

MEMORANDUM OF UNDERSTANDING: TYPE A

**AGREEMENT BETWEEN THE BOSTON PUBLIC SCHOOLS
AND
DUDLEY STREET NEIGHBORHOOD CHARTER SCHOOL'S BOARD OF TRUSTEES**

AGREEMENT by and between the Dudley Street Neighborhood Charter School (“DSNCS”) (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, DSNCS and BPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of Elementary and Secondary Education (“Massachusetts DESE” or “DESE”), 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, DSNCS submitted to DESE an application for renewal of its charter for a period of five years (“Application”); and

WHEREAS, in January 2017, the Massachusetts Board of Elementary and Secondary Education approved DSNCS’s Application for charter renewal and granted a new charter to DSNCS to operate as a Horace Mann Charter School from July 1, 2017 through June 30, 2022; 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.

BPS agrees to permit and enable DSNCS to operate as a new 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.

DSNCS will be an elementary school serving students in grades K1 through five as per its charter.

2. DSNCS’s Annual Budget.

a. BPS agrees to provide a Lump Sum Budget to DSNCS 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 DSNCS continues to operate as a Horace Mann Charter School.

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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 DSNCS. An adjustment, based on the same formula used at other Boston Public Schools, will be made to this budget based on actual enrollment in the fall of each year.

- b. DSNCS will use actual salaries of employees in creating and managing its budget.
- c. DSNCS will have the opportunity to purchase discretionary central support services from the district. In those instances where DSNCS chooses not to purchase a discretionary central support service, BPS will add the equivalent per-pupil cost of the service to DSNCS's budget.
- d. BPS will provide non-discretionary services and expenses (including, but not limited to: transportation, employee benefits, facilities, safety and other central office services) to DSNCS as in-kind support. BPS and DSNCS will meet each spring to review the type and extent of services to be provided by BPS during the following school year.
- e. DSNCS will be responsible for all staff and/or services required to meet the needs of students who are English Language Learners and/or students requiring special education services. DSNCS will have access to BPS expertise in these two areas as provided to all BPS schools, recognizing that both of these departments are in high demand and that staff at DSNCS should continue to build their knowledge and implementation of best practices in both areas at the school.
- f. The Lump Sum Budget shall not be reduced because of the school's receipt of additional funds from sources independent of the BPS. DSNCS agrees to operate within its Lump Sum Budget allocation plus any other funds that DSNCS may receive independent of the BPS, less services purchased from BPS.
- g. Each fiscal year DSNCS, 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 DSNCS, which shall allot funds from the Lump Sum Budget to DSNCS's educational mission as DSNCS deems appropriate. In accordance with the requirements of all Boston Public Schools, DSNCS shall deliver the annual operating 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.
- h. DSNCS shall provide notice to the CFO of amendments and modifications to its budget during the year; however, any failure by DSNCS to provide notice of amendments or modifications to its budget will not limit its budgetary authority under M.G.L. c. 71, §89. If requested, DSNCS shall provide the CFO with copies of DSNCS's annual financial audit, DSNCS's budget and any amendments and modifications thereto, and any financial reports that DSNCS submits to the Massachusetts DESE, at the same time that these documents are submitted to the Massachusetts DESE.
- i. DSNCS is an independent LEA. As such, DSNCS will be responsible for applying for and accounting for any separate state or federal grants, including, but not limited to, Title I and IDEA. BPS will be responsible for applying for reimbursements for national school nutrition programs.

3. Operating Account and Expenditures.

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a. By July 1 of each year, the CFO shall establish an operating account for DSNCS in the amount of the Lump Sum Budget (the “DSNCS Operating Account”). Only DSNCS’s Principal and/or his/her designee(s) shall authorize expenditures from its operating account.

b. DSNCS shall establish and maintain a separate bank account under its exclusive control (hereinafter, the “DSNCS 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 DSNCS Operating Account to the DSNCS Bank Account. The first transfer will be based upon a the difference between the total Lump Sum Budget provided by BPS to DSNCS and an estimate of the amount of funds DSNCS anticipates spending on stipends and salaries. The amount of this transfer will be mutually agreed upon by the CFO of BPS and the Principal at DSNCS. 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 DSNCS and the estimated amount of funds DSNCS anticipates spending on stipends and salaries. For example, the transfer in January will be necessary if DSNCS receives more in its BPS Lump Sum Budget after accounting for actual enrollment at DSNCS, per the process described above. The third transfer may occur after the end of the fiscal year, no later than August 31. After the CFO performs a year-end reconciliation at the close of the BPS’s fiscal year, any remaining funds from DSNCS’s Operating Account will be transferred to the DSNCS Bank Account. Expenditures from the DSNCS Bank Account shall be made in accordance with all applicable laws, ordinances, and regulations.

