

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOSTON PUBLIC SCHOOLS AND THE
MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

This Memorandum of Understanding ("MOU") is effective as of March 10, 2020 (the "Effective Date") by and between the Superintendent of the Boston Public Schools ("Superintendent") (the Boston Public Schools and the Superintendent are collectively referred to as "BPS"), and the Massachusetts Department of Elementary and Secondary Education ("DESE") (BPS and DESE are collectively referred to as the "parties").

WHEREAS: In March 2020, DESE released a district review report of BPS that highlights both the strengths and major structural problems of BPS.

WHEREAS: Given the significant, persistent challenges in BPS, the parties agree that immediate steps must be taken to focus on long-standing, pressing issues facing BPS.

WHEREAS: DESE and BPS agree to work together in partnership to immediately improve the district's lowest performing schools, continue to address systemic barriers to equity across the school system, and support its most vulnerable students to achieve their highest educational potential.

WHEREAS: BPS agrees to undertake the initiatives outlined below and to be held accountable for reaching annual specific, identified goals, and DESE agrees to provide concrete support to BPS by working in partnership on four complementary initiatives.

WHEREAS: The BPS Fiscal Year 2021 budget reflects Mayor Martin J. Walsh's commitment to improving BPS through a \$100 million three-year commitment over and above standard salary and maintenance increases, plus an additional \$20 million commitment for capital improvements over and above the existing \$1 billion commitment to BuildBPS.

WHEREAS: The parties agree to negotiate over the next 60 days to develop additional terms as needed, including those items identified in paragraph 19.

NOW, THEREFORE, BPS and DESE agree as follows:

1. Priority Initiatives

BPS agrees to undertake four priority initiatives and commits to make measurable progress on its initiatives. DESE agrees to work in partnership with BPS on four additional initiatives and commits to make measurable progress on its initiatives.

2. BPS Priority Initiatives

BPS agrees that, during the next three years, it will focus on four priority initiatives.

a. Priority Initiative #1: Teaching and Learning

BPS will make specific improvements in the BPS schools included among the lowest performing 10 percent of schools in the state, as defined in Appendix A (hereinafter the Transformation Schools).

BPS's Measures of Success:

1. The average ELA, math, and science scaled scores in the Transformation Schools will increase as measured by MCAS scores.
2. The percent of English learners in the Transformation Schools making progress toward English language proficiency will increase as measured by ACCESS scores.
3. The mean student growth percentile in the Transformation Schools will increase as measured by MCAS scores.
4. The four-year cohort graduation rate for high schools will increase, and the annual dropout rate will decrease throughout the term of this MOU.

b. Priority Initiative #2: Equitable Access to Student Supports

High school graduation requirements vary by school, and students do not have equitable access to advanced courses. In addition, chronic absenteeism reduces students' opportunities for learning, particularly at the high school level. BPS will address both issues to ensure it is providing equitable access to student supports that drive success.

BPS's Measures of Success:

1. BPS will adopt a MassCore Policy by June 2020, outlining the timeline and necessary steps to implement a uniform high school graduation requirement across all district schools.
2. Beginning with all first-time ninth graders in the fall of 2021, BPS will include the completion of MassCore as a graduation requirement.
3. BPS will increase the number and percent of underrepresented students enrolled in advanced courses as defined by DESE's accountability system.
4. BPS will reduce chronic absenteeism across all schools, including at the high schools.

c. Priority Initiative # 3: Improving Educational Services to Students with Disabilities

The district's special education services do not always provide appropriate learning opportunities in the least restrictive environment for students with disabilities and contribute to a pattern of inequitable access to learning opportunities.

BPS's Measures of Success:

1. BPS will improve outcomes for students with disabilities by systematically addressing the quality of education for students with disabilities.
2. BPS will undertake a reconstruction of its special education services and placement options, thereby increasing the percentage of students with disabilities that are served in the least restrictive environment and reducing the disproportionate placement in substantially separate programs of students of color.

d. Priority Initiative #4: Improve Operations -- Transportation

BPS will take steps to improve the student transportation system.

