sept. & May) (6)			Baseline Year	TBD	TBD
NECAP Reading Proficiency Overall			Baseline Year	TBD	TBD
Sub-Group Proficiency					
African American	31%	38%	Baseline Year	41%	44%
Hispanic	42%	35%	Baseline Year	38%	41%
White	0%	26%	Baseline Year	29%	34%
LEP	21%	19%	Baseline Year	21%	24%
IEP	14%	11%	Baseline Year	13%	16%
Third Grade Proficiency		44%	Baseline Year	53%	59%
Fourth Grade Proficiency		32%	Baseline Year	41%	46%
Fifth Grade Proficiency		28%	Baseline Year	36%	41%
NECAP Grade 5 Writing Proficiency			Baseline Year	23%	29%

Performance Measures	Historical & Baseline Data		Performance Benchmarks		
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
NECAP Math Proficiency Overall					
Sub-Group Proficiency					
African American	21%	29%	Baseline Year	32%	35%
Hispanic	49%	31%	Baseline Year	34%	37%
White	0%	26%	Baseline Year	29%	32%
LEP	16%	16%	Baseline Year	19%	22%
IEP	7%	10%	Baseline Year	13%	16%
Third Grade Proficiency	37%	30%	Baseline Year	37%	42%
Fourth Grade Proficiency	41%	36%	Baseline Year	43%	48%
Fourth Grade Proficiency	27%	30%	Baseline Year	37%	42%

Performance Measure Details:

(1) *Excessive/Chronic Absenteeism Rate:* In order to have a true measure of UPIs impact on overall student attendance, the organization will measure the combined reductions in Excessive and Chronic absenteeism rates for Lauro overall, as well as by grade level.

(2) *UPI Stakeholder Survey:* To measure UPIs Impact on changing culture and climate over the course of the three-year turnaround efforts, UPI will develop a stakeholder survey issued to parents, teachers, supporting staff, and students in the fall and spring. The organization will use the 2012-2013 school year as a baseline year, and comparative targets for the remaining years will be inserted once the baseline data is available in May 2013.

(3) *Teacher Effectiveness:* Due to changes in the teachers evaluation weighting system, the 2012-2013 school year will serve as a baseline. Comparative targets will be set once the baseline data is available in May 2013.

(4) *Number of Community Events:* UPI is in the process of working with its schools to establish a standardized menu of parent and family events that will be used to measure this performance target. While schools will still host varied events based on campus needs, the standardization of events, will produce a cleaner measure of performance over the course of the transformation period. To that end, the 2012-2013 school year will serve as a baseline year. Comparative targets will be set once the baseline data is available in May 2013.

(5) *GRADE Overall Decrease in Percent Below Average:* UPI will reduce the percentage of students performing below average at each grade level tested.

(6) *UPI Mathematics Assessment Data:* Using the Distributed Leadership Model, UPI Senior Mathematics Specialist will work with teacher leaders and math teachers to create common assessments across its network of schools. This assessment will be given in the fall and spring as a measure of performance. This performance target will be driven by UPIs ability to increase the percentage of students meeting 70% proficiency.

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Gilbert Stuart Middle School

	Historical & Baseline Data		Performance Benchmarks		
Performance Measures	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Student Attendance Data		91.34%	94%	96%	98%
Excessive/Chronic Absenteeism Rate (1)		37.9%	35.0%	32.0%	29.0%
Sixth Grade		27.3%	24.3%	21.3%	18.3%
Seventh Grade		33.7%	30.7%	27.0%	24.0%
Eighth Grade		42.7%	39.7%	36.7%	33.7%
UPI Stakeholder Survey Data (2)			Baseline Year	TBD	TBD
Teacher Effectiveness (3)			Baseline Year	TBD	TBD
Number of Community Events (4)			Baseline Year	TBD	TBD
GRADE Overall Percentage Below Average (5)			Baseline Year		
Sixth Grade		35.4%	Baseline Year	32.5%	29.5%
Seventh Grade		39.0%	Baseline Year	36.0%	33.0%
Eighth Grade		40.2%	Baseline Year	37.2%	34.2%
UPI Mathematics Assessment Data (Sept. & May) (6)			Baseline Year	TBD	TBD
NECAP Reading Proficiency Overall					
Sub-Group Proficiency					
African American	41%	41%	Baseline Year	41%	44%
Hispanic	29%	38%	Baseline Year	38%	41%
White	19%	0%	Baseline Year	29%	34%
LEP	4%	10%	Baseline Year	13%	16%
IEP	7%	6%	Baseline Year	9%	12%
Sixth Grade Proficiency	33%	42%	Baseline Year	48%	52%
Seventh Grade Proficiency	29%	34%	Baseline Year	39%	44%
Eighth Grade Proficiency	34%	44%	Baseline Year	51%	55%
NECAP Grade 8 Writing Proficiency			Baseline Year	32%	37%
NECAP Math Proficiency Overall					
Sub-Group Proficiency					
African American	27%	16%	Baseline Year	19%	22%
Hispanic	21%	20%	Baseline Year	23%	26%
White	19%	0%	Baseline Year	3%	6%
LEP	3%	2%	Baseline Year	5%	8%
IEP	1%	4%	Baseline Year	7%	10%
Sixth Grade Proficiency	19%	30%	Baseline Year	37%	42%
Seventh Grade Proficiency	16%	17%	Baseline Year	25%	30%
Eighth Grade Proficiency	19%	25%	Baseline Year	32%	37%



Performance Measure Details:

(1) *Excessive/Chronic Absenteeism Rate:* In order to have a true measure of UPIs impact on overall student attendance, the organization will measure the combined reductions in Excessive and Chronic absenteeism rates for Lauro overall, as well as by grade level.

