

A. MEMORANDA OF UNDERSTANDING

(1) Type A between UP Academy's Board of Trustees and BPS

AGREEMENT BETWEEN THE BOSTON PUBLIC SCHOOLS AND THE UP Academy Charter School of Boston A HORACE MANN CHARTER SCHOOL

AGREEMENT by and between the UP Academy Charter School of Boston ("UP"), 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, UP and BPS agree as follows:

WHEREAS, Massachusetts General Law Chapter 71, §89 gives the Commonwealth of Massachusetts, Department of ~~Elementary and Secondary Education~~ 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 2010, UP ~~intends to request~~ requested approval, and in 2016, UP requested renewal, from the Massachusetts Board of Elementary and Secondary Education and Massachusetts DESE to operate a Horace Mann Charter School in accordance with UP's application (the "Application") and renewal application, respectively; (the "Application"); 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 UP 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.
 - b. UP will be a middle school serving students in grades six through eight.
2. UP's Annual Budget.
 - a. BPS agrees to provide a Lump Sum Budget to UP 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 UP continues to operate as a Horace Mann Charter School.
 - b. This Lump Sum Budget shall be calculated based on the weighted student funding model adopted by Boston Public Schools and applied to future-year projected enrollment of UP. An adjustment, based on the same formula used at other Boston Public Schools, will be made to this budget by November 15 of each year to reflect actual enrollment at the school. UP will use actual salaries of employees in creating and managing its budget from BPS.
 - c. UP will have the opportunity to purchase discretionary central support services from the district. In those instances where UP chooses not to purchase a discretionary central support service, BPS will add the equivalent per-pupil cost of the service to UP's budget. Additionally, BPS will provide non-discretionary services (including but not limited to: transportation, employee benefits, facilities, payroll, safety, food service, and other central

office services) as in-kind support. BPS and UP 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. UP will be responsible for all staff and/or services required to meet the needs of students who require special education services, as described in Section 5. Therefore, each year, BPS will identify what centrally-funded supports would typically be provided by the Office of Special Education and Student Supports to a BPS school with UP’s projected enrollment, including but not limited to any allocation of staff and service providers. The full value of these supports would be added as non-restricted funds to UP’s budget annually. An adjustment to reflect actual enrollment would be made in the fall, through the same process described in section 2.b. Under no circumstances would the special education allocation decrease by more than 25% versus the prior year. Upon request, BPS will provide UP Academy with an analysis showing how the special education allocation was determined for UP Academy and two similar district schools as comparison. UP Academy will have the option to access BPS special education support and services at the same costs reflected in the budget allocation, as long as BPS has the staff and time available to accommodate this desire. Separately, BPS will add to UP’s budget the funds to pay for a school nurse or a portion of a school nurse’s salary, using the same allocation as used for other BPS schools.
- d. The Lump Sum Budget shall not be reduced because of the school’s receipt of additional funds from sources independent of the BPS. UP agrees to operate within its Lump Sum Budget plus any other funds that UP may receive independent of the BPS, less services purchased from BPS.
- e. Each fiscal year UP, 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 UP, which shall allot funds from the Lump Sum Budget to UP’s educational mission as UP deems appropriate. In accordance with the requirements of all Boston Public Schools, UP 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. UP 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 UP 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, UP shall provide the CFO with copies of UP’s annual financial audit, UP’s budget and any amendments and modifications thereto, and any financial reports that UP submits to the Massachusetts DESE. The CFO may also request, and UP shall provide in response to any such request, additional documentation to support UP’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 UP Principal 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. UP is an independent LEA. As such, UP 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 UP in the amount of the Lump Sum Budget (the “UP Operating Account”). Only UP’s Director of Operations or Principal and/or his/her designee(s) shall authorize expenditures from its operating account.