BPS's Measures of Success:

1. Increase the on-time arrival of school buses on the first day of school.

2. Improve on-time arrival at key points and throughout the school year.

3. DESE Priority Initiatives

DESE agrees that during the next three years, it will work in partnership with BPS on four priority initiatives that complement BPS's work on BPS's priority initiatives.

a. Priority Initiative #1: Teaching and Learning

DESE will support the improvement of teaching and learning in schools in the district, including some schools in the 11th to 25th percentiles, by entering a cohort of up to 15 additional schools in the Kaleidoscope network, as listed in Appendix B, and supporting and mentoring these schools.

DESE's Measures of Support:

1. DESE will enter an additional cohort of up to 15 BPS schools into the Kaleidoscope network.
2. DESE will assign one or more DESE staff members to work with a mutually agreed upon BPS School Superintendent to oversee and support these schools.
3. DESE will provide professional development to staff in this cohort of schools.
4. DESE will support the running of Acceleration Academies for this cohort of schools, and BPS will provide additional supports as needed, including transportation.
5. DESE will develop or enhance Early College programs in partnership with included high schools.
6. DESE may provide other supports as needed and may implement pilot programs, including labor-management partnerships and community school models.
7. In order to minimize disruption to schools in the Kaleidoscope network, BPS agrees that it will consult the Commissioner of Elementary and Secondary Education ("Commissioner") prior to making a change in leadership in these schools. BPS also agrees that before it proceeds with any significant initiatives that might impact the schools listed in Appendix B, (including, for example, the student assignment process), it will consult with the Commissioner in a good faith effort to ensure that the initiative will not negatively affect the work DESE is pursuing in the Kaleidoscope network, and will not institute such changes in the absence of the parties' mutual consent. The parties agree, however, that mutual consent is not required for matters relating to: grade configuration; career and technical education; international baccalaureate; advanced placement; and early college. DESE's work with the Kaleidoscope network of schools shall not inhibit or delay BPS's BuildBPS initiative.

b. Priority Initiative #2: Equitable Access to Student Supports

DESE will take steps to provide equitable access to student supports through enhanced partnerships designed to provide outside financial and other supports for BPS schools as needed.

DESE's Measures of Support:

1. By June 2020, DESE will survey school principals to determine what outside funding and other partnerships are in place in each BPS school.

Execution Copy

2. DESE will assist in brokering partnerships and philanthropic support for schools that do not currently have robust partnerships, including Transformation Schools.
- c. Priority Initiative #3: Strengthening Educator Diversity and Effectiveness
DESE will enhance BPS's efforts to recruit and retain a diverse and effective educator workforce.

DESE's Measures of Support:

1. DESE will assign one or more DESE staff members to work with one or more DESE-identified BPS staff members to support the recruitment and retention of a diverse and effective school-based educator workforce.
 2. DESE will develop, implement and fund, as necessary and at its discretion, programs to support the recruitment and retention of a diverse and effective school-based educator workforce, which may include a homebuying affordability program, partnerships, signing bonuses, or other approaches.
- d. Priority Initiative #4: Improve Operations -- Facilities:
Many BPS schools have major facility deficiencies. DESE will take the following specific steps to help BPS improve the quality of BPS student bathrooms and other essential facilities.

DESE's Measures of Support:

1. DESE will provide an employee who will work with BPS, and with capital improvement resources already committed by the City, to upgrade essential facilities, focusing initially on improving the conditions of BPS student bathrooms.
2. DESE will monitor student bathroom facilities to confirm that these essential facilities are properly maintained throughout the school year.

4. Long-Term Initiatives

BPS and DESE agree that in addition to the priority initiatives identified in paragraphs 2-3, they will each be responsible for a long-term initiative. The BPS long-term initiative will be to develop a plan for improving services to English learners and improve interpretation and translation services for limited English proficient parents and guardians. The DESE long-term initiative will be to develop an earned autonomy model for BPS schools. Planning for these initiatives will occur in partnership through consultation between DESE and BPS during the 2020-2021 school year. Specific plans for these initiatives will be developed by May 2021. BPS agrees that it will not change a school's autonomy status until DESE has developed the earned autonomy model for BPS schools, without consulting with the Commissioner regarding a specific and identified timeframe.

