



ROUTING INFORMATION: INITIAL/DATE

Budget Office _____ Senior Staff _____

PURCHASING ADM _____ 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>Kregg Cuellar, Ed.D.</u>	Organization:	<u>United Providence! (UP!)</u>
Department/School:	<u>Office of Transformation & Innovation</u>	Contact Person:	<u>Sheri Miller-Williams, Ph.D., Executive Director, UP!</u>
Phone #:	<u>(401) 278-2099</u>	Address:	<u>99 Corliss Street Providence, RI 02904</u>
		Phone # :	<u>(401) 421-4014</u>

Proposed School Board Agenda Submission Date: September 21, 2012
 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 N/A

1. Do you have existing funds and an existing budget code to pay this cost? Yes N/A
 2. Budget Codes: _____ /Source Federal funds: Title I, IDEA, Title III Requisition #: _____
 3. Desired Start Date: October 1, 2012

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 N/A

REVIEWED AND APPROVED:

Originator's Signature _____ Date _____

Budget Office Signature _____ Date _____

Authorized Signature (Senior Staff) _____ Date _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN PROVIDENCE PUBLIC SCHOOL DISTRICT
AND UNITED PROVIDENCE! (UP!)**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN PROVIDENCE PUBLIC SCHOOL DISTRICT
AND UNITED PROVIDENCE! (UP!)**

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 (UP!)**, hereinafter referred to as “Consultant” or “UP!.” The District and UP! agree to the terms set forth below and in the appendices and exhibits attached hereto and incorporated herein.

<p>Providence Public School District 797 Westminster Street Providence, RI 02903 Contact: Kregg Cuellar, Ed.D. Phone: (401) 278-2099 Email: kregg.cuellar@ppsd.org</p>	<p>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 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, 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 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. PPSD will partner with UP! to help manage the turnaround process in clusters of the District’s Innovation Schools. UP! 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, UP!, 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 UP! are entering into a collaboration to jointly undertake this work in three Innovation Schools. UP! will provide academic and operational management and maintain an embedded presence in the schools. UP! will receive authority and flexibility in exchange for heightened accountability for student results. PPSD and the three Innovation Schools will participate, cooperate, and fully commit to the implementation of this partnership model. PPSD'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 UP!'s operations, allowing UP! the maximum level of freedom and autonomy permissible by law and by applicable collective bargaining agreements. In addition, PPSD and UP! 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 PPSD and UP!. 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.** PPSD and UP! 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:

UP! 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. UP!'s role has four major components:

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

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.** UP! 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 UP!. UP! understands that PPSD reserves the right to approve or reject any subcontracts.
- d. **Embedded, Consistent School Presence.** UP! will maintain an embedded, consistent, and daily presence in each school four days per week throughout the duration the partnership. UP! 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.** UP! 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.** UP! 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.** UP! 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.** UP! 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.** UP! 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 UP! 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 UP! 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 UP! in three installments on an annual basis. Payments will cover a third of the annual contract costs and will be due to the UP! 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 UP! will expand its staffing during Phases II and III, and payments during these years with 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 UP! 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.** UP!, 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 UP! may use said funds in any manner consistent with the terms of any awarded grants. Any such monies received by UP! shall not reduce the fees due under this MOU.
 - 6. **Supplemental Fundraising.** UP! 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 UP!’s use of additional funds.
 - 7. **Funding for Additional Programs.** UP! shall not be obligated by PPSD to provide any mandatory supplemental programs for which it has not received funding.

- e. **In-Kind District Services.** UP! 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 UP! and PPSD.

SECTION 3: SCOPE OF WORK & CONDITIONS FOR SUCCESS:

VII. SCOPE OF SERVICES AND DELIVERABLES:

UP! will provide academic, managerial, and operational expertise in support of the building principal and faculty as set forth in UP!’s response to PPSD’s RFQ for Lead Partners and Appendix A (see Appendix A: Scope of Services and Deliverables). UP! shall design and implement comprehensive reform plans working in collaboration with PPSD and the school communities. Plans must be consistent with SIG guidelines. UP! 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 UP! prior to contracting with supporting partners or vendors that will be supporting the three schools they are servicing.

The Parties intend that PPSD will continue to provide many school site and back-office services to the affected schools while under UP!'s operation. As expressly stated, OTI staff will be responsible for ensuring that all services are efficiently and expeditiously provided to UP! 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. UP! 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. UP! 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. UP!, 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 UP! the following level of autonomy and flexibility:

1. **People.** If and whenever possible, UP! will have the authority to confirm all new school-level hires. UP! will work collaboratively with building administrators to make staffing decisions and assignments driven exclusively by student and programmatic needs. UP! will support the evaluation process of faculty and staff. UP! 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.** UP! 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.** UP! will support the development of school-level budgets; UP! and the OTI shall approve schools' annual budgets. UP! shall provide ongoing financial oversight.
4. **Programs.** UP! shall lead the design and implementation of all school improvement strategies. In assuming responsibility for the programmatic operations of the schools, UP! will have the right to modify or eliminate existing academic and extracurricular programs and to develop new programs.
5. UP! 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 UP!. The role of the OTI shall be to manage the performance contract with UP! and expeditiously resolve issues and problems confronted by UP! 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 UP! (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 UP!'s reform efforts by identifying PPSD staff that will work closely with the UP! 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 UP!'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, UP! 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 UP! will maintain regular communication to promote maximum levels of transparency and collaboration. UP! will maintain frequent communication with the OTI. Every month,

UP! 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 UP! personnel will be on site at each school. UP! 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.** UP!, 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, UP! 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.** UP! shall implement the State-approved evaluation system for school administrators; UP! and the Executive Director of the OTI shall collaboratively evaluate building administrators. PPSD will provide UP!’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.** UP! shall provide the OTI with a written recommendation regarding leader renewal and dismissal. UP! 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. UP! shall collaborate with PPSD to design a performance-based incentive compensation plan for school administrators.
 - 5. **Selection of School Staff.** UP! shall work collaboratively with the building principals and hiring teams to recruit, identify, and hire school faculty and staff.
 - 6. **Evaluation of Teaching Staff.** UP! 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 UP!’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 UP! access to appropriate HR information held at the District level. UP!, 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, UP! shall exercise its authority to identify and reward teachers and other staff who have increased student achievement. UP! 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.