- b. UP shall establish and maintain a separate bank account under its exclusive control (hereinafter, the “UP 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 UP Operating Account to the UP Bank Account. The first transfer will be based upon a the difference between the total Lump Sum Budget provided by BPS to UP Academy and an estimate of the amount of funds UP Academy anticipates spending on stipends and salaries. The amount of this transfer will be mutually agreed upon by the CFO of BPS and the Director of Operations at UP Academy. 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 UP Academy and the estimated amount of funds UP Academy anticipates spending on stipends and salaries. For example, the transfer in January will be necessary if UP Academy receives more in its BPS Lump Sum Budget after accounting for actual enrollment at UP Academy, per the process described above. The third transfer will 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 UP’s Operating Account will be transferred to the UP Bank Account. Expenditures from the UP Bank Account shall be made in accordance with all applicable laws, ordinances, and regulations.
- c. UP shall have the option to 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, UP 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, UP shall have the option to purchase additional, non-instructional goods and services that have not been specified in the Application as UP shall from time to time determine.
- d. UP agrees that it shall be responsible for all costs associated with the operation of UP. UP further agrees it shall indemnify and hold harmless the BPS, its officers, agents or employees from all claims resulting from any costs incurred by UP, its Board, officers, agents or employees in association with the operation of UP.

4. Facilities.

- a. BPS and UP acknowledge that they share responsibility for securing an adequate facility for the Horace Mann School. BPS will provide and maintain an adequate facility for UP, or, consistent with charter school law and regulations (603 CMR 1.08) and the MADESE Horace Mann Charter School Technical Advisory 03-1 – Paragraph 14), will provide UP 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 UP Academy were it to be in a BPS facility. Subject to BPS’s aforementioned agreement to provide UP with funds to pay for a facility, in the case that UP operates in a non BPS-owned facility, UP 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 UP with funds to pay for a facility, in the case that UP operates in a non BPS-owned facility, UP 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 UP operates in a non BPS-owned facility, any purchase or lease agreement relating to the site or facilities for UP, 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 UP, which shall not be unreasonably withheld or delayed.

- b. If UP 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 UP. BPS has processes in place to prioritize maintenance and capital requests from BPS schools. Facilities work requests from UP would be considered promptly and prioritized according to need, using the same criteria as with any other BPS-owned facility. UP and BPS will agree to a reasonable timeline for all UP Academy facilities improvements and BPS shall provide these improvements within that timeline. BPS will consult UP and its Board before a decision is made to move another school or school program into or out of UP's facility and before considering moving UP to another facility.
- c. ~~BPS intends to locate~~ UP ~~will be located in the current Gavin Middle School building~~ at 215 Dorchester Street, South Boston, MA, 02127. ~~UP's facility will be available for occupancy by UP no later than July 11, 2011.~~ BPS commits that UP ~~will~~ shall have the option to remain in this facility through the term of this ~~charter~~ agreement.

5. Special Education

- a. UP will manage all aspects of special education, as described in section 5.b., including but not limited to the cost of ensuring compliance with federal and state special education regulations, supervising all special education staff and service providers, coaching special education staff, overseeing, with the Principal, MA DESE's Coordinated Program Review, facilitating IEP meetings, maintaining special education folders, facilitating RTI Team meetings, collecting and maintaining special education student-related data, scheduling IEP meetings, delivering academic services (inclusion, pull, and in substantially separate settings) to students with disabilities, developing and maintaining IEPs, administering academic testing, case managing, providing support to SPED 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, conducting functional behavioral analyses and positive behavioral intervention plans, providing speech and language therapy in group and individual settings, conducting speech-language testing, providing occupation therapy in group and individual settings, conducting occupational evaluations, providing physical therapy, conducting OT evaluations, creating Adaptive Physical Education program, and providing adapted physical education services.
- c. UP will be responsible for all hiring, managing, and evaluating staff required to meet the needs of students who are English Language Learners and/or students requiring special education services. This staff may include but not be limited to the DCI-Student Support, Special Education Teachers, English Language Learner Teachers, Interventionists / Paraprofessionals, Behavior Specialists, Board Certified Behavior Analysts, Social Workers, School Psychologists, Speech Therapists, Occupational Therapists, Physical Therapists, Adapted Physical Education Teachers, and Nurses. All special education staffing decisions will be at UP's discretion, and will fulfill all services required in student IEPs.
- d. UP will also provide all services required to meet the needs of those who are English Language Learners and /or students requiring special education service. These services may include, but are not limited to, ensuring compliance with federal and state special education regulations, supervising all special education staff and service providers, coaching special education staff, overseeing, with the Principal, MA DESE's Coordinated Program Review, facilitating IEP meetings, maintaining special education folders, facilitating RTI Team meetings, collecting and maintaining special education student-related data, scheduling IEP meetings, delivering academic services (inclusion, pull, and in substantially separate settings)