c. DSNCS shall purchase such goods and services from the BPS as set forth in the non-instructional services section of the Application (including, but not limited to, technology and athletics) at costs reasonably determined by BPS, and for all such non-instructional goods and services purchased, DSNCS 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, DSNCS shall have the option to purchase additional, non-instructional goods and services that have not been specified in the Application as DSNCS shall from time to time determine. DSNCS agrees that it shall be responsible for all costs associated with the operation of DSNCS, except those services provided by BPS according to the terms of Section 2 above (including, but not limited to: transportation, employee benefits, facilities, safety and other central office services). DSNCS further agrees it shall indemnify and hold harmless the BPS, its officers, agents or employees from all claims resulting from any costs incurred by DSNCS, its Board, officers, agents or employees in association with the operation of DSNCS, other than facilities costs covered in Section 4 below.

4. Facilities.

a. BPS and DSNCS acknowledge that they share responsibility for securing an adequate facility for DSNCS. BPS will provide and maintain an adequate facility for DSNCS, or, consistent with charter school law and regulations and the DESE Horace Mann Charter School Technical Advisory 03-1 – Paragraph 14), will provide DSNCS with the funds to pay for a facility. Subject to BPS’s aforementioned agreement to provide DSNCS with funds to pay for a facility, in the case that DSNCS operates in a non BPS-owned facility, DSNCS 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.

b. Subject to BPS’s aforementioned agreement to provide DSNCS with funds to pay for a facility, in the case that DSNCS operates in a non BPS-owned facility, DSNCS also agrees

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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 DSNCS operates in a non BPS-owned facility, any purchase or lease agreement relating to the site or facilities for DSNCS, 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 DSNCS, which shall not be unreasonably withheld or delayed.

c. If DSNCS 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, as well as any necessary capital repairs. BPS has processes in place to prioritize maintenance and capital requests from BPS schools. Facilities work requests from DSNCS would be considered promptly and prioritized according to need, using the same criteria as with any other BPS-owned facility. DSNCS and BPS will work cooperatively on a reasonable timeline for all DSNCS facilities improvements. If specific issues arise regarding building accessibility, BPS will work with DSNCS to determine appropriate solutions. Similar to other BPS schools, DSNCS will participate in BPS facilities planning processes such as the BuildBPS process. BPS will consult DSNCS and its Board before a decision is made to move another school or school program into or out of DSNCS's facility.

d. Unless the BuildBPS process identifies need for change regarding the building in which DSNCS is currently located, DSNCS will continue to be located in the current Emerson Elementary School building at 6 Shirley Street, Roxbury, MA 02119. The facility will contain sufficient furniture, equipment, and infrastructure, including but not limited to desks, chairs, tables, white/black boards, bookcases, file cabinets, office equipment, internet wiring, hubs, routers, cables and wireless devices, etc., for the students and staff at DSNCS. If, in the future, BPS proposes to move DSNCS from this location, BPS agrees to notify DSNCS 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 DSNCS Board Chair and Principal shall meet with the BPS Superintendent to discuss the situation. The decision of the Boston School Committee is final regarding facilities placement of DSNCS in a BPS facility. DSNCS retains its right to appeal to DESE as detailed in the dispute resolution portion (section 167) 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. DSNCS 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 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. DSNCS will be responsible for all hiring, managing, and evaluating all 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 DSNCS'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 DSNCS 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 DSNCS student may require an out-of-district placement, DSNCS shall conclude any IEP meeting(s) without identifying a specific placement type, shall notify BPS within two (2) school days and shall invite a representative of the BPS special education department to participate as a member of the IEP Team in any relevant placement meetings. DSNCS agrees that any out-of-district placement decision may not be finalized without the approval of the BPS special education representative. As BPS bears the sole responsibility for funding any out-of-district placements, BPS will have the final recommendation and approval for an out-of-district placement.

6. Staffing.

a. Selection and hiring.

i. DSNCS seeks flexibilities in staff selection and hiring as articulated in its Application.¹ DSNCS has the sole discretion to select the staff for any and all positions at the school. DSNCS may formulate job descriptions, duties and responsibilities for any and all positions in its school. DSNCS will be responsible for ensuring that any hiring complies with any licensure requirements.

ii. DSNCS shall be exempt from BTU local collective bargaining agreements and past practices except that staff at DSNCS 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. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. DSNCS acknowledges that the diversity of its staff contributes to overall BPS staff diversity statistics, some of which are subject to court-mandated rules. As an individual school, DSNCS will hold internal staff diversity goals in line with court mandated percentages. DSNCS 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 DSNCS teaching staff demographics do not meet or exceed court mandated diversity goals, DSNCS will work with BPS to revise the diversity recruitment plan.

