

1. MEMORANDUM OF UNDERSTANDING TYPE A

**AGREEMENT BETWEEN THE BOSTON PUBLIC SCHOOLS AND THE  
BOSTON GREEN ACADEMY  
A HORACE MANN CHARTER SCHOOL**

AGREEMENT by and between the Boston Green Academy (“BGA”), a Horace Mann Charter Public School, by and through its Board of Trustees (the “Board”), and the School Committee of the City of Boston, by and through its Public School Department (the “BPS”). In consideration of the mutual covenants contained herein, BGA and BPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Education (“Massachusetts DESE”), with the Board of Elementary and Secondary Education as the authorizer, the power to approve the operation of a public school under a charter (hereinafter, “Horace Mann Charter School”), to stimulate the development of innovative programs within public education, to provide opportunities for innovative learning and assessments, to encourage performance-based educational programs, and for other valuable educational purposes; and

WHEREAS, the Massachusetts DESE promulgated standards and procedures for the operation of Horace Mann Charter Schools under 603 CMR §1.00 *et seq.*; and

WHEREAS, in June 2015, BGA submitted an application for renewal of its charter approved by the BGA Board of Trustees, the Boston School Committee and the Boston Teacher’s Union for a period of five years; and

WHEREAS, in January, 2016, the Massachusetts Board of Elementary and Secondary Education unanimously approved BGA’s application for charter renewal and granted a new charter to BGA to operate as a Horace Mann Charter School from July 1, 2016 through June 30, 2021; and

WHEREAS, the parties are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Massachusetts, and to comply with said standards and procedures;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Operation as a Horace Mann Charter School.
  - a. BPS agrees to permit and enable BGA to operate as a Horace Mann Charter School in accordance with: (1) M.G.L. c. 71, §89, and the regulations promulgated in connection therewith; and (2) the terms of the Application as it may be amended from time to time.
  - b. BGA currently serves a maximum of 595 students in grades 6-12 as per their charter.

2. BGA's Annual Budget.

- a. BPS agrees to provide a Lump Sum Budget to BGA on an annual basis in accordance with M.G.L. c. 71, §89 and the regulations promulgated in connection therewith for the term of this Agreement and so long as BGA continues to operate as a Horace Mann Charter School.
- b. This Lump Sum Budget shall be calculated based on the weighted student funding (WSF) model adopted by Boston Public Schools and applied to future-year projected enrollment of BGA. Future year projections will be agreed upon in November of each year between BGA and BPS Finance, taking into account district enrollment patterns, BGA's waitlist and enrollment patterns, and BGA's enrollment and growth plan. If there is a disagreement over enrollment projections, BGA's Board Chair or Headmaster and the BPS Deputy CFO will meet to resolve it. Either party may appeal to the Superintendent for a final determination. In all instances, any disputes must be resolved through negotiation or appeal prior to the BPS budget submission deadline in January. An adjustment, based on the same formula used at other Boston Public Schools, may be made to this budget by November 15 of each year to reflect actual enrollment at the school. Due to the unpredictable nature of the enrollment lottery, BGA may request an adjustment in August of each year to its budget from the BPS in instances where the number and type of Special Education students or English Language Learners deviates substantially from the previous year due to enrollment from the BGA waitlist. The adjustment may not be unreasonably withheld. BGA will use actual salaries of employees in creating and managing its budget from BPS.
- c. BGA will have the opportunity to purchase discretionary central support services from the district. In those instances where BGA chooses not to purchase a discretionary central support service, BPS will add the equivalent per-pupil cost of the service to BGA's budget prior to BGA's Probable Organization meeting. Additionally, BPS will provide non-discretionary services (including but not limited to: transportation, including transportation for athletics, employee benefits, facilities, payroll, safety, food service, and other central office services) as in-kind support. BPS and BGA will meet each spring to review the type and extent of "non-discretionary" services to be provided by BPS during the following school year.
- d. The Lump Sum Budget shall not be reduced because of the school's receipt of additional funds from sources independent of the BPS. BGA agrees to operate within its Lump Sum Budget plus any other funds that BGA may receive independent of the BPS, less services purchased from BPS.
- e. Each fiscal year BGA, in accordance with the provisions of M.G.L. c. 71, §89 and the regulations promulgated in connection therewith, shall adopt an annual operating budget for BGA, which shall allot funds from the Lump Sum Budget to BGA's educational mission as BGA deems appropriate. In accordance with the requirements of all Boston Public Schools, BGA shall deliver its plan for how it intends to use its Lump Sum Budget to the

Chief Financial Officer of the BPS (the “CFO”) in such form and time frame as s/he may reasonably specify, with a copy to the Boston School Committee, in no case later than February 1.