BPS agrees that it will focus over the next three years on the priority initiatives outlined in this MOU and the long-term initiatives described in this section.

5. Resources

To support the partnership work outlined in this MOU, and subject to appropriation, DESE agrees to allocate at least \$4 million per year for the following three school years to support both BPS's and DESE's priority initiatives.

6. Stakeholder Engagement and Advisory Committees

The parties agree to work cooperatively to develop additional terms to this MOU, including terms relating to stakeholder engagement, and the engagement of nonprofit organizations to support the priority initiatives. The Commissioner may establish advisory committees to assist with the DESE initiatives set forth herein.

7. Communication between BPS and DESE

The Superintendent and the Commissioner, or their designees, will meet regularly to discuss the priority initiatives.

8. Information Requirements

BPS agrees that in order for DESE to successfully undertake its priority initiatives, DESE may need access to specific BPS information and systems. BPS agrees to provide forthwith any documents, data, or other information requested by DESE. DESE will identify DESE employees for purposes of accomplishing the DESE priority initiatives. BPS agrees to provide these DESE employees with log-in access to BPS data systems.

9. Space Requirements

BPS agrees to provide workspace for DESE employees for purposes of accomplishing the DESE priority initiatives. All assigned workspaces will be comparable to workspaces assigned to BPS staff.

10. Good Faith Resolution of Disputes

The parties agree to work in partnership in all actions relating to this MOU and generally to attempt to avoid disputes. Nevertheless, BPS and DESE recognize that concerns may arise from time to time relating to the implementation of this MOU. BPS and DESE may raise concerns with the Superintendent or the Commissioner's designees regarding each other's actions or other factors that may be limiting progress towards achieving priority initiatives. BPS and DESE agree to use their best efforts to resolve such disputes in a fair and equitable manner. Any dispute that is not resolved by the Superintendent and the Commissioner's designees may be submitted to a mutually agreed upon neutral mediator for resolution.

11. Term of MOU

The term of this MOU is from the Effective Date until October 1, 2023, unless earlier terminated in accordance with Section 12 of this MOU. The parties agree that, during the third year of the MOU, DESE may conduct a review of BPS district performance and the efficacy of the interventions described in this MOU. Such review shall be conducted in a manner consistent with DESE's processes.

12. Termination

This MOU may be terminated upon the written agreement of both parties. In the event that the Commissioner determines that BPS has failed to cooperate with DESE with respect to DESE's initiatives and/or make substantial progress on BPS's priority initiatives, DESE may terminate

Execution Copy

the MOU upon 30 days written notice to BPS. In the event that the parties are unable to successfully negotiate the items in paragraph 19 of the MOU, DESE may terminate the MOU.

13. MOU Review and Amendment.

The parties agree to a semi-annual review, or more frequently as needed, of the MOU to identify issues that need to be addressed and mutually agree whether amendments need to be made to the MOU. To be binding and effective, all amendments must be in writing and signed by the original parties or their successors in office or interest.

14. Notices

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

a. In the case of BPS:

Dr. Brenda Cassellius, Superintendent
Boston Public Schools
2300 Washington Street
Roxbury, MA 02119

b. In the case of DESE:

Jeffrey C. Riley, Commissioner
Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street
Malden, MA 02148

15. Counterparts

This MOU may be executed in any number of counterparts.

16. Severability

If any provision of this MOU is held to be invalid or without legal authority, the invalidity or lack of authority shall not affect other provisions that can be given effect without the invalid provision, and to this end, the provisions of this MOU are to be severable.

17. Authority of DESE and the Board of Elementary and Secondary Education

Nothing in this MOU limits any authority, including statutory and regulatory authority, of DESE, the Commissioner, or the Board of Elementary and Secondary Education.