¹ See Application including sections "School Leadership," "Professional Climate," "Contractual Relationships," and "Governance."

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iii. Staff will be paid at least as much as the relevant union salary scale dictates, but DSNCS 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 BPS Office of Human Capital and Chief Financial Officer prior to offer. If a DSNCS 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 DSNCS for another position within the district.

b. Management and evaluation. DSNCS seeks flexibilities in management and evaluation as articulated in its Application.² DSNCS, through its board of trustees, shall manage its staff. All members of the DSNCS staff shall execute an Acknowledgement of Working Conditions (AWC) agreement containing the working conditions every year. DSNCS will adopt the Educator Evaluation system adopted by BPS across all job categories.

c. Excessing and dismissal. DSNCS seeks flexibilities in excessing and dismissal as articulated in its Application.³ DSNCS may involuntarily excess members of the BTU, Guild and BASAS bargaining units by providing notice of any involuntary excessing by February 1st. The provisions in any relevant collective bargaining agreements regarding excessing, seniority, transfer, layoff and recall shall not apply to DSNCS except that members of the collective bargaining units shall continue to accrue seniority. DSNCS agrees that the dismissal of all staff members shall be done in accordance with federal and state law, municipal ordinances and applicable collective bargaining and Acknowledgement of Working Conditions agreements. DSNCS shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances. DSNCS 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 DSNCS will be processed in a timely manner through the BPS Office of Human Capital. DSNCS 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 an employee work in front of children without a CORI check.

e. Working Conditions. DSNCS seeks flexibilities in working conditions as articulated in its Application.⁴ The provisions of the BTU collective bargaining shall not apply to BTU employees at DSNCS 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, DSNCS intends to operate a longer school day than the standard BPS school schedule. Each employee at DSNCS will sign an Acknowledgement of Working Conditions 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.

² See Application including sections "Governance," "Monitoring and Evaluation," and "Contractual Relationships."

³ See Application including section "Monitoring and Evaluation."

⁴ See Application including sections "Professional Climate," "Contractual Relationships," "Governance."

7. Compliance with Law.

DSNCS agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, and all applicable federal and state court orders, 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. DSNCS 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, DSNCS 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 17, herein.

DSNCS agrees that all employment decisions will be made in compliance with the applicable federal and state laws. DSNCS, as a part of the BPS, 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, especially teachers.

8. Governance Structure.

DSNCS acknowledges that it has formed, and will hereafter maintain, the governance structure described in the Leadership and Governance Section of its Application. The governance body shall ensure compliance with all laws, regulations, codes and court orders.

DSNCS shall be operated and managed by the DSNCS Board independent of the Boston School Committee.

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

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

10. Program Coordination with BPS.

Operations. DSNCS and the BPS shall coordinate in the development of operational guidelines relating to DSNCS'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.

Transportation and School Schedule. BPS will provide transportation in accordance with M.G.L. c. 71, §89(cc). DSNCS and BPS will meet to plan school starting and ending times in order to assist the district with identifying cost effective means of transportation, including late buses. BPS will accommodate DSNCS's particular school day and school year.

Student Discipline. DSNCS certifies that it will conduct itself in accordance with the BPS Code of Conduct for the term of this Agreement. DSNCS also agrees to conduct itself in accordance with the substantive terms regarding student suspensions and discipline set forth in the settlement agreement between BPS and clients of Greater Boston Legal Services (S.A., by and through his guardian and next friend Irlanda Montrod; A.T.K., by and through his guardian and next friend Tanisha Taylor; L.T., by and through her guardian and next friend Melissa Jones), signed and effective November 15, 2018. DSNCS 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. DSNCS 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 DSNCS will develop a process to ensure that students expelled from DSNCS will be re-enrolled into BPS in a manner that is aligned with how BPS re-enrolls students expelled from other BPS schools.

11. Student Enrollment, Recruitment and Retention.

a. Students will be enrolled in DSNCS in accordance with the provisions of M.G.L. c. 71, §89(l), (m), and (n). Students who withdraw from DSNCS 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 DSNCS for any reason, DSNCS shall fill the vacancy in accordance with the provisions of M.G.L. c. 71, §89(n).

b. DSNCS 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 DSNCS or a third-party mailhouse with student contact information and basic demographic data for use in student recruitment efforts, provided that DSNCS agrees to keep this information confidential. DSNCS will submit to BPS annually the recruitment and retention plan that it develops for the DESE.

c. DSNCS will integrate its enrollment process with that of BPS. DSNCS 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, DSNCS 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 DSNCS, and BPS will convey this information to DSNCS in a timely manner.

d. BPS recognizes that DSNCS was founded in part to create a Pre-K to 12 pathway in the Dudley neighborhood, as passed by the School Committee in its June 10, 2015 vote.⁵

12. Information Requirements.

⁵ The School Committee voted to "Create a 6-8 middle school pathway for the Dudley Street Neighborhood Charter School to the Dearborn STEM Academy, effective school year 2015-2016."