- f. BGA shall provide notice to the CFO of amendments and modifications to its budget as needed, in accordance with BPS policies, during the year; however, any failure by BGA to provide notice of amendments or modifications to its budget will not limit its budgetary authority under M.G.L. c. 71, §89. BGA will be responsible for compliance with the laws and regulations requiring an annual independent financial audit of the school. BPS acknowledges that BGA’s annual audit is required by statute to be submitted by November 1<sup>st</sup> of each year to DESE and that both BGA and BPS share responsibility for the timely submission of this audit. BPS agrees to provide all required documentation for BGA’s annual audit by August 15<sup>th</sup> of each year, including valuation of in-kind services and final reconciliation of all accounts for the prior fiscal year. If requested, BGA shall provide the CFO with copies of BGA’s annual financial audit, BGA’s budget and any amendments and modifications thereto, and any financial reports that BGA submits to the Massachusetts DESE. The CFO may also request, and BGA shall provide in response to any such request, additional documentation to support BGA’s annual operating budget or any amendments or modifications to its budget. Any budget disagreements shall be resolved through negotiation between the CFO and the BGA Headmaster or Chair of the Board. In the event that no resolution is reached, either party may appeal to the BPS Superintendent for a final determination. In all instances, any disputes must be resolved through negotiation or appeal by February 1.
- g. BGA is an independent LEA. As such, BGA will be responsible for applying for and accounting for any separate state or federal grants, including, but not limited to, Title I, Title II A, IDEA, and school improvement grants. BPS will be responsible for applying for reimbursements for national school nutrition programs.

3. Operating Account and Expenditures.

- a. By July 1 of each year, the CFO shall establish an operating account for BGA in the amount of the Lump Sum Budget (the “BGA Operating Account”). Only BGA’s Headmaster or his/her designee(s) shall authorize expenditures from its operating account.
- b. BGA shall establish and maintain a separate bank account under its exclusive control (hereinafter, the “BGA Bank Account”). BPS agrees to transfer any funds not allocated or budgeted for salaries or stipends at least two times a year, with the first transfer coming no later than September 1 from the BGA Operating Account to the BGA Bank Account. The first transfer will be based upon a the difference between the total Lump Sum Budget provided by BPS to BGA and an estimate of the amount of funds BGA anticipates spending on stipends and salaries. The amount of this transfer will be mutually agreed upon by the CFO of BPS and the Headmaster at BGA. The second transfer will occur by January 31 and will only be necessary if there is an increase in the difference between the total Lump Sum Budget provided by BPS to BGA and the estimated amount of funds BGA

anticipates spending on stipends and salaries. For example, the transfer in January will be necessary if BGA receives more in its BPS Lump Sum Budget after accounting for actual enrollment at BGA, per the process described above. The third transfer may occur after the end of the fiscal year. After the CFO performs a year-end reconciliation at the close of the BPS's fiscal year, any remaining funds from BGA's Operating Account will be transferred to the BGA Bank Account. Expenditures from the BGA Bank Account shall be made in accordance with all applicable laws, ordinances, and regulations.

- c. BGA shall have the option to purchase non-instructional goods and services as BGA shall from time to time determine, including, but not limited to, technology, professional development, and athletics (BGA students will be permitted to participate in District-sponsored athletics), at costs reasonably determined by BPS. For all such non-instructional goods and services purchased, BGA may request, and the BPS shall provide in response to such request, an annual report detailing the scope of goods and services provided and the cost of such non-instructional goods and services purchased. In addition, BGA shall have the option to purchase additional, non-instructional goods and services as BGA shall from time to time determine.
- d. BGA agrees that it shall be responsible for all costs associated with the operation of BGA. BGA further agrees it shall indemnify and hold harmless the BPS, to the extent permissible under the law, its officers, agents or employees from all claims resulting from any costs incurred by BGA, its Board, officers, agents or employees in association with the operation of BGA.