to students with disabilities, developing and maintaining IEPs, administering academic testing, case managing, providing support to SPED 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, conducting functional behavioral analyses and positive behavioral intervention plans, providing speech and language therapy in group and individual settings, conducting speech-language testing, providing occupation therapy in group and individual settings, conducting occupational evaluations, providing physical therapy, conducting OT evaluations, creating Adaptive Physical Education program, and providing adapted physical education services. UP will have the option of accessing BPS expertise and services in these areas, if desired. UP will have autonomy over budget decisions regarding staff and services in these areas. If UP wishes to use a separate special education information system instead of the BPS SEIMS, they must discuss this with BPS OIIT before procuring a new system to ensure interoperability with the BPS student information system (SIS). UP would be responsible for integrating any independent system with the BPS student information system before ceasing to use the BPS SEIMS system.

- e. In the event that a student with disabilities attending UP is determined by his/her IEP team to require placement at a non-BPS school, BPS would be responsible for the cost of this private placement, as is the case with any charter school. However, if an UP student may require a private placement, UP would invite a representative of the BPS special education department to attend any relevant placement meetings, and would not finalize a placement decision without the approval of the BPS special education representative.

6. Staffing.

- a. *Selection and hiring.* **UP seeks flexibilities in staff selection and hiring as articulated in its Application.¹** UP has the sole discretion to select the staff for any and all positions at the school. This staff may include but not be limited to, all special education staff such as DCI's of Student Supports, Special Education Teachers, English Language Learner teachers, Interventionists/Paraprofessionals, Behavior Specialists, Social Workers, School Psychologists, Speech Therapists, Occupational Therapists, Physical Therapists, Adapted Physical Education teachers, and Nurses. All special education staffing decisions will be at UP's discretion. UP may select staff including, but not limited to, staff for BTU, Custodians, Administrative Guild, and BASAS positions without regard to seniority within the particular union or past practices between the Boston School Committee and any bargaining unit. UP may formulate job descriptions, duties and responsibilities for any and all positions in its school. UP will be responsible for ensuring that any hiring complies with any licensure requirements.

Specifically UP shall be exempt from local collective bargaining agreements and past practices except that staff at UP 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 contract of the local collective bargaining unit where the Horace Mann charter school is located. The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. UP 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, UP will hold internal staff diversity goals in line with court mandated percentages. UP will annually submit its diversity recruitment plan and goals to BPS and will take all reasonable actions to cultivate teachers of color and meet diversity goals. If UP's teaching staff is not in line with the BPS standard, UP will work with BPS to revise the diversity recruitment plan. Staff will be paid at least as

¹ See application including "Staff Recruitment" section.

much as the BPS salary scale dictates, but UP 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 Resources and Chief Financial Officer prior to offer. If an UP 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 UP Academy for another position within the district.