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. UP! 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 UP!-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, UP! may assign instructional coaches, leadership mentors, or other staff to work in the schools. These personnel are to be considered employees of UP! and will not be considered employees of PPSD for any purposes.
12. **Selection of Non-instructional Staff.** UP!, 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 UP!. 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 UP! 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.** UP! 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. UP! 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. UP! 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 UP! of any change in enrollment capacity that may have a material impact on the schools, and will allow UP! input on the proposed change.

- c. **Admissions and Recruitment.** UP! 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 UP! or PPSD may undertake student recruitment efforts if there are still available seats at the schools. UP! will participate in approval of student transfers during the school year.
- d. **Non-Discrimination.** UP! 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 UP! 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 UP! 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 UP! a stable and viable organization? (3) Are UP! 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.** UP! and PPSD agree that, given the level of mutual accountability, both Parties must have the ability to view student-level data. UP! 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. UP! 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 UP! 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 UP! (see Section 4: Article XII).
- c. **Performance Metrics:**
 - 1. **Organizational Stability and Viability.** UP! shall submit an updated organizational chart and financial statements to PPSD annually. The financial statements shall be prepared at UP!’s expense by an independent auditor in accordance with generally accepted accounting principles.

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

2. **Implementation Effectiveness.** UP! 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.** UP! and PPSD will collaboratively determine annual performance targets for each school. Within forty-five (45) days of the commencement of the partnership, UP! 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). UP! 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 UP! 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 UP! makes any material misrepresentation in the performance of Services;
 4. If UP! acts or fails to act in any way which affects the safety or welfare of students at the schools.
- b. **Partner Termination for Cause.** UP! 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 UP! 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 UP!'s ability to operate the schools in accordance with its budget or its school design.
- c. **Partner Termination without Cause.** UP! 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 UP! shall be provided to the other partner in writing at least ninety (90) days prior to the effective date of the termination stated in

the notice. The cause of termination shall immediately be submitted to the PPSD Superintendent and UP! 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, UP! 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 UP! or its officers, directors, employees or volunteers. Moreover, UP! 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 UP! 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 UP! 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 UP! 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 UP! 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 UP!’s business plans, organizational plans, and activities. Additionally, to the extent permissible by the Family Educational Rights and Privacy Act (FERPA), PPSD shall grant UP! 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, UP! 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 **UP! 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 UP! activities at the schools. All pre-existing proprietary materials owned by **UP! and/or of the any subcontracted partner**, including but not limited to ideas, concepts, and methodologies and formats furnished by UP! in connection with the delivery of Services to the schools shall remain the exclusive property of UP!. **Pre-existing materials created by PPSD remain the property of PPSD.** UP! 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 UP! under this MOU.

- 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 UP! shall be deemed to be the employee, agent, or servant of the District except as expressly acknowledged in writing by the District.
- e. **Subcontracting.** UP! 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, UP! 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 UP!. PPSD reserves the right to approve or reject all potential subcontracts.
- f. **Non-Discrimination.** In the performance of work under this Agreement, UP! 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. UP! 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 PPSD facilities on a regular and ongoing basis or more than 5 hours per week; and (2) come into contact with or have access to PPSD students with or without the presence of a PPSD 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 UP! and PPSD.
- 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. UP! may assign or transfer this Agreement to a subsidiary or affiliate that is controlled by or under the common control of UP! 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.

Date of Agreement: ____/____/____

By: _____
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, 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.

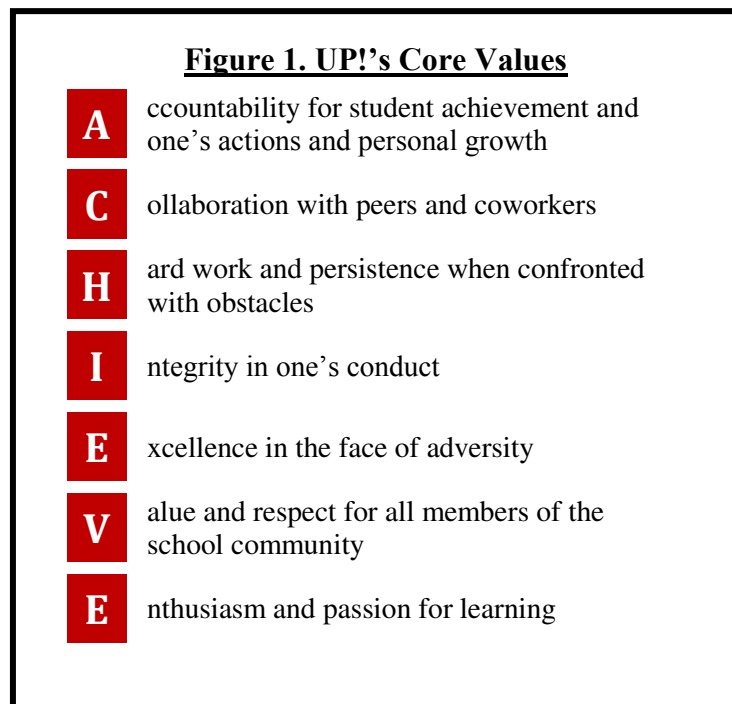
United Providence (UP)! represents a new and exciting strategy that will jumpstart this reform process. UP! directly arose from the challenges and opportunities presented by the first cohort of RIDE-identified schools. The Providence Teacher’s Union (PTU) and Providence Public School District (PPSD) 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

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

UP!’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, UP! will serve as a groundbreaking national model for student-centered collaboration between labor and management.

UP!’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 UP!’s mission and vision, UP!’s staff, school staff, students, and community members will commit to UP!’s core values for excellence (see Figure 1 at right).