#### 4. Facilities.

- a. BPS and BGA acknowledge that they share responsibility for securing an adequate facility for the Horace Mann School. BPS will provide and maintain an adequate facility for BGA, or, consistent with charter school law and regulations and the MADESE Horace Mann Charter School Technical Advisory 03-1 – Paragraph 14), will provide BGA with the funds to pay for a facility, including the equivalent costs associated with utilities, facilities maintenance, and custodial staff salaries that BPS would have provided to BGA were it to be in a BPS facility. This includes provision for a facility adequate to meet the physical education requirements of state law.
- b. Subject to BPS's aforementioned agreement to provide BGA with funds to pay for a facility, in the case that BGA operates in a non BPS-owned facility, BGA agrees it shall ensure that the site and facilities for the school comply with all federal, state, and local laws, regulations, and codes and shall be responsible for all costs associated therewith. Subject to BPS's aforementioned agreement to provide BGA with funds to pay for a facility, in the case that BGA operates in a non BPS-owned facility, BGA also agrees to be responsible for payment of all lease or mortgage obligations on the site and facilities for the school, utility charges, and any and all other costs associated with the operation of the site and facilities. In the case that BGA operates in a non BPS-owned facility, any purchase or lease agreement relating to the site or facilities for BGA, including any renewals, must be

submitted to BPS for review and for approval by the Boston School Committee and Superintendent of Schools prior to execution by BGA, which shall not be unreasonably withheld or delayed.

- c. If BGA is located in a BPS-owned facility, BPS shall ensure that the site and facilities for the school comply with all federal, state, and local laws, regulations, and codes and shall be responsible for all costs associated therewith, including utility charges, and will be responsible for performing building maintenance, and promptly support any capital repairs requested by BGA. BPS has processes in place to prioritize maintenance and capital requests from BPS schools. Facilities work requests from BGA will be considered promptly and prioritized according to need, using the same criteria as with any other BPS-owned facility. BGA and BPS will work cooperatively on a reasonable timeline for all BGA facilities improvements and, where and when feasible, BPS shall provide these improvements within that timeline. Similar to other BPS schools, BGA will participate in BPS facilities planning processes such as the BuildBPS process. BPS will consult BGA and its Board before a decision is made to move another school or school program into or out of BGA's facility and before considering moving BGA to another facility.
- d. Unless the BuildBPS process identified need for change regarding the building in which BGA is currently located, BPS and BGA agree that BGA will be the sole occupant of the Taft Building (20 Warren St., Brighton, MA 02135) for the term of this Agreement. If, in the future, BPS proposes to move BGA from the Taft Building, BPS agrees to notify BGA of same no later than January 1 during the school year prior to any necessary move. Prior to any final decision about facilities relocation, the BGA Board Chair and Headmaster shall meet with the BPS Superintendent to discuss the situation. The decision of the Boston School Committee is final regarding facilities placement of BGA in a BPS facility. BGA retains its right to appeal to DESE as detailed in the dispute resolution portion (section 17) of this MOU. If placed in a non-BPS facility by the BPS, all applicable provisions of this MOU and related laws and regulations apply.

## 5. Special Education and English Language Learners

- a. BGA will collaborate with BPS to manage and provide all aspects of service to English Language Learners (ELL) and special education students, including but not limited to: ensuring compliance with federal and state law and regulations; supervising all special education and ELL staff and service providers; coaching ELL and special education staff; overseeing the MA DESE's Coordinated Program Review; facilitating IEP meetings; maintaining special education and ELL folders; collecting and maintaining special education and ELL student-related data; scheduling IEP meetings; delivering academic services to ELL students and students with disabilities; developing and maintaining IEPs; administering academic testing; case managing; providing support to Special Education, ELL and General Education Teachers by conducting small group instruction; providing behavioral support in the form of functional behavioral analyses and positive behavioral intervention plans; facilitating individual and group counseling sessions; facilitating Student Support Team (SST) meetings; conducting cognitive evaluations; providing speech and

language therapy in group and individual settings as needed; conducting speech-language testing; providing occupation therapy in group and individual settings as needed; conducting occupational evaluations; providing physical therapy; conducting physical therapy evaluations; creating Adaptive Physical Education program, and providing adapted physical education services.

- b. BGA will be responsible for all hiring, managing, and evaluating all BTU staff required to meet the needs of students who are English Language Learners and/or students requiring special education services. All ELL and special education staffing decisions will be at BGA's discretion, and will fulfill all services required in student IEPs.
- c. In the event that a student's IEP team determines that a student with disabilities attending BGA may need placement at a non-BPS school, BPS responsibility for the cost of such placement shall be governed by relevant state special education regulations, as is the case with any charter school. However, if a BGA student may require an out-of-district placement, BGA shall conclude any IEP meeting(s) without identifying a specific placement type, shall notify BPS within two school days and shall invite a representative of the BPS special education department to participate in any relevant placement meetings. BGA agrees that any out-of-district placement decision may not be finalized without the approval of the BPS special education representative.