- b. *Management and evaluation.* UP seeks flexibilities in staff management and evaluation as articulated in its application.² UP, through its board of trustees, shall manage its staff, including all special education staff, independent of the school committee. Except as outlined in the Application and Charter, UP is exempt from the provisions set forth in the applicable collective bargaining agreements. Staff shall execute an election to work agreement containing the working conditions every year. UP may develop its own staff evaluation guidelines and evaluation instrument(s) in accordance with all current laws and regulations.
- c. *Excessing and dismissal.* UP seeks flexibilities in excessing and dismissal as articulated in its application.³ UP may involuntarily excess members of the BTU, Guild, and BASAS bargaining units as well as any other staff members. Staff members shall receive notice of any involuntary excessing by February 1st. The provisions in any relevant collective bargaining agreements (including, but not limited to, those for the BTU, Custodians, Administrative Guild, AFSCME, School Police and BASAS) regarding excessing, seniority and transfer shall not apply to UP except that members of the collective bargaining units shall continue to accrue seniority. UP may choose to non-renew any BTU or non-BTU staff member pursuant to federal and state law and municipal ordinances. UP agrees that the dismissal of staff shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff as a result of misconduct, UP shall not be bound by the practices or procedures established between the Boston Public Schools and any collective bargaining unit. UP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances. The Office of Labor Relations must be notified 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 UP will be processed in a timely manner through the BPS Office of Human Resources. Specifically and without exception, all candidates recommended for hire by UP and/or its associated management organization shall be fully onboarded and hired into the BPS system within five business days of BPS receiving all necessary paperwork from UP, its associated management organization, or the pending employee, including the receipt of a final response from the CORI board. In cases where this expectation is not met, UP or its associated management organization may escalate this to the superintendent's office for immediate resolution. To facilitate this process, BPS agrees that the same Office of Human Resources employee will support the processing of prospective employees at UP and at UP Academy Charter School of Boston. UP shall provide the BPS Office of Human Resources and Office of Finance 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.
- e. *Working Conditions.* UP seeks flexibilities in working conditions as articulated in its application.⁴ The provisions in any relevant collective bargaining agreements that address working conditions (including, but not limited to, those for the BTU, Custodians,

² See application including "Staff Recruitment" section and appendix items.

³ See application including "Staff Recruitment" section and appendix items.

⁴ See application including "Staff Recruitment" section and appendix items.

Administrative Guild, AFSCME, School Police and BASAS), shall not apply to employees at UP except that members of the collective bargaining units will receive, at a minimum the salary and benefits outlined in the respective collective bargaining agreement. Among other changes to working conditions, UP intends to operate a longer school day and year than the standard BPS school schedule. Each employee at UP will sign an Acknowledgement of Working Conditions document prior to the beginning of each school year. The Acknowledgement 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. As stated above, the Acknowledgement document shall not be subject to approval by the applicable collective bargaining unit or the Steering Committee.

7. Compliance with Law.

- a. UP 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. The Horace Mann School 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, UP 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. UP agrees that all employment decisions will be made in compliance with the applicable federal and state laws. UP, 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, especially teachers.

8. Governance Structure.

- a. UP 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, and codes.
- b. UP shall be operated and managed by its Board independent of the Boston School Committee.

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

The Board shall select and hire the Principal and set the salary for the Principal, subject to the approval of the Superintendent. The Superintendent shall not unreasonably withhold his/her approval of either the Principal or the salary set for the Principal by the Board. The Board, or representatives from Unlocking Potential selected by the Board, shall evaluate the Principal and will submit its recommendations regarding the Principal 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 Principal. Any dismissal of the Principal, however, shall be based upon a recommendation submitted by the Board to the Superintendent.

10. Program Coordination with BPS.

- a. *Operations.* UP and the BPS shall coordinate in the development of operational guidelines relating to UP'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). UP 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 UP. BPS will accommodate UP's particular school day (i.e. ensure buses are provided to meet the start time and end time of UP's school day, Monday-Friday, as determined by UP) and school year.
- c. *Student Discipline.* UP certifies and acknowledges that it has read and reviewed the BPS's Code of Conduct. UP may adopt the BPS Code of Conduct and/or 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 and 37H1/2. In addition, any policies pertaining to student conduct shall contain clear language regarding due process and steps necessary to ensure same. UP 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 UP will develop a process to ensure that students expelled from UP 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 UP in accordance with the provisions of M.G.L. c. 71, §89(l), (m), and (n). Students who withdraw from UP 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 UP for any reason, UP shall fill the vacancy in accordance with the provisions of M.G.L. c. 71, §89(n).
- b. UP 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 UP or a third-party mailhouse with student contact information and basic demographic data for use in student recruitment efforts, provided that UP agrees to keep this information confidential. UP will submit to BPS annually the recruitment and retention plan that it develops for the DESE.
- c. UP will integrate its enrollment process with that of BPS. UP will provide copies of its student enrollment application to BPS, and BPS will make said application available at all Family Resource Centers (FRCs) and on the BPS website. In addition, UP may distribute its student enrollment application at other locations and through other means. BPS will ensure that families at the FRCs are able to indicate their intent to apply to UP, and BPS will convey this information to UP in a timely manner. UP will adhere to its own transfer and vacancy back filling policy. However, UP will work with the BPS Enrollment Planning and Support department to develop a transfer policy that aligns to the extent possible with BPS's transfer policy. In addition, BPS will honor UP's decisions regarding retention and promotion of students, as it does for any other BPS school. UP's retention and enrollment decisions will be mandated by all district schools if UP students decide to transfer.

