

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) between the Winthrop Rockefeller Foundation (WRF), the Walton Family Foundation (WFF), ForwARd Arkansas (ForwARd), the Arkansas State Board of Education (the Board), and the Arkansas Department of Education (the Department) hereinafter shall be referred to individually as the “Participant” and collectively as the “Participants.”

### REFERENCES:

Winthrop Rockefeller Foundation  
Attn: Sherece West-Scantlebury  
225 East Markham Street, Suite 200  
Little Rock, AR 72201

Walton Family Foundation  
Attn: Kathy Smith  
P.O. Box 2030  
Bentonville, AR 72712

ForwARd Arkansas  
Attn: Susan Harriman  
P.O.Box 107  
Little Rock, AR 72203

Arkansas State Board of Education  
Attn: Toyce Newton  
4 Capitol Mall #26  
Little Rock, AR 72201

Arkansas Department of Education  
Attn: Johnny Key  
4 Capitol Mall #26  
Little Rock, AR 72201

WHEREAS, WRF, WFF, ForwARd, the Board, and the Department (hereinafter referred to individually as the “Participant” and collectively as the “Participants”) share a vision for transforming Arkansas to lead the nation in student-focused education;

WHEREAS, the Winthrop Rockefeller Foundation and Walton Family Foundation (hereinafter referred to collectively as “the Foundations”) share a common goal of increasing student achievement and implementing the ForwARd vision for education;

WHEREAS, ForwARd's vision is that every Arkansas student will graduate prepared for success in college and the workplace;

WHEREAS, the Participants agree that aligning services, programs, and resources is fundamental to achieving the high-reaching goals set forth by ForwARd;

NOW, THEREFORE, BE IT RESOLVED, that the Participants hereto agree as follows:

**1. IDENTIFICATION OF COLLABORATIVE PROJECTS.** The duration of this collaboration will begin the date this document is signed by the Participants and will conclude December 31, 2019.

a. The Foundations commit to:

- i. Provide three years financial support for operational aspects of ForwARd, including staffing, strategic communications, ForwARd Communities Initiative, policy and advocacy, and research and evaluation
- ii. Provide ForwARd staff guidance, meeting space, and access to other foundation support for operations and execution of deliverables
- iii. Collaborate with key staff at the Department whose areas of responsibility overlap with ForwARd's goals as determined by the Arkansas Department of Education and the Arkansas State Board of Education
- iv. Provide fiscal and administrative oversight to ForwARd, including prioritizing and executing grants awarded in support of the ForwARd goals, in partnership with the Executive Director with final approval delegated to representatives from the Foundations and

under advisement from the ForwARd Arkansas Implementation Working Group

b. ForwARd Arkansas commits to:

- i. Oversee the administrative and core operations of the ForwARd initiative
- ii. Oversee all programmatic functions of ForwARd, including strategic communications, ForwARd Communities Initiative, policy and advocacy, and research and evaluation
- iii. Oversee the development and implementation of ForwARd's annual work plan
- iv. Serve as the managing liaison between the Participants
- v. Report quarterly to the Board on progress toward goals

c. The Board and the Department commit to:

- i. Designate a high-functioning team at the Department responsible for day-to-day support and implementation of ForwARd goals
- ii. Align and allocate in-kind support for ForwARd goals that is commensurate with the support of the Foundations
- iii. Provide data, tools, and analytics, in compliance with FERPA, to monitor and evaluate progress
- iv. Correlate rules and regulations that connect with ForwARd goals

- v. Provide leadership and advocacy for ForwARd to include routine communication within the Department and communication with key stakeholders at conferences, meetings and events
2. **Execution of Collaborative Agreement.** If one or more Participants elect to jointly work together with another Participant on a particular project that is outside the scope of this MOU and then such Participants and/or Contract Parties shall execute and deliver a mutually acceptable Collaboration Agreement which shall set forth the scope, terms, and conditions of such collaborative project.
  3. **Amendment or Cancellation.** This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of all parties. In addition, this Memorandum of Understanding may be cancelled for cause by any of the parties with 90 days written notice to all parties. Cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained within.
  4. **No Agency Relationship.** Each of the Participants acknowledge and agree that it has no authority to act on behalf of another Participant as its agent, employee, representative or in any other capacity whatsoever without the express written authority of such Participant. The Contract Parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the Contract Parties to enter into a commercial undertaking for monetary gain.
  5. **Notice.** Any notice required under this MOU shall be given to all Contract Parties and shall be initiated concomitantly.

6. **Applicable Law.** The Contract Parties acknowledge and agree that this MOU shall be governed by and construed in accordance with the laws of the State of Arkansas.
7. **Binding Effect.** This MOU shall be binding upon the Contract Parties and upon their successors and assigns. The officials of the Contract Parties executing this MOU hereby represent and warrant that they have full and complete authority to act on behalf of their respective organizations and that the terms and provisions hereof constitute valid and enforceable obligations of each.
8. **No Assignment.** No transfer or assignment of this MOU, or any part thereof or interest therein, shall be made unless all of the Contract Parties first approve such transfer or assignment in writing.

IN WITNESS WHEREOF, the Participants have hereunto set their hands the day and years below written.

Arkansas State Board of Education

By:  Date: 6/10/16

Arkansas Department of Education

By:  Date: 6/10/16

Winthrop Rockefeller Foundation

By:  Date: 6/10/16

Walton Family Foundation

By: Kathy L. Smith Date: 6/10/16

ForwARd Arkansas

By: Susan B. Hamman Date: 6/10/16

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