(2) *UPI Stakeholder Survey:* To measure UPIs impact on changing culture and climate over the course of the three-year turnaround efforts, UPI will develop a stakeholder survey issued to parents, teachers, supporting staff, and students in the fall and spring. The organization will use the 2012-2013 school year as a baseline year, and comparative targets for the remaining years will be inserted once the baseline data is available in May 2013.

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(5) *GRADE Overall Decrease In Percent Below Average:* UPI will reduce the percentage of students performing below average at each grade level tested.

(6) *UPI Mathematics Assessment Data:* Using the Distributed Leadership Model, UPI Senior Mathematics Specialist will work with teacher leaders and math teachers to create common assessments across its network of schools. This assessment will be given in the fall and spring as a measure of performance. This performance target will be driven by UPIs ability to increase the percentage of students meeting 70% proficiency.

Dr. Jorge Alvarez High School

Performance Measures	Historical & Baseline Data		Performance Benchmarks		
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Student Attendance Data		82.48%	86%	89%	91%
Excessive/Chronic Absenteeism Rate (1)		74.8%	70%	67%	64%
Ninth Grade		71.1%	67%	64%	61%
Tenth Grade		60.7%	57.7%	54%	50%
Eleventh Grade		56.9%	55%	53%	50%
UPI Stakeholder Survey Data (2)			Baseline Year	TBD	TBD
Teacher Effectiveness (3)			Baseline Year	TBD	TBD
Number of Community Events (4)			Baseline Year	TBD	TBD
GRADE Overall Percentage Below Average (5)			Baseline Year		
Ninth Grade		31.2%	Baseline Year	28.5%	25.0%

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Tenth Grade		37.5%	Baseline Year	34.%	31.%
Eleventh Grade		46.3%	Baseline Year	43.%	40%
Twelfth Grade		56.2%	Baseline Year	53%	50%
UPI Mathematics Assessment Data (Sept. & May) (6)			Baseline Year	TBD	TBD
NECAP ELA Proficiency Overall					
Sub-Group Proficiency					
African American	46%	44%	Baseline Year	46%	48%
Hispanic	52%	40%	Baseline Year	42%	45%
White	41%	42%	Baseline Year	45%	47%
LEP	0%	4%	Baseline Year	7%	10%
IEP	12%	14%	Baseline Year	15%	17%
Eleventh Grade Proficiency		14%	Baseline Year	27%	36%
NECAP Math Proficiency Overall					
Sub-Group Proficiency					
African American	1%	2%	Baseline Year	4%	7%
Hispanic	5%	4%	Baseline Year	7%	10%
White	0%	5%	Baseline Year	8%	10%
LEP	0%	0%	Baseline Year	4%	10%
IEP	0%	0%	Baseline Year	5%	9%
Eleventh Grade Proficiency		2%	Baseline Year	8%	12%

Performance Measure Details:

(1) *Excessive/Chronic Absenteeism Rate:* In order to have a true measure of UPIs Impact on overall student attendance, the organization will measure the combined reductions in Excessive and Chronic absenteeism rates for Lauro overall, as well as by grade level.

(2) *UPI Stakeholder Survey:* To measure UPIs Impact on changing culture and climate over the course of the three-year turnaround efforts, UPI will develop a stakeholder survey issued to parents, teachers, supporting staff, and students in the fall and spring. The organization will use the 2012-2013 school year as a baseline year, and comparative targets for the remaining years will be inserted once the baseline data is available in May 2013.

(3) *Teacher Effectiveness:* Due to changes in the teachers evaluation weighting system, the 2012-2013 school year will serve as a baseline. Comparative targets will be set once the baseline data is available in May 2013.

(4) *Number of Community Events:* UPI is in the process of working with its schools to establish a standardized menu of parent and family events that will be used to measure this performance target. While schools will still host varied events based on campus needs, the standardization of events, will produce a cleaner measure of performance over the course of the transformation period. To that end, the 2012-2013 school year will serve as a baseline year. Comparative targets will be set once the baseline data is available in May 2013.

(5) *GRADE Overall Decrease in Percent Below Average:* UPI will reduce the percentage of students performing below average at each grade level tested.

Providence Schools

(6) UPI Mathematics Assessment Data: Using the Distributed Leadership Model, UPI Senior Mathematics Specialist will work with teacher leaders and math teachers to create common assessments across it network of schools. This assessment will be given in the fall and spring as a measure of performance. This performance target will be driven by UPI's ability to increase the percentage of students meeting 70% proficiency.