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a. DSNCS agrees to submit forthwith any information or data relative to its operation and functioning, as reasonably requested and required by the BPS.

b. DSNCS agrees to utilize the BPS Student Information System (Aspen) to report attendance, discipline, school schedule, and grades, and to update this information promptly. DSNCS further agrees to utilize the BPS special education student information management system (EdPlan/Easy IEP).

c. DSNCS shall consult with BPS to determine what predictive assessments DSNCS will be required to implement. DSNCS has the option of accessing district-wide assessments (including, but not limited to, mid-year and end-of-year course assessments), but is not required to do so. DSNCS shall consult with BPS while developing the Accountability Plan that is required by the DESE, to ensure that DSNCS establishes performance goals that are aligned with BPS expectations. By August 1 of each year, DSNCS shall submit to BPS a copy of the Annual Report and Accountability Plan required by the DESE.

d. The School Committee shall develop a plan to disseminate innovative practices of DSNCS to other public schools within the district subject to the legally enforceable provisions of any contract between DSNCS and any third party provider. DSNCS 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 BPS Superintendent or his/her designee.

14. Term of Agreement.

The term of this Agreement is the period from July 1, 2017 through June 30, 2022. No later than six (6) months prior to the expiration of the term of this Agreement, or the expiration of DSNCS's charter, whichever occurs first, BPS and DSNCS shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of DSNCS 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 DSNCS 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 DSNCS is a unit of the BPS only to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. The parties expressly acknowledge that DSNCS is an entity independent of the BPS and that the BPS shall not be liable for the acts or omissions of DSNCS, the Board, its officers, agents or employees except to the extent consistent with the provisions of M.G.L. c. 71, §89 and regulations promulgated in connection therewith. Further, DSNCS shall indemnify and hold harmless the BPS, its officers, agents or employees for all suits and claims against them or any of them directly resulting from any educational or employment action or decision, any intentional or negligent acts or omissions or wrong-doing of DSNCS, the Board, its officers, agents or employees.

16. Process for Dispute Resolution.

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In the event of a dispute related to the terms of this MOU, both parties agree to first frame the issue in written format and then refer the issue for review to the BPS Superintendent and Chair of the DSNCS Board.

The BPS Superintendent and Board Chair shall informally meet and confer to attempt to resolve the dispute within 10 business days of receipt of the written document framing the issue. If this meeting fails to resolve the dispute, within 10 business days both parties shall identify two board members from their respective boards who shall jointly meet with the BPS Superintendent and DSNCS Board Chair again to attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the parties shall refer the matter to the Commissioner of Education for review.

17. Termination.

DSNCS acknowledges that the BPS Superintendent is responsible for the education of all BPS students. In the event the BPS Superintendent determines in his/her professional judgment that DSNCS is not serving the best interest of the students of the BPS, and/or that DSNCS 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 DSNCS. In addition, this Agreement terminates automatically in the event that the Commissioner of Education revokes the charter of DSNCS for any reason. In the event that this Agreement is terminated, BPS agrees to reimburse DSNCS for appropriate DSNCS expenses that it incurred prior to such termination.

18. DSNCS Rights of Appeal.

BPS acknowledges that DSNCS 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 DSNCS 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. DSNCS 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 DSNCS's intent to file such an appeal and the grounds upon which any such appeal would be based.

19. 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 School Department
2300 Washington Street
Roxbury, MA 02119

(B) In the case of DSNCS:

Ros Everdell, Hakim Harris
Co-Chairs, DSNCS Board of Trustees
6 Shirley Street
Boston, MA 02119

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.

18. 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.

19. 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.

20. Amendments.

This Agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the BPS and DSNCS. All amendments and modifications to this MOU require the approval of the DESE.

[Signatures begin on the following page]

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

DUDLEY STREET NEIGHBORHOOD CHARTER SCHOOL

By: _____ Date: _____

Ros Everdell
Hakim Harris
Co-Chairpeople of the Board of Trustees

BOSTON PUBLIC SCHOOLS

By: _____ Date: _____

Dr. Brenda Cassellius
Superintendent

APPROVED AS TO FORM:

By _____

Eugene L. O'Flaherty
Corporation Counsel
Law Department

By _____ Date: _____

Maureen Joyce
City Auditor
City of Boston