

**MEMORANDUM OF UNDERSTANDING AMONG THE SPRINGFIELD SCHOOL
COMMITTEE, THE SPRINGFIELD EMPOWERMENT ZONE PARTNERSHIP, INC., AND
THE DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION FOR THE
COMMONWEALTH OF MASSACHUSETTS**

This Memorandum of Understanding (“MOU”) is effective as of December 11, 2014 (the “Effective Date”) by and among the Springfield School Committee on behalf of Springfield Public Schools, a Massachusetts public school district and the Superintendent of the Springfield Public Schools (“Superintendent”) (Springfield School Committee, Springfield Public Schools and Superintendent collectively “SPS”), Springfield Empowerment Zone Partnership, Inc., a Massachusetts nonprofit corporation (“SEZP”), and the Commonwealth of Massachusetts Department of Elementary and Secondary Education (“DESE”) (collectively, SPS, SEZP, and DESE are referred to herein as the “Parties”).

WHEREAS, in October 2014, SPS, DESE and Empower Schools, Inc. entered into a Letter of Intent (“LOI”).

WHEREAS, as of the LOI, DESE had designated as underperforming in accordance with Massachusetts General Law, Chapter 69, §1J the following eight (8) middle schools in the Springfield Public School District: Duggan, Forest Park, Van Sickle, Chestnut TAG, Chestnut North, Chestnut South, Kennedy and Kiley (collectively, or as subsequently modified pursuant to the terms hereof, the “Target Schools”).

WHEREAS, since entering into the LOI, SPS has bargained in good faith with the Springfield Education Association (“SEA”) in order to enter into a restated collective bargaining agreement substantially similar to that adopted by the Lawrence Public Schools.

WHEREAS, as set forth in the LOI, the parties to the LOI have agreed to a plan of shared action to jointly ensure rapid improvement in educational opportunity and achievement for students who attend the Target Schools.

WHEREAS, on November 13, 2014, SEZP was formed as a non-profit Massachusetts corporation.

WHEREAS, Massachusetts General Laws, Chapter, 69 §1J(i) gives the Superintendent the power to select and appoint a non-profit entity who shall have full managerial and operational control of a school designated as underperforming.

WHEREAS, Massachusetts General Laws, Chapter 69 §1J provides that the non-profit entity “selected by the Superintendent to operate a school shall have full managerial and operational control over the school as provided in the turnaround plan.”

WHEREAS, as set forth in the LOI, the Superintendent will create and submit to the DESE Commissioner for his approval turnaround plans for all Level 4 Target Schools (as these may be amended or extended from time to time, the “Turnaround Plans”).

WHEREAS, the Superintendent has selected and appointed SEZP to have full managerial and operational control of the Target Schools, as provided by Massachusetts General Laws Chapter 69 §1J and, as such, SEZP shall be accorded all the rights and privileges applicable to SEZP with respect to, arising out of, or in connection with, the Target Schools, the Turnaround Plans, and/or SEZP’s activities as the non-profit entity with full operational and managerial control of the Target Schools, to the fullest extent provided by law.

WHEREAS, the Parties, intend to comply with all existing Massachusetts law and statutes and are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of Commonwealth 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 under MGL c. 69, §1J of SEZP.

- a. SPS acknowledges that SEZP has full managerial and operational control over the Target Schools pursuant to M.G.L. c.69, §1J, the Turnaround Plans, and this MOU, as applicable, that SEZP has authority over decision-making for the Target Schools, and that SEZP is responsible for implementing the Turnaround Plans and meeting the goals in the Turnaround Plans.
- b. SPS will continue to be the Local Education Agency (LEA) for the Target Schools, except as provided in the Addendum A to this MOU.

2. SEZP Annual Budget.

- a. SPS agrees to provide an allocation to SEZP for the Target Schools (“Target Schools Allocation”) on an annual basis during the term of this MOU.
- b. The Target Schools Allocