

Rhode Island Memorandum of Understanding for Participating School LEAs for Race to the Top Grant Project: A Partnership Agreement

This Memorandum of Understanding (“MOU”) is entered by and among the Rhode Island Department of Elementary and Secondary Education (RIDE) as grantee, Beacon Charter High School for the Arts (Henceforth known as Beacon and the “Participating Local Education Agency (LEA”) as sub-grantee, and local teachers’ union as participating partner. The purpose of this partnership agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of Rhode Island’s implementation of an approved Race to the Top (RTTT) grant project.

I. SCOPE OF WORK

The Preliminary Scope of Work outlined in Exhibit 1 indicates all or a significant portion of Rhode Island’s proposed reform initiatives described in its Race to the Top Application (RI Plan) that Beacon is agreeing to implement.

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the Rhode Island Department of Elementary and Secondary Education (RIDE) in implementing the tasks and activities described in the Rhode Island’s Race to the Top application, Beacon will be a sub-grantee and agrees to the following:

1. As a condition for participating in – and receiving an allocation of funds under – Rhode Island’s Race to the Top project, the LEA must enter into a partnership agreement with RIDE that will describe more specifically the mutual responsibilities of RIDE and the LEA for planning and implementing provisions of Rhode Island’s plan. The partnership agreement will be incorporated in or attached to the final scope of work, which must be provided to RIDE no later than 90 days after the LEA receives notice from RIDE that Rhode Island has received a Race to the Top award.
2. The partnership agreement will include a detailed work plan, prepared by the participating LEA in collaboration with the signatories to this MOU and approved by RIDE. The work plan will describe specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures. The work plan must be consistent with the following documents: the participating LEA’s preliminary scope of work in this Memorandum of Understanding; the approved State plan; and, to the extent applicable, the Department’s Protocol for Interventions in Persistently Lowest-Achieving Schools. RIDE will approve the participating LEA for funding based on a review of the scope and quality of the work plan and a determination that the LEA has sufficient capacity to implement the plan in order to address at the local level significant elements

of Rhode Island's approved Race to the Top state plan in a meaningful and high-quality way. The partnership agreement between RIDE and the participating LEA will also detail RIDE's responsibilities for providing or coordinating technical assistance, professional development, and other support for the participating LEA in carrying out these functions, and also set forth the manner in which both state and LEA activities will be sequenced.

3. The LEA will implement the LEA plan as identified in Exhibit I of this partnership agreement.
4. The LEA will, over the course of Rhode Island's Race to the Top project, work in good faith with RIDE to identify any need for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project.
5. The LEA will actively participate in all relevant convening meetings, communities of practice, or other practice-sharing events that are organized or sponsored by RIDE or by the U.S. Department of Education ("ED").
6. The LEA will post to any website specified by RIDE or ED, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant.
7. The LEA will participate, as requested, in any evaluations of this grant conducted by RIDE or ED.
8. The LEA will be responsive to RIDE or ED requests for information regarding the status of the project, project implementation, performance measures, outcomes, and any problems anticipated or encountered.
9. The LEA will participate in meetings and telephone conferences with RIDE to discuss: (a) progress of the project; (b) potential dissemination of resulting non-proprietary products and lessons learned; (c) plans for subsequent years of the Race to the Top grant period; and, (d) other matters related to the Race to the Top grant and associated plans.
10. The participating LEA hereby certifies and represents that it agrees to be a participating LEA and, if the application is funded, the signatories agree to work together in good faith to implement those portions of Rhode Island's Plan indicated in the Preliminary Scope of Work. Nothing in this MOU shall be construed to override any rights or duties as provided by collective bargaining law or collective bargaining agreement. By way of the signatures below, the LEA and the Union agree to bargain in good faith only over matters within the scope of the MOU which are subject to collective bargaining and agree further that those portions of the MOU subject to collective bargaining shall be implemented only upon the mutual agreement of the LEA and the Union. It is explicitly understood that failure to meet the conditions set forth in the RTTT grant, regardless of the reasons therefore, may jeopardize the ability of RIDE to provide a sub-grant to the LEA. It is further agreed that the obligations of the parties referred to in this paragraph shall only become effective in the event that the grant is funded.

B. STATE RESPONSIBILITIES

In assisting participating LEAs in implementing their tasks and activities described in Rhode Island's Race to the Top application, RIDE will:

1. Work collaboratively with, and support the participating LEA in carrying out the LEA plan as identified in Exhibit I and in the partnership agreement to be developed under Section II-A-1 above;
2. Distribute in a timely manner the LEA's portion of Race to the Top grant funds during the course of the project period in accordance with the LEA's approved work plan described in Section II-A-1 above;
3. Provide timely and constructive feedback on the LEA's status, updates, annual reports, any interim reports, and project plans and products; and
4. Provide or coordinate technical assistance, professional development, and support consistent with Section II-A-1 above.

C. JOINT RESPONSIBILITIES FOR STATE AND LEA

1. RIDE and the participating LEA will collaborate in good faith to ensure alignment and coordination of state and local planning and implementation activities in order to effectively and efficiently achieve the core goals of the State's plan, consistent with their respective roles under State law and policy.
2. RIDE and the LEA will each appoint a key contact person for the Race to the Top grant.
3. These key contacts from RIDE and the LEA will maintain frequent communication to facilitate cooperation under this MOU.
4. RIDE and participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
5. RIDE and LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of RIDE's Race to the Top grant, even when the state plan requires modifications that affect the participating LEA, or when the LEA plan requires modifications.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If RIDE determines that the participating LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements in regard to the RTTT program, RIDE will take appropriate enforcement action, which could include a collaborative process between RIDE and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The participating LEA hereby certifies and represents that it:

- (1) Has all requisite power and authority to execute this MOU;
- (2) Is familiar with the State's Race to the Top grant application and is supportive of and will work to implement the entire Rhode Island plan or "significant portions" of the Rhode Island plan, as defined by RIDE, and consistent with Exhibit I (attached);
- (3) Will provide a Final Scope of Work and detailed work plans consistent with Section II-A-1 above if Rhode Island's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will enter into an agreement with RIDE consistent with Section II-A-1 above; and
- (4) Will comply with all of the terms of the Grant, RIDE's subgrant, and all applicable Federal and State laws and regulations, including, but not limited to laws and regulations

applicable to the Race to the Top Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED. Revocation of the commitment of any signatory to this MOU shall be considered an amendment for the purposes of this section.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

VI. SIGNATURES

LEA Superintendent (or equivalent authorized signatory) - required:

Signature/Date

___Robert Pilkington, Ed.D., Head of School_____
Print Name/Title

Chairperson of Local School Committee (or equivalent):

Signature/Date

___Francis X. Tweedie, Board Chair_____
Print Name/Title

President of Local Teachers' Union:

___N/A_____
Signature/Date

Print Name/Title

Commissioner of Elementary and Secondary Education:

By its signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

___Deborah Gist, Commissioner_____
Print Name/Title

EXHIBIT I – PRELIMINARY SCOPE OF WORK

Consistent with federal requirements and criteria, Rhode Island’s “Transforming Education in Rhode Island” strategic plan and Race to the Top application (“RI Plan”) address education reforms in each of the four assurance areas: (1) developing and adopting world class standards and assessments;(2) implementing longitudinal data system, increasing access and use of data to improve student learning; (3) improving education effectiveness and performance; and (4) intervening and providing supports for the persistently lowest achieving schools in Rhode Island. The RI Plan articulates Rhode Island’s policies and goals in each of these areas and an overall strategy for accomplishing and monitoring the goals. Many of the goals relate to what happens in districts, schools, and classrooms. The goals can only be accomplished if RIDE and district personnel work in partnership to plan, coordinate, and implement reforms at the local level in ways that are aligned with RI Plan.

In signing this MOU, the local educational agency and its teachers’ union signify their intent to adhere to the RI Plan, to collaborate with RIDE in modifying state and local plans over the course of the project as appropriate to achieve core goals, and to act in good faith in implementing the RI Plan in each of the following areas. If Rhode Island receives a Race to the Top grant, allocation of funds to the local educational agency will be contingent on the development of a detailed local work plan (within 90 days of receipt of grant) and the certification of the subsequent work plan into a RIDE-District partnership agreement that will spell out district and RIDE responsibilities in these areas in greater detail. It is RIDE’s expectation that all signatory parties to the MOU will be involved in the further development of the work plan during the post-grant approval 90 day period. The superintendent will submit the final work plan for the Commissioner’s approval.

Elements of RI Plan	DISTRICT Participation (Y/N)	Comments from DISTRICT (optional)
B. World-class Standards and Assessments – The LEA will participate in implementing relevant aspects of the RI Plan to develop and implement high-quality standards and assessment systems, including but not limited to:		
(B)(1) Participate in the professional development of the “Study of the Standards” protocol in reading, writing, and mathematics for teachers and principals	P1 & P2 Y	
(B)(2) (a) Work in partnership with the Dana Center and/or other districts to map curriculum to the Common Core in RI in mathematics, language arts, science, and social studies.	P1	
(B)(2)(b) Work in partnership with RIDE and/or other districts to develop “Units of Study” to support implementation of the curricula scope and sequence	P1	