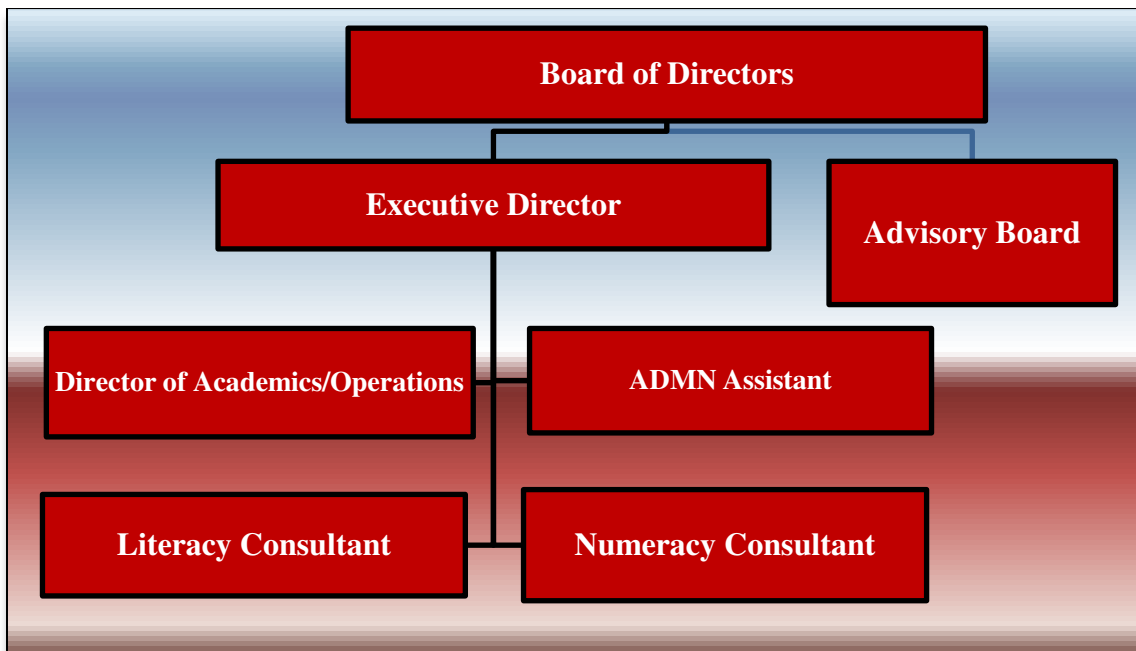
Governance Structure

As a 501(c)(3) organization, UP! 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) UP! will have a performance-based contract with PPSB, and (2) members of the PTU and PPSD will serve on UP!’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 UP! Board are identifying members of the Board that collectively represent the diverse professional experiences and practical expertise needed to support UP! 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 UP! Team

Staffing an EMO requires a unique blend of nonprofit management, school improvement, and operational expertise. For that reason, UP! 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 UP!. 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 UP!'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 UP! 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 UP! 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 UP! expansive educational expertise. She has the ability to view things from a variety

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 Mid-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 UP! 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 UP! 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 UP! schools, including designing, implementing, and evaluating the efficacy of academic programming, including curricula, instructional tools and frameworks, and assessment systems in UP!’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

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

Director of External Affairs

Under the direction of the Executive Director, UP! will hire a Director of External Affairs who will lead and manage UP!'s internal infrastructure and external systems to promote high levels of student achievement gains across all the schools. The ideal candidate will serve as UP!'s link to its customers or constituents, requiring strong communication, leadership and diplomacy skills. UP! 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, UP! will staff Senior Instructional Specialists to support all three UP! schools in the areas of Literacy and Mathematics. The UP! 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 UP! team will be supported by an **Administrative Assistant**. This UP! 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 UP! broadens its reach and begins internal efforts to build organizational capacity, there will be a need for additional staff. To that end, UP! has developed a growth strategy as it relates to "staffing UP! 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 Write

UP! Team Field Schedule

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

UP! 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

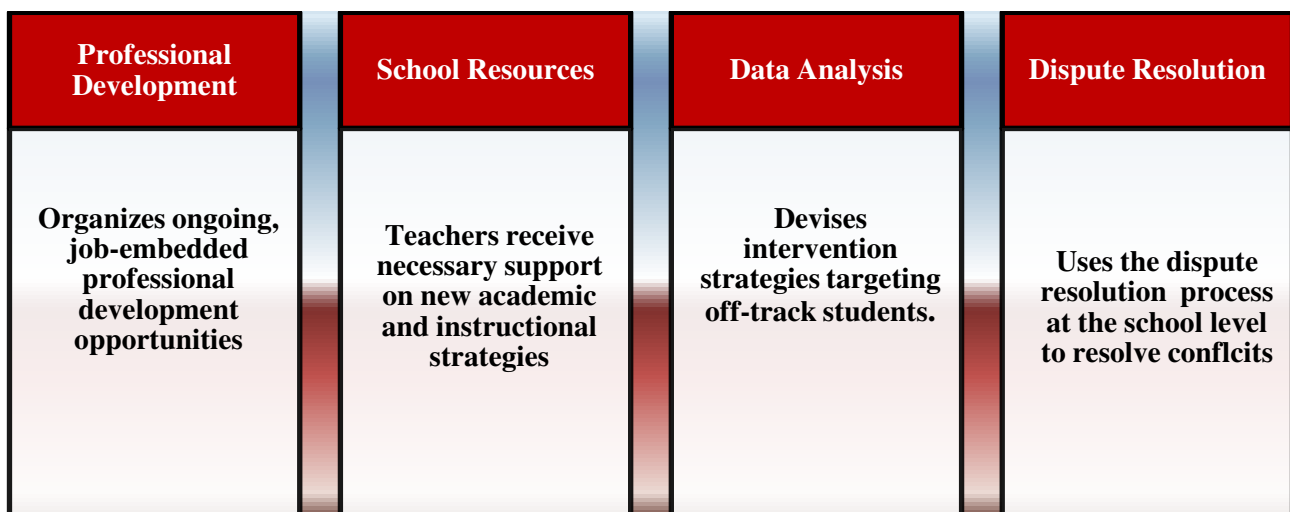
The EMO has been designed to enable UP!’s staff, principals, teachers, students, and community members to lead the charge for reform by eliminating previous barriers and constraints imposed by contractual agreements, past practices, and bureaucratic procedures. The principles of collaboration and partnership undergird UP!’s staffing and management model. Central to this is the idea of **distributed leadership**. This concept is perhaps most pronounced at the school level. UP!’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 UP! school will establish five committees comprised of UP! 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 UP! 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 UP!’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. UP!’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.