6. Staffing.

a. *Selection and hiring.*

i. Boston Green Academy seeks flexibilities in staff selection and hiring as articulated in its application.<sup>1</sup> BGA-Boston Green Academy has the sole discretion to select, retain and renew the staff for any and all positions at -at the school BGA may formulate job descriptions, duties and responsibilities for any and all positions in its school. BGA will be responsible for ensuring that any hiring-BGA, including a new leadership team, faculty, and support staff in accordance with, complies applicable federal and state laws and municipal ordinances.-with any licensure requirements.

ii. BGA shall be exempt from BTU local collective bargaining agreements and past practices except that staff-Staff at BGA shall continue to be members of the local collective bargaining unit and shall accrue seniority and shall receive, at a minimum, the salary and benefits established in the BTU-contract of the local collective bargaining unit where BGA is located. The selection, retention and renewal of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. BGA acknowledges that the diversity of its staff contributes to overall BPS staff diversity statistics, some of which are subject to court-mandated rules.- Boston Green Academy must provide timely notification of all salaries outside of the established salary grades and steps to BPS Office of Human Capital and the BPS Chief Financial Officer prior to offer. If a BGA employee is compensated above the standard salary scale, the employee would revert to the

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<sup>1</sup> See application including sections "Staff Recruitment," "School Leadership," "Recruitment and Hiring of Other Instructional Leaders," and "Intended Relationship Between Charter School and Staff."

contractual salary scale based on experience and academic credentials if that employee leaves BGA for another position within BPS. As an individual school, BGA will hold internal staff diversity goals in line with court mandated percentages. BGA will annually submit its diversity recruitment plan and goals to BPS and will take all reasonable actions to cultivate teachers of color and meet or exceed court mandated diversity goals. If BGA teaching staff demographics do not meet or exceed court mandated diversity goals, BGA will work with BPS to revise the diversity recruitment plan.

iii. ~~Staff will be paid at least as much as the BPS salary scale dictates, but BGA has the right to compensate staff members above the salary scale and is not required to adhere to BPS or union salary steps / lanes. All salaries outside of the established salary grades and steps must be discussed with the Office of Human Capital and Chief Financial Officer prior to offer. If a BGA employee is compensated above the standard salary scale, the employee would revert to the contractual salary scale based on experience and academic credentials if that employee leaves BGA for another position within the district.~~

- b. *Management and evaluation.* ~~BGA~~ BGA Boston Green Academy seeks flexibilities in staff management and evaluation as articulated in its application.<sup>2</sup> Boston Green Academy, through its ~~board of trustees~~ Board, shall manage its staff, including all special education staff, independent of the Boston School Committee. All members of the BGA staff shall execute an Acknowledgement of Working Conditions (AWC) agreement containing the working conditions every year. BGA will adopt the Educator Evaluation system adopted by BPS across all job categories.
- c. *Excessing, Dismissal and Terminations, and dismissal.* Boston Green Academy seeks flexibilities in staff dismissal and termination as articulated in its application.<sup>3</sup> BGA may involuntarily excess members of the BTU, Guild and BASAS by providing notice of any involuntary excessing by February 1<sup>st</sup>. The provisions in any relevant collective bargaining agreements regarding excessing, seniority, transfer, layoff and recall shall not apply to BGA except that members of the collective bargaining units shall continue to accrue seniority. BGA agrees that the dismissal of all staff members shall be done in accordance with federal and state law, municipal ordinances and applicable Acknowledgement of Working Conditions agreements. BGA may issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances. BGA must notify the BPS Office of Labor Relations of any discipline or dismissal prior to action toward the employee.
- d. *Processing and notification regarding staff.* BPS agrees that any and all hiring and dismissals of staff for BGA will be processed in a timely manner through the BPS Office of Human Capital. BGA shall provide the BPS Office of Human Capital with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing and shall be made to BPS in a timely manner. Under no circumstances may

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<sup>2</sup> See application including sections “Evaluation of Administrators,” “Staff Retention, Advancement, and Compensation,” “Salary Determination,” “Staff Evaluation,” and “Intended Relationship Between Charter School and Staff.”