Elements of RI Plan	DISTRICT Participation (Y/N)	Comments from DISTRICT (optional)
(B)(2)(c) Work in partnership with RIDE and/or other districts to develop statewide interim assessments aligned to the state summative assessments	P1 & P2 Y	
(B)(3) Participate in the transition to new state standards and assessments by holding public meetings tailored to state and local constituencies	P1 & P2 Y	
C. Data Systems to Support Instruction – The District will participate in implementing all aspects of the RI Plan to develop, implement, and use a statewide longitudinal data system, including but not limited to:		
©(1) Participate with RIDE in fully implementing a statewide longitudinal data system that allows reporting student achievement/growth data, educator effectiveness, and overall school performance data	P1 & P2 Y	
(C)(3) Using data to improve instruction:		
(i) Use of local instructional improvement systems and a statewide instructional management system that provides educators with real-time tools for improving instruction, curriculum and interventions for students	P1 & P2 Y	
(ii) Professional development on use of data and user-friendly dashboards	P1 Y	While not “P1” this initiative is desired.
(iii) Availability and accessibility of data to researchers, including the Urban Research Consortium	Statewide Y	
D. Great Teachers and Leaders – The District will participate in implementing all aspects of the RI Plan to develop and implement systems to enhance teacher and leader effectiveness, including but not limited to:		
(D)(1) (a) For high-need schools or hard-to-fill positions (e.g. math, science, special education), work with RIDE in its partnerships with Teach for America, The New Teacher Project and other teacher pipeline providers.	P1 Y	Have used (NTP) in the past and will continue to in the future.
(D)(1)(b) Participating in the Leadership Academy training and development of school leadership teams, principals, central office leaders and school	P1 & P2 Y	This presently is achieved through the Educational Leadership initiatives at JWU and this connection will be our

Elements of RI Plan	DISTRICT Participation (Y/N)	Comments from DISTRICT (optional)
committee members.		primary source of leadership training.
(D)(2) Improving teacher and principal effectiveness based on feedback from performance evaluations:		
(i) Participate in the design and implementation of a gold standard performance management system that incorporates multiple measures, including: student achievement, content, pedagogy, and professional responsibility and professional development aligned to feedback and growth area.	P1 & P2 Y	
(ii) Partner with RIDE to select teacher leaders to be trained to support evaluation, induction, and coaching	P1 Y	
(iii) Establish data systems to support annual reporting of educator evaluation data	P1 & P2 Y	
(iv)(a) Participate in training to use evaluations to inform professional development planning	P1 & P2 Y	
(iv)(b) Use evaluations to inform decisions around the development of career ladders and professional development	P1 & P2 Y	
(iv)(c) Use evaluations to inform improvement plans for educators not evaluated as effective	P1 & P2 Y	
(D)(3) Equitably distribute effective teachers and principals to:		
(i) High-poverty and/or high-minority schools	P1 & P2 Y	
(ii) Hard-to-staff subjects and specialty areas	P1 & P2 Y	
(D)(5) Providing effective support to teachers and principals:		
(i) Partner with RIDE to implement a teacher induction and teacher leader program as well as principal training	P1 Y	
(ii) Measure effectiveness of professional development by tracking data and providing it to	P1 & P2	

Elements of RI Plan	DISTRICT Participation (Y/N)	Comments from DISTRICT (optional)
RIDE	Y	
E. Turning Around the Lowest-Achieving Schools – The District will participate in implementation of all aspects of the RI Plan to intervene and turn around the lowest-achieving schools, including but not limited to:		
Initiatives and Support for Level I Schools		
(E)(1) Co-planning with the state and the district to intervene in the lowest-achieving schools identified by RIDE and adherence to RIDE's protocol for intervention	Level I PSS	
(E)(2) Provide district support for the implementation of the plan to intervene in lowest-achieving schools	Level I PSS	
(E)(3) Select the appropriate intervention model for identified schools and work with RIDE's Office of Transformation on achieving benchmarks for improvement.	Level I PSS	
(E)(4) Review principals from the Leadership Academy for struggling schools	Level I PSS	
(E)(5) Participate in the RIDE teacher leader program	Level I PSS	
Initiatives and Support for Level II Schools		
(E)(3)(a) Conduct a school analyses to inform the development of a support plan	Yes	
(E)(3)(b) Extended learning/ramp-up support	Yes	
Elements of RI Plan - Innovation	DISTRICT Participation (Y/N)	Comments from DISTRICT (optional)
(F)(1) STEM Initiatives	Yes	Our sponsor, Johnson and Wales University, is well acquainted with the STEM initiative and there is a degree of alignment with our three arts

Elements of RI Plan	DISTRICT Participation (Y/N)	Comments from DISTRICT (optional)
		majors and academic program.
(F)(2) Innovative Assessments	Yes	NWEA is in its fourth year of full implementation at Beacon and continued growth in utilizing the vast assessment data is a school-wide goal.
(F)(3) Virtual Learning	Yes	We have piloted and adopted a VLA program and seek its continued expansion.
(F)(4) Business Innovation Factory	Yes	Our sponsor, JWU is well versed with BIF through their work, funded in part through a Cooperative Agreement with the U.S. Small Business Administration, in RI Small Business Development Center at Johnson & Wales.
(F)(5) Other-LEA competitive process	Yes	Please see attached Memo

For the Participating LEA

For the State

Superintendent's Signature/Date

Robert Pilkington, Ed.D.
 Head of School

Print Name/Title

School Committee Signature/Date

Francis X. Tweedie, Board Chair

Print Name/Title

Authorized State Signature/Date

Print Name/Title

 N/A

Union Leader's Signature/Date

Print Name/Title