18. Entire Agreement

Except as explicitly provided herein, this MOU and any appendices constitute the complete and entire agreement of the parties and supersedes, as of the effective date, all prior or contemporaneous representations or agreements related to the topics addressed herein.

19. Outstanding Issues

Over the next 60 days, the parties agree to negotiate in good faith to address the following:

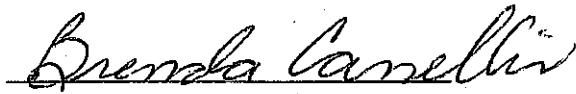
- Refinement of annual metrics and development of annual specific targets
- Data collection and reporting progress on priority initiatives

Execution Copy

- Development of terms and conditions necessary for student success, including terms and conditions affecting the schools identified in Appendix B.
- Procurement matters
- Other mutually agreed upon matters
- Future expansion of the Kaleidoscope program to schools in Roxbury and Dorchester
- Dever transportation/scheduling issues.

IN WITNESS WHEREOF, the parties execute this MOU under seal.

BOSTON PUBLIC SCHOOLS,



Dr. Brenda Cassellius, Superintendent

Date: 3/10/2020

MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION



Jeffrey C. Riley, Commissioner

Date: 3/10/2020

Appendix A: Transformation Schools

For purposes of this MOU, the BPS schools defined as "transformation" schools will include:

| | |
|---|---------------|
| Clarence R. Edwards Middle | Charlestown |
| Washington Irving Middle | Roslindale |
| James P. Timilty Middle | Roxbury |
| Madison Park High | Roxbury |
| David A. Ellis | Roxbury |
| Higginson/Lewis K-8 | Roxbury |
| Lilla G. Frederick Middle School | Dorchester |
| Brighton High | Brighton |
| Dearborn | Roxbury |
| John W. McCormack | Dorchester |
| Sarah Greenwood | Dorchester |
| Young Achievers | Mattapan |
| King K-8 | Dorchester |
| Blackstone | South End |
| Community Academy of Science and Health | Dorchester |
| James J. Chittick | Hyde Park |
| John D. Philbrick | Roslindale |
| Lyon Upper 9-12 | Brighton |
| Mario Umana Academy | East Boston |
| Excel High School | South Boston |
| Orchard Gardens | Roxbury |
| Roger Clap | Dorchester |
| Samuel W. Mason | Roxbury |
| Edison K-8 | Brighton |
| Mission Hill School | Jamaica Plain |
| Curley K-8 School | Jamaica Plain |
| Condon K-8 | South Boston |
| Charlestown High | Charlestown |
| The English High | Jamaica Plain |
| TechBoston Academy | Dorchester |
| James W. Hennigan | Jamaica Plain |
| Joseph Lee | Dorchester |
| Henry Grew Elementary ** | Hyde Park |

* The Paul A. Dever School is not included in this list, because the school is in receivership.

** The Henry Grew Elementary School is included in this list because it has been designated an underperforming school.

Appendix B: Kaleidoscope network schools

The following BPS schools were selected through a competitive process to participate in the first state-wide cohort for the Kaleidoscope network: Eliot K-8 Innovation School and TechBoston Academy.

The following BPS schools have been selected to participate in a Kaleidoscope readiness cohort as described in DESE priority initiative #3.

| | |
|------------------------------------|-------------|
| Mario Umana Academy | East Boston |
| Donald McKay | East Boston |
| Curtis Guild | East Boston |
| East Boston High | East Boston |
| Hugh Roe O'Donnell | East Boston |
| Patrick J. Kennedy | East Boston |
| Samuel Adams | East Boston |
| James Otis | East Boston |
| Manassah E. Bradley | East Boston |
| East Boston Early Childhood Center | East Boston |
| Dante Alighieri Montessori School | East Boston |
| Clarence R. Edwards Middle | Charlestown |
| Charlestown High | Charlestown |
| Harvard-Kent | Charlestown |
| Warren-Prescott | Charlestown |