<sup>3</sup> See application including sections “Staff Evaluation” and “Intended Relationship Between Charter School and Staff.”

an employee work in front of children without a satisfactory CORI check. ~~BPS will conduct all background checks on behalf of BGA through its normal procedures.~~

- e. *Working Conditions.* Boston Green Academy seeks flexibilities in staff working conditions as articulated in its application.<sup>4</sup> The provisions of the BTU collective bargaining shall not apply to BTU employees at BGA except that members of the BTU will receive, at a minimum, the salary and benefits outlined in the BTU collective bargaining agreement. Among other changes to BTU working conditions, BGA intends to operate a longer school day and year than the standard BPS school schedule. Each employee at BGA will sign an Acknowledgement of Working Conditions (AWC) Agreement prior to the beginning of each school year. The Acknowledgement of Working Conditions document will detail the working conditions for that employee's position, including but not limited to expected hours per day and number of days per year.

## 7. Compliance with Law.

- a. BGA agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, including, but not limited to: the provisions of the Uniform Procurement Act, M.G.L. c. 30B; M.G.L. c. 71, §89 and 603 CMR §1.00 *et seq.*; M.G.L. c. 71; those relating to diversity of students, teachers and other staff; the protection of the rights and interests of students and staff; the expenditure of public funds; and education reform. BGA also agrees to comply with the civil rights policies of the BPS. Students who have special needs or are English language learners will be appropriately identified, assessed, and served in accordance with federal and state requirements. Without limiting the foregoing, BGA agrees that it shall, in carrying out its responsibilities under this Agreement, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law) to the full extent of the applicability of said provisions. Failure to comply with all applicable legal requirements may result in termination of this Agreement pursuant to section 16, herein.
- b. BGA agrees that all employment decisions will be made in compliance with the applicable federal and state laws. BGA, as a part of the Boston Public Schools, acknowledges and supports the district's goals to employ a workforce that represents the diversity of our student population, and will seek to employ a diverse workforce.

## 8. Governance Structure.

- a. BGA acknowledges that it has formed, and will hereafter maintain, a Board of Trustees, the governing body established in its by-laws. The Board of Trustees shall ensure compliance with all laws, regulations, and codes.
- b. BGA shall be operated and managed by its Board of Trustees independent of the Boston School Committee.

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<sup>4</sup> See application including sections "Working Conditions" and "Intended Relationship Between Charter School and Staff."

9. Hiring, Evaluation and Dismissal of Building Administrator(s).

The Board shall select and hire the Headmaster and set the salary for the Headmaster, subject to the approval of the Superintendent prior to any offer of employment being made. The Superintendent shall not unreasonably withhold his/her approval of either the Headmaster or the salary set for the Headmaster by the Board. The Board shall evaluate the Headmaster and will submit its recommendations regarding the Headmaster to the Superintendent in the form of an evaluation, in accordance with all relevant state regulations. The parties to this Agreement acknowledge that only the Superintendent may dismiss the Headmaster. Any dismissal of the Headmaster, however, shall be based upon a recommendation submitted by the BGA Board of Trustees to the Superintendent.

10. Program Coordination with BPS.

- a. *Operations.* BGA and the BPS shall coordinate in the development of operational guidelines relating to BGA's staffing (including, among others, adherence to civil service requirements and fair labor practices); budgeting (including, among others, timely submission of annual operating budget in order for it to be approved at same time that BPS budget is approved by School Committee); student assignment; facilities; equity; transportation; and business purchasing, and such other operational guidelines and policies as reasonably determined by the parties. Such coordination shall be conducted on an on-going basis, as reasonably determined by the parties.
- b. *Transportation and School Schedule.* BPS will provide transportation in accordance with M.G.L. c. 71, §89(cc). BGA and BPS will meet by April 1 of each year to plan school starting and ending times in order to assist the district with identifying effective means of transportation, including late buses, reimbursement for public transportation, additional buses, additional bus routes, or other forms of transportation, as requested by BGA. BPS will accommodate BGA's particular school day and school year.
- c. *Student Discipline.* BGA certifies that it has adopted the BPS Code of Conduct for the term of this Agreement. BGA may adopt its own policies pertaining to the conduct of students. Any such policies shall be developed in full compliance with federal and state laws and regulations, including but not limited to M.G.L. c. 71, §§37H, 37H1/2, and 37H3/4. In addition, any policies pertaining to student conduct shall contain clear language regarding due process and steps necessary to ensure same. BGA agrees to submit to BPS a final and approved copy of their policies regarding student conduct prior to the start of each school year. BPS and BGA will develop a process to ensure that students expelled from BGA will be re-enrolled into BPS in a manner that is aligned with how BPS re-enrolls students expelled from other BPS schools.
- d. *Technology.* BPS "laptops for learning" program will extend to BGA staff. BPS will provide network support to BGA including but not limited to hardware and software updates and State Testing (MCAS) support.