~~d. Because UP will be located in a facility that was used by BPS as a school in the 2010-2011 school year, UP shall give enrollment priority first to any students actually enrolled in the Gavin Middle School on the date that the final Application is filed with the Massachusetts DESE and to their siblings, in accordance with the provisions of M.G.L. c. 71, §89(n).~~

12. Information Requirements.

- a. UP agrees to submit forthwith any information or data relative to its operation and functioning, as reasonably requested and required by the BPS. UP agrees to utilize the BPS Student Information System to report attendance, discipline, school schedule, and grades, and to update this information promptly. In addition, within the first year of operation under this Agreement, the Horace Mann School shall develop, implement, and maintain a plan for assessing its students and school performance on a regular basis. UP agrees to utilize the family portal as well through the BPS Student Information System.
- b. UP agrees to implement all district-wide predictive assessments that BPS requires of other schools serving the same grade levels. In the event that BPS significantly increases the number and/or frequency of predictive assessments, BPS shall consult with UP to determine what predictive assessments UP will be required to implement. UP has the option of accessing other district-wide assessments (including, but not limited to, mid-year and end-of-year course assessments), but is not required to do so. UP has the option of accessing district-wide assessments (including, but not limited to, mid-year and end-of-year course assessments and predictive assessments), but is not required to do so. UP shall consult with BPS while developing the Accountability Plan that is required by the DESE, to ensure that UP establishes performance goals that are aligned with BPS expectations. By August 1 ~~each year of 2012 and each subsequent year~~, UP shall submit to BPS a copy of the Annual Report and Accountability Plan required by the DESE.
- c. The School Committee shall develop a plan to disseminate innovative practices of UP to other public schools within the district subject to the legally enforceable provisions of any contract between UP and any third party provider. UP 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 the date of execution of this Agreement through June 30, 2018~~6~~. No later than six (6) months prior to the expiration of the term of this Agreement, ~~or the expiration of UP's charter, whichever occurs first~~, BPS and UP shall meet and make a good faith effort to discuss and plan for the continuation of this Agreement, and the continued operation of UP 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.

15. Indemnification.

It is expressly understood by and between the parties hereto that UP 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 UP 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 UP, 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.

UP 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 UP is not serving the best interest of the students of the BPS, and/or that UP is not complying with the requirements of section 6 above, 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 Elementary and Secondary Education in connection with a request for review and investigation of UP. In addition, this Agreement terminates automatically in the event that the Commissioner of Elementary and Secondary Education revokes the charter of UP for any reason. In the event that this Agreement is terminated, BPS agrees to reimburse UP for appropriate UP expenses that it incurred prior to such termination.

17. Horace Mann School's Rights of Appeal.

BPS acknowledges that UP 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 UP 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. UP 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 UP'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 School Department
~~26 Court Street~~ 2300 Washington Street
Boston, MA 02119 Boston, MA 02108

(B) In the case of UP:
Robert McConnaughey
Chair of Board of Trustees
UP Academy Charter School of Boston
215 Dorchester Street
South Boston, MA 02127

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 UP: and subject to approvals as required by 603 CMR 1.00.

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

By: _____ Date: _____

~~Carol R. Johnson, Superintendent~~ Tommy Chang, Superintendent

APPROVED AS TO FORM:

By _____
Corporation Counsel

UP ACADEMY CHARTER SCHOOL OF BOSTON

By: _____ Date: _____

Name: Robert McConnaughey
Chairperson of the Board of Trustees