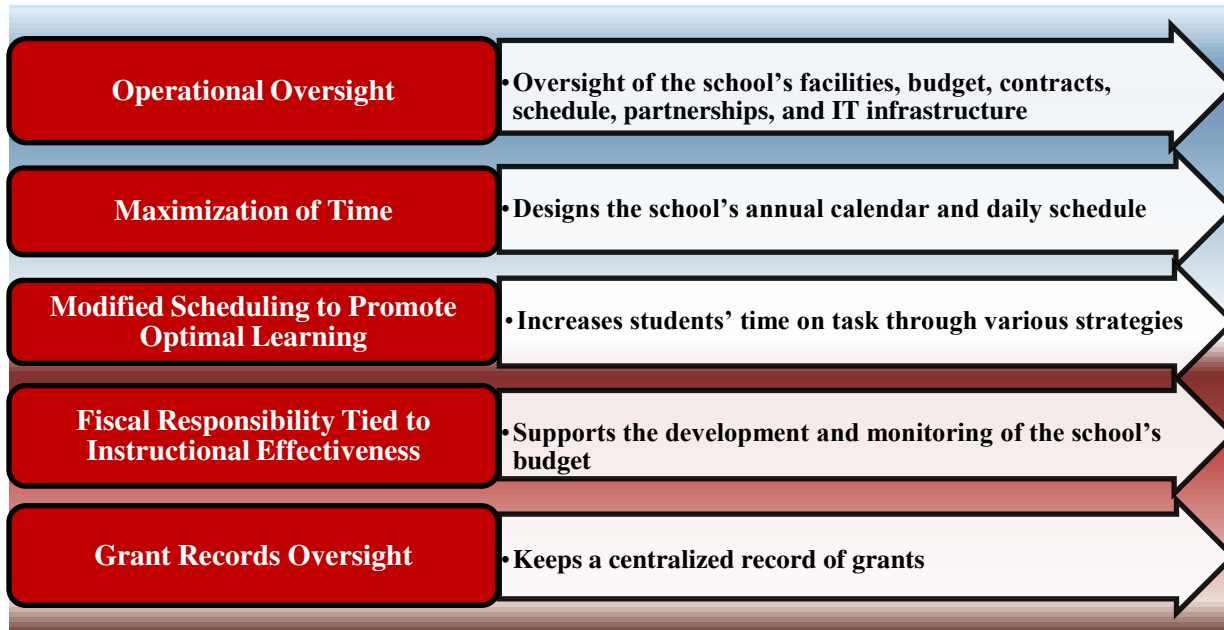
Operations Committee

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

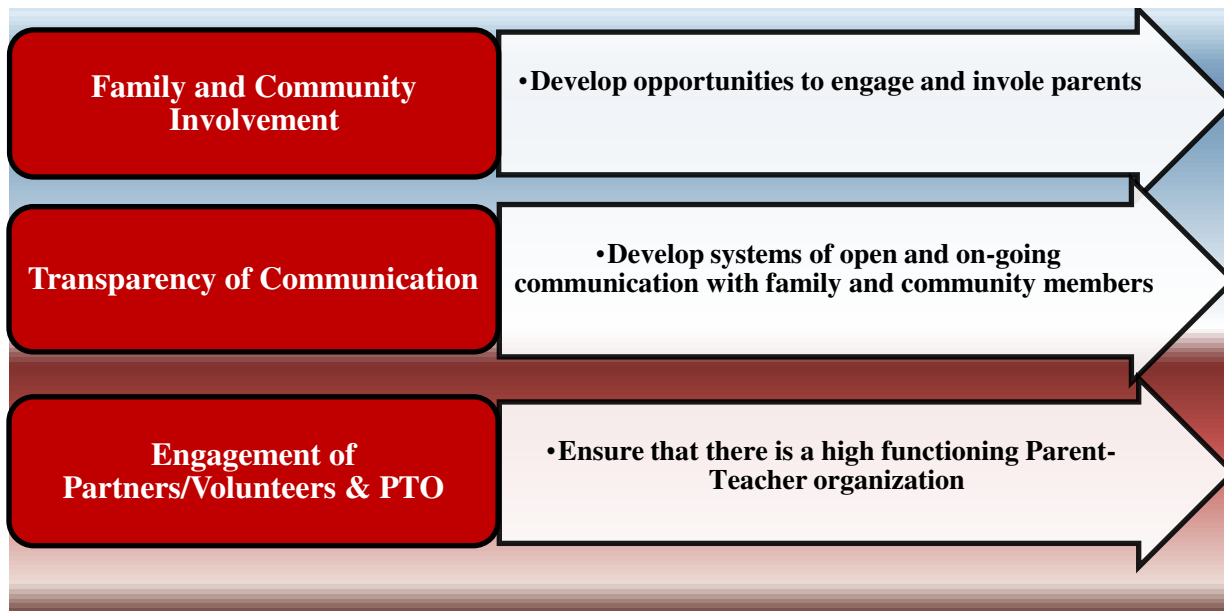


Working closely with UP!'s Director of Operations, this committee will provide recommendations as to how the school should spend its discretionary funds and federal grant money, pursuant with the stipulations associated with these funds. This committee will also oversee spending associated with the School 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.

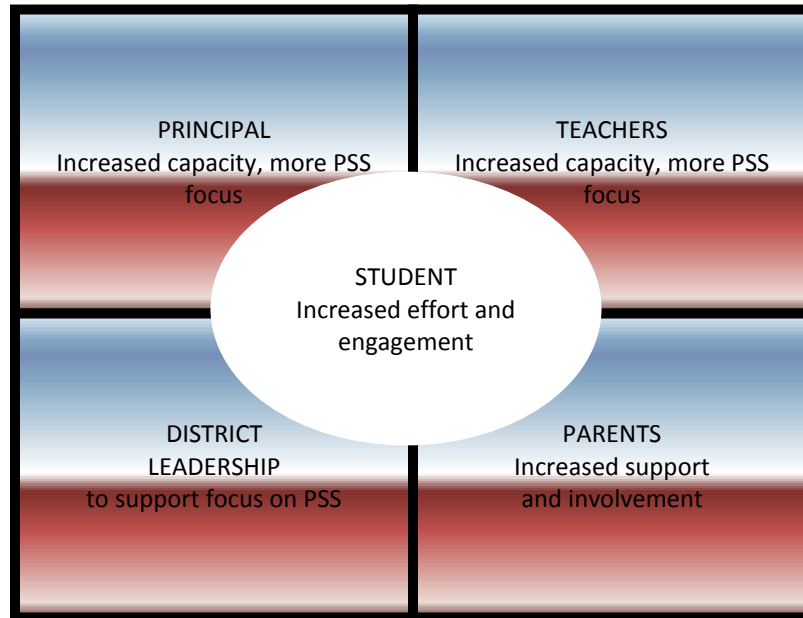


Community Engagement Committee. The Community Engagement Committee will develop opportunities for meaningful family and community involvement. This committee will promote transparency and ongoing communication with stakeholders. This committee will work with community partners and volunteers to provide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