- e. *Professional Development.* BGA will have access to all District-wide professional development opportunities including TLT, student support (including CPI), academic, and operations professional development offerings. BGA staff members will attend required professional development based on their position/title.
- f. *Nutrition.* The BPS will fully staff and stock the Taft Building cafeteria to provide required meals to students as per BPS meals policy school wellness policy, and facility requirements.

11. Student Enrollment, Recruitment and Retention.

- a. Students will be enrolled in BGA in accordance with the provisions of M.G.L. c. 71, §89(l), (m), and (n). Students who withdraw from BGA may enroll in another school within BPS in accordance with the provisions of M.G.L. c. 71, §89(p). If a student stops attending BGA for any reason, BGA shall fill the vacancy in accordance with the provisions of M.G.L. c. 71, §89(n).
- b. BGA will be included in all major BPS student recruiting materials and events, including but not limited to the annual Showcase of Schools, on an equivalent basis as any other BPS school. Pursuant to M.G.L. c. 71, §89(g), BPS will provide BGA or a third-party mailhouse with student contact information and basic demographic data for use in student recruitment efforts, provided that BGA agrees to keep this information confidential. BGA will submit to BPS annually the recruitment and retention plan that it develops for the DESE.
- c. BGA will integrate its enrollment process with that of BPS. BGA will provide copies of its student enrollment application to BPS, and BPS will make said application available at all BPS Welcome Centers and on the BPS website. In addition, BGA may distribute its student enrollment application at other locations and through other means. BPS will ensure that families at the Welcome Centers are able to indicate their intent to apply to BGA, and BPS will convey this information to BGA in a timely manner. BGA will adhere to its own transfer and vacancy back filling policy. However, BGA will work with the BPS Welcome Services department to develop a transfer policy that aligns to the extent possible with BPS's transfer policy. In addition, BPS will honor BGA's decisions regarding retention and promotion of students, as it does for any other BPS school.
- d. BGA agrees to collaborate with BPS to streamline and integrate its enrollment process to simplify the school selection process for families. These areas may require approval by DESE and may require modifications of BGA's existing enrollment policies around applications, intent forms, and choice forms. Under existing enrollment procedures, BPS agrees to enroll all students into BGA who submit the Intent Form in a timely manner. In instances of multiple commitments, BGA will utilize the BPS conflict resolution process for students with multiple offers of admission. ~~This process allows BPS to identify students with multiple offers of admission to BPS special admissions schools and to use the BPS Choice Form to determine which school is the preference of the family. BGA agrees to participate in this process.~~

- e. BGA serves grades 6-12 as per its charter, and subject to approval by the Board of Elementary and Secondary Education. Any change to BGA's grade span configuration must be approved by the BGA Board of Trustees and DESE through the DESE-mandated charter amendment process. If BPS requests that BGA change its grade configuration, the Superintendent must convey this in writing at least one school year in advance to the BGA Headmaster and Chair of the Board of Trustees. If BGA plans to change its grade configuration, it must also notify the BPS Superintendent in writing prior to the conclusion of the previous school year.
- f. BGA will adopt graduation requirements that include, at a minimum, those required by BPS. BGA reserves the right to establish additional requirements, as long as they are consistent with state law. If the BPS graduation requirements change in the future, BGA and BPS agree to meet to discuss amending this Agreement. BGA will grant diplomas to all students who meet all of the school's graduation requirements. Diplomas will be issued by BPS and signed by the School Committee Chair, the BPS Superintendent, and BGA's Headmaster.

12. Information Requirements.

- a. BGA agrees to submit forthwith any information or data relative to its operation and functioning, as reasonably requested and required by the BPS. BGA agrees to utilize the BPS Student Information System (Aspen) to report attendance, discipline, school schedules, term and final grades, and to update this information promptly. BGA further agrees to utilize the BPS special education student information management system (EdPlan/easy IEP) as well as the family portal available in the BPS Student Information System.
- b. BGA has the option of accessing district-wide assessments (including, but not limited to, interim benchmark and end-of-year assessments), but is not required to do so. BGA shall consult with BPS while developing the Accountability Plan that is required by the DESE, to ensure that BGA establishes performance goals that are aligned with BPS expectations. By August 1 of 2016 and each subsequent year, BGA shall submit to BPS a copy of the Annual Report and Accountability Plan required by the DESE.
- c. BGA will be responsible for submission of required data submissions to MA DESE, including SIMS, SCS, and EPIMS up until the point that BPS begins state reporting via SIF, at which point the BPS SIS will be used for report submission. BPS and BGA will collaborate to provide complete and accurate data that may be needed to facilitate these submissions. BPS will provide their selected SIS to BGA at no cost. If BGA prefers to use an alternate SIS for operations and state reporting, the transition must be approved by both BPS and the State one year in advance. BPS agrees to provide BGA with data sets for review and error checking data prior to submission via SIF to DESE.
- d. The School Committee shall develop a plan to disseminate innovative practices of BGA to other public schools within the district subject to the legally enforceable provisions of any

contract between BGA and any third party provider. BGA agrees to cooperate with BPS and the Boston School Committee in connection with the development of the plan for innovative practices. The innovative practices plan and assessment plan shall be available for review by the Superintendent or his/her designee upon request.

13. Assignment.

This Agreement may not be assigned without the prior written consent of the Superintendent or his/her designee.

14. Term of Agreement.

The term of this Agreement is the period from July 1, 2016 through June 30, 2021. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of BGA's charter, whichever occurs first, BPS and BGA shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of BGA in accordance with the Application and the Renewal, with such modifications as to which all parties agree, the Boston School Committee approve, and the Massachusetts DESE grants. In the event that BGA is granted a new charter but a new MOU has not yet been agreed to with the BPS, this MOU will remain in effect until a successor MOU is agreed to.

15. Indemnification.

It is expressly understood by and between the parties hereto that BGA is a unit of the Boston Public School Department only to the extent consistent with the law, including the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that BGA is an entity independent of the Boston Public School Department and that Boston Public School Department shall not be liable for the acts or omissions of BGA, the Board, its officers, agents or employees except to the extent consistent with the law, including the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith.

16. Termination.

BGA acknowledges that the Superintendent is responsible for the education of all BPS students. In the event the Superintendent determines in his/her professional judgment that BGA is not serving the best interest of the students of the BPS, and/or that BGA is not complying with the requirements of this Agreement, s/he shall have the right to invoke the complaint procedures set forth in 603 CMR 1.09 *et seq.*, and/or present facts to the Commissioner of Education in connection with a request for review and investigation of BGA. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of BGA for any reason. In the event that this Agreement is terminated, BPS agrees to reimburse BGA for appropriate BGA expenses that it incurred prior to such termination.

17. Horace Mann School's Rights of Appeal.

BPS acknowledges that BGA has the right to file an appeal with the Massachusetts DESE, in accordance with the procedures set forth in 603 CMR 1.09 *et seq.*, if BGA determines in its professional judgment that the BPS is not complying with the requirements of this Agreement or the provisions of M.G.L. c. 71, §89. BGA agrees that it shall not file any such appeal with the Massachusetts DESE without first giving BPS at least fourteen (14) days written notice of BGA's intent to file such an appeal and the grounds upon which any such appeal would be based.

18. Notices.

All notices, requests, and other communications given to or made upon the parties hereto, except as otherwise specified herein, shall be in writing and shall be delivered or mailed, postage prepaid, to such party at:

A. In the case of the BPS:  
Superintendent  
Boston Public Schools ~~Department~~  
2300 Washington St.  
Boston, MA 02119

B. In the case of BGA:  
Chair of Board of Trustees  
Boston Green Academy  
20 Warren Street  
Brighton, MA 02135

Any party may, by written notice to the other party, designate another address. Any notice, request, or demand shall be deemed to have been given when it is actually received by the party to whom it is addressed.

19. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one agreement.

20. Severability.

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

21. Amendments.

This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the BPS and BGA.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal.

BOSTON PUBLIC SCHOOLS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Laura Perille, Interim Superintendent

Boston Green Academy

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Alexander Chu  
Chairperson of the Board of Trustees

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eugene L. O'Flaherty  
Corporation Counsel  
Law Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sally Glora  
City Auditor  
City of Boston