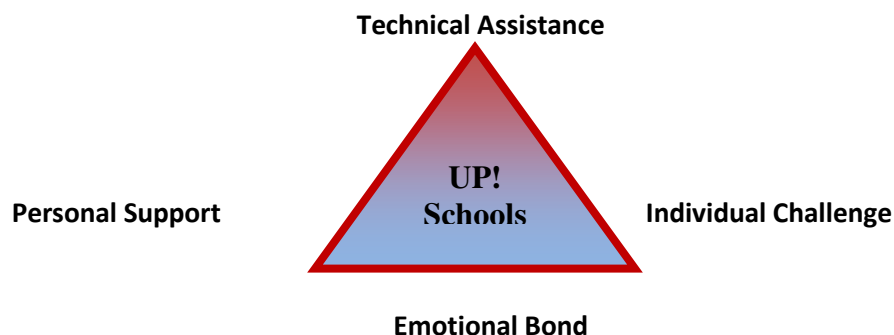


UP!'s Field Model

To achieve our **goal of significantly increasing achievement levels at all three UP! 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).

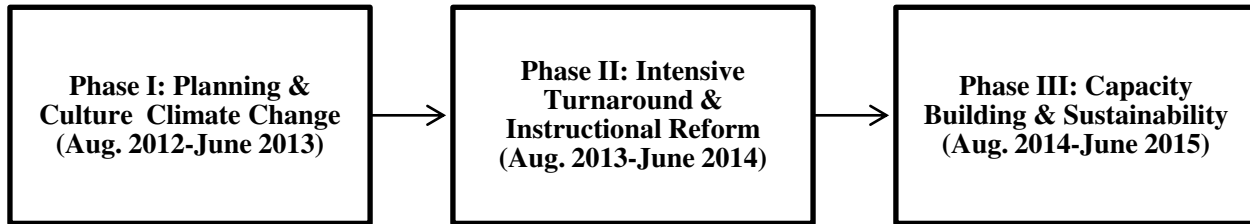


UP!'s Theory of Action is grounded by **Transformational Leadership Theory** focused on the development of reflective school leaders capable of transforming urban schools. The UP! approach is based on collaborative inquiry, discovery, and learning process that empower UP! schools to explore their innermost thoughts, strengths, beliefs, and goals to create outer results as measured by improvements in academic achievement for students. The UP! 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 UP! Executive Team, the ILT, and supporting committees (shown in the figure below).



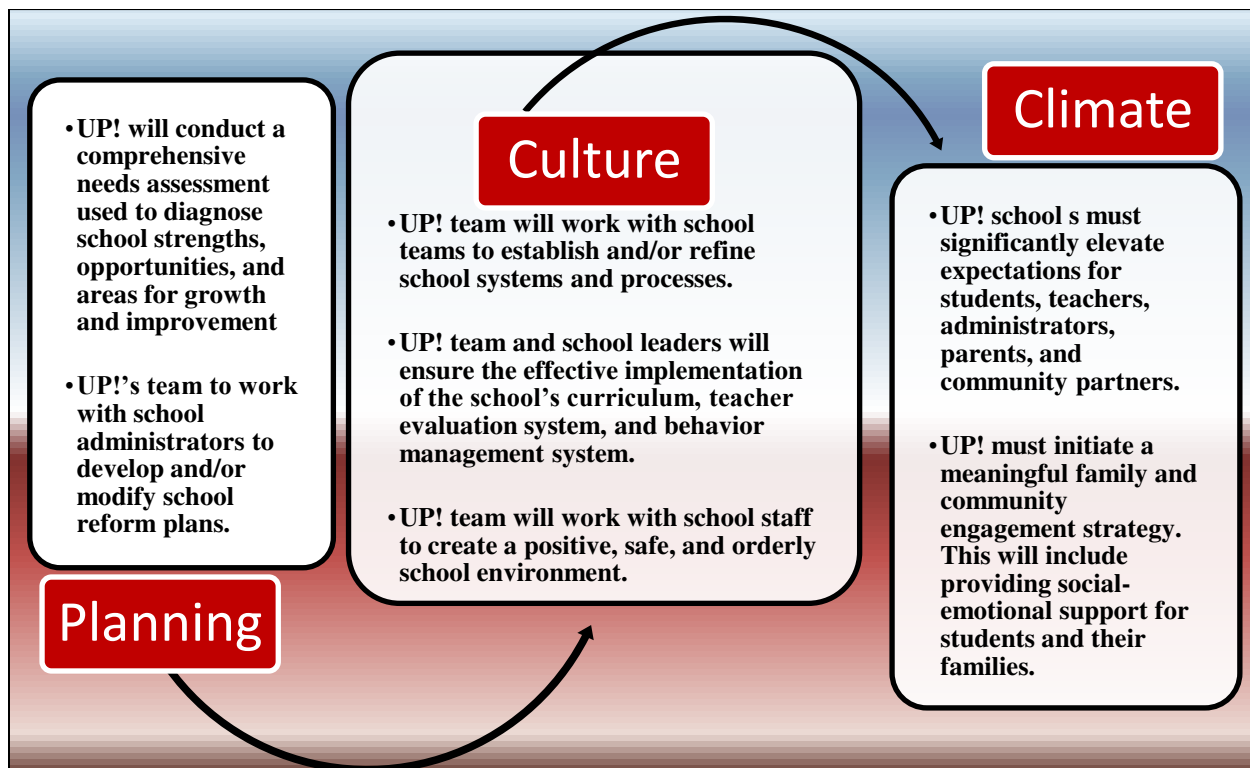
The UP! Transformation Model

UP!'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. UP! 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, UP! will introduce the ongoing practice of using data to inform decision-making and drive instructional improvements. UP! 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 UP! Transformation Model, core strategies for each phase of the initiative serve as benchmarks for schools to continually measure progress against UP! standards.

UP! 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.

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

1. A high expectations and no excuses attitude will permeate all UP! schools.
2. Social and emotional supports and wraparound services will meet individual student needs.
3. Every UP! school will create a safe and orderly school environment for all students.
4. UP! schools will produce meaningful and ongoing parent and family engagement.
5. UP! 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 UP! 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 UP! school will function as a Professional Learning Community, and the three UP! schools will become a Community of Practice.

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

1. Each UP! 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 UP! 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. UP! buildings and classroom environments will be clean and well-maintained.
4. UP! schools will provide appropriate support services that facilitate students' physical and behavioral health.

- UP! 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 UP! school.
- Norms and expectations for behavior will be aligned with the progressive discipline plan and clearly posted throughout UP! 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.

UP! 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.

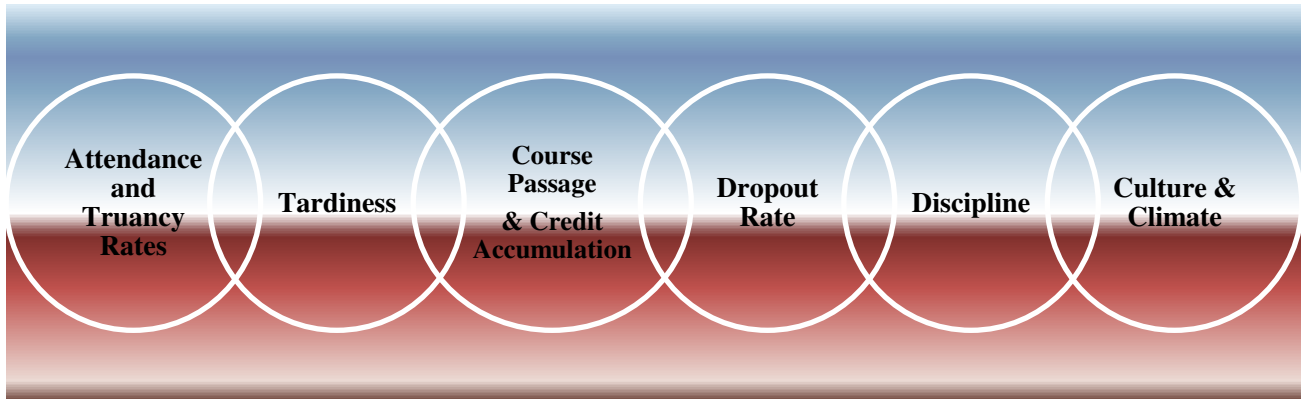
School Level Performance Measures for Year One (Leading Indicators-2012-2013)

UP! 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, UP! will rely heavily on:

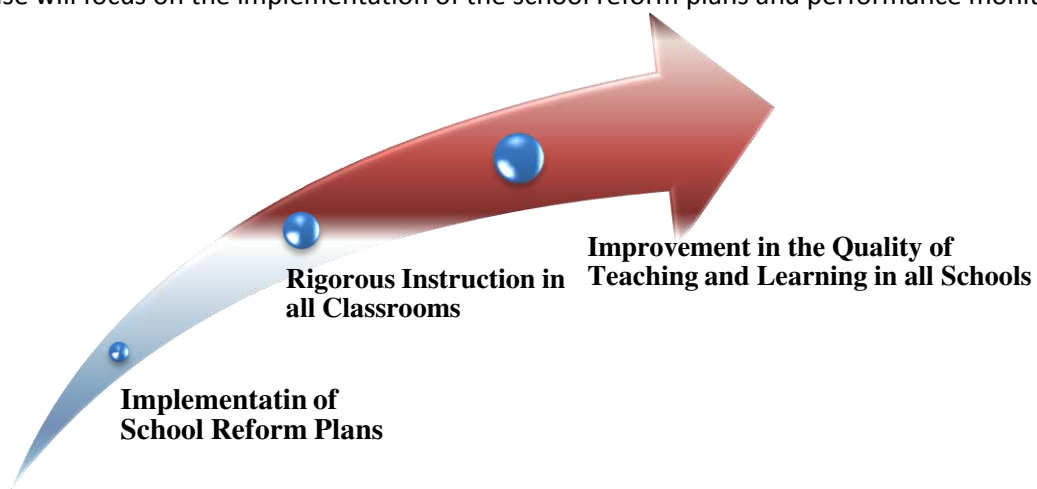
- Process benchmarks and leading indicators of success.
- Tracking school culture, satisfaction, and engagement metrics to ensure that the schools are on-track for the long-term transformation process and to apply midcourse corrections, as needed.
- Investing considerable time and energy into establishing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

UP! 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 measurable 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 UP! Framework for School Transformation

Assessment FOR Learning will be the framework for school transformation in all UP! 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 UP! 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. UP! 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.

UP! as a Professional Learning Community

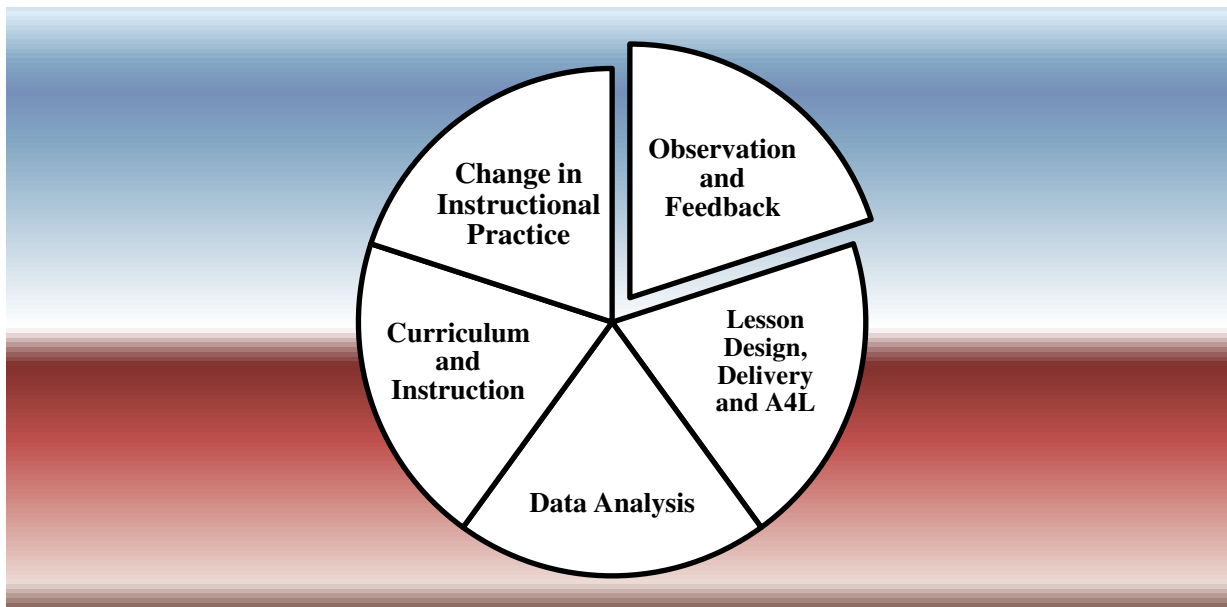
UP! will lead the implementation of creating strong Professional Learning Communities (PLCs) on each campus. PLCs are committed to focusing on learning for all. There is a clear mission and vision articulated. There are systems implemented that ensure that high levels of learning for all students is valued within the school. At all UP! 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 UP! 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. UP! Schools will have a laser-like focus on and commitment to powerful quantitative and qualitative results rather than intentions. With the help of the UP! 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?

UP! 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 UP! schools, this targeted work will be achieved closest to the student level. It is through the UP! Cycle of Coaching that this essential work can be achieved (see figure below).



UP! Data Management System

UP! Schools will promote the design and implementation of effective data management systems that create a data driven culture within its schools. UP! 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 UP! 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 UP! Team will support schools in building such a strong data driven culture that data analysis becomes an inherent, ongoing and uncomplicated practice.

UP! teachers in collaboration with the UP! 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. UP! 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.

UP! schools will understand the importance of transparency as it relates to student progress, therefore a campus culture in an UP! 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.

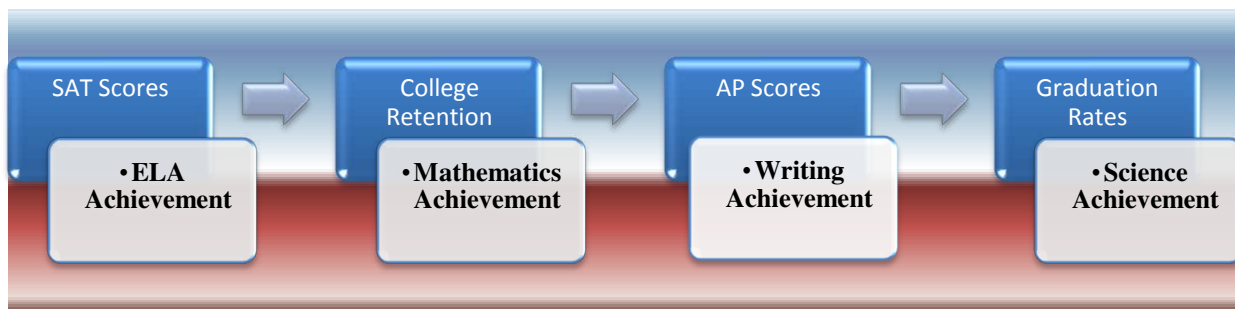
<p>UP! Core Strategy V: Continuous Improvement of Curriculum and Instruction in Every</p>
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1. Students will be actively engaged in learning.
 - Students will participate in hands-on activities/learning.
 - In all UP! classrooms, students will be attending and/or listening.
 - Students and teacher will engage in inquiry-based learning (questioning/responding).
 - Students will learn and participate in exploration.
 - Student work will aligned 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 UP! 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 UP! students.
 - In every subject UP! 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.

- 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 UP! schools.
- Interventions for off-track students will be grounded by a Response to Intervention Model.

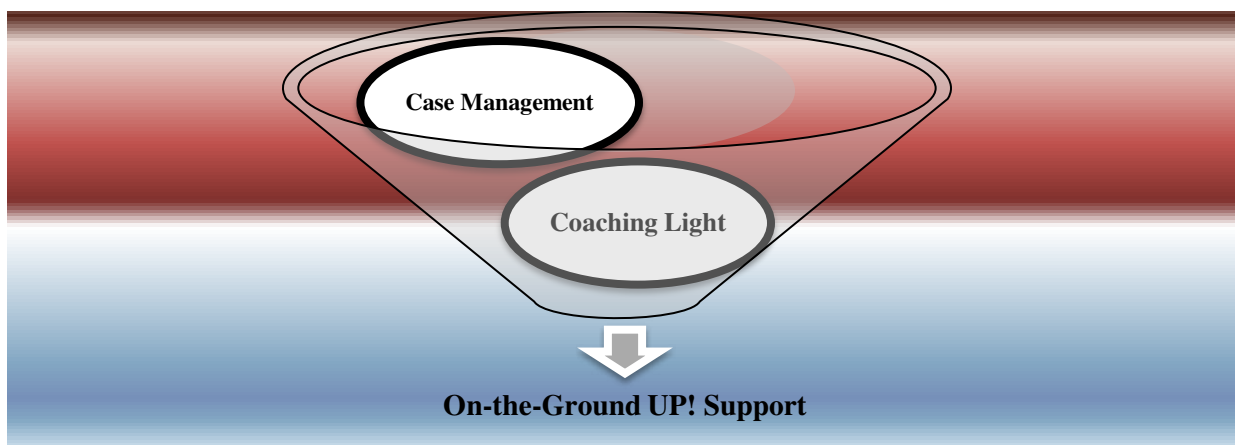
School Level Performance Measures for Year Two (Lagging Indicators-2013-2014)

Lagging indicators include outcome metrics or results expected in the long term. Though UP! 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, UP!’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 measurable 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; UP! will decrease its involvement in the daily management of the schools.



This will allow UP! 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, UP! and school staff will settle into a process of making long-term improvements. UP!’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, UP! and PPSD will collaboratively determine annual performance targets for each school. Within forty-five (45) days of the commencement of the partnership, UP! and PPSD shall complete a thorough needs assessment of the schools and selected growth goals for each school.

Carl G. Lauro 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%
<i>Kindergarten</i>		36.8%	33.0%	30.0%	27.0%
<i>First Grade</i>		33.0%	30.0%	27.0%	24.0%
<i>Second Grade</i>		29.6%	26.6%	23.6%	20.6%
<i>Third Grade</i>		30.8%	27.8%	24.8%	21.8%
<i>Fourth Grade</i>		27.1%	24.1%	21.1%	18.1%
<i>Fifth Grade</i>		27.1%	24.1%	21.1%	18.1%
UP! 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		
<i>Fourth Grade</i>		42.7%	Baseline Year	39.7%	36.7%
<i>Fifth Grade</i>		46.9%	Baseline Year	43.9%	40.9%
UP! Mathematics Assessment Data (Sept. & May) (6)			Baseline Year	TBD	TBD
NECAP Reading Proficiency Overall			Baseline Year	TBD	TBD
<i>Sub-Group Proficiency</i>					
<i>African American</i>	31%	38%	Baseline Year	41%	44%
<i>Hispanic</i>	42%	35%	Baseline Year	38%	41%
<i>White</i>	0%	26%	Baseline Year	29%	34%
<i>LEP</i>	21%	19%	Baseline Year	21%	24%
<i>IEP</i>	14%	11%	Baseline Year	13%	16%
<i>Third Grade Proficiency</i>		44%	Baseline Year	53%	59%
<i>Fourth Grade Proficiency</i>		32%	Baseline Year	41%	46%
<i>Fifth Grade Proficiency</i>		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					
<i>Sub-Group Proficiency</i>					
<i>African American</i>	21%	29%	Baseline Year	32%	35%
<i>Hispanic</i>	49%	31%	Baseline Year	34%	37%
<i>White</i>	0%	26%	Baseline Year	29%	32%
<i>LEP</i>	16%	16%	Baseline Year	19%	22%
<i>IEP</i>	7%	10%	Baseline Year	13%	16%
<i>Third Grade Proficiency</i>	37%	30%	Baseline Year	37%	42%
<i>Fourth Grade Proficiency</i>	41%	36%	Baseline Year	43%	48%
<i>Fourth Grade Proficiency</i>	27%	30%	Baseline Year	37%	42%

Performance Measure Details:

(1) *Excessive/Chronic Absenteeism Rate:* In order to have a true measure of UP!s 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) *UP! Stakeholder Survey:* To measure UP!s impact on changing culture and climate over the course of the three-year turnaround efforts, UP! 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:* UP! 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:* UP! will reduce the percentage of students performing below average at each grade level tested.

(6) *UP! Mathematics Assessment Data:* Using the Distributed Leadership Model, UP! 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 UP!s ability to increase the percentage of students meeting 70% proficiency.

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%
<i>Sixth Grade</i>		27.3%	24.3%	21.3%	18.3%
<i>Seventh Grade</i>		33.7%	30.7%	27.0%	24.0%
<i>Eighth Grade</i>		42.7%	39.7%%	36.7%	33.7%
UP! 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		
<i>Sixth Grade</i>		35.4%	Baseline Year	32.5%	29.5%
<i>Seventh Grade</i>		39.0%	Baseline Year	36.0%	33.0%
<i>Eighth Grade</i>		40.2%	Baseline Year	37.2%	34.2%
UP! Mathematics Assessment Data (Sept. & May) (6)			Baseline Year	TBD	TBD
NECAP Reading Proficiency Overall					
<i>Sub-Group Proficiency</i>					
<i>African American</i>	41%	41%	Baseline Year	41%	44%
<i>Hispanic</i>	29%	38%	Baseline Year	38%	41%
<i>White</i>	19%	0%	Baseline Year	29%	34%
<i>LEP</i>	4%	10%	Baseline Year	13%	16%
<i>IEP</i>	7%	6%	Baseline Year	9%	12%
<i>Sixth Grade Proficiency</i>	33%	42%	Baseline Year	48%	52%
<i>Seventh Grade Proficiency</i>	29%	34%	Baseline Year	39%	44%
<i>Eighth Grade Proficiency</i>	34%	44%	Baseline Year	51%	55%
NECAP Grade 8 Writing Proficiency			Baseline Year	32%	37%
NECAP Math Proficiency Overall					
<i>Sub-Group Proficiency</i>					
<i>African American</i>	27%	16%	Baseline Year	19%	22%
<i>Hispanic</i>	21%	20%	Baseline Year	23%	26%
<i>White</i>	19%	0%	Baseline Year	3%	6%
<i>LEP</i>	3%	2%	Baseline Year	5%	8%
<i>IEP</i>	1%	4%	Baseline Year	7%	10%
<i>Sixth Grade Proficiency</i>	19%%	30%	Baseline Year	37%	42%
<i>Seventh Grade Proficiency</i>	16%	17%	Baseline Year	25%	30%
<i>Eighth Grade Proficiency</i>	19%	25%	Baseline Year	32%	37%

Performance Measure Details:

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

(2) *UP! Stakeholder Survey:* To measure UP!s impact on changing culture and climate over the course of the three-year turnaround efforts, UP! 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:* UP! 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:* UP! will reduce the percentage of students performing below average at each grade level tested.

(6) *UP! Mathematics Assessment Data:* Using the Distributed Leadership Model, UP! 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 UP!s 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%
<i>Ninth Grade</i>		71.1%	67%	64%	61%
<i>Tenth Grade</i>		60.7%	57.7%	54%	50%
<i>Eleventh Grade</i>		56.9%	55%	53%	50%
UP! 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		
<i>Ninth Grade</i>		31.2%	Baseline Year	28.0%	25.0%

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

Performance Measure Details:

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

(2) *UP! Stakeholder Survey*: To measure UP!s impact on changing culture and climate over the course of the three-year turnaround efforts, UP! 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*: UP! is in the process or 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*: UP! will reduce the percentage of students performing below average at each grade level tested.

(6) UP! Mathematics Assessment Data: Using the Distributed Leadership Model, UP! 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 UP!'s ability to increase the percentage of students meeting 70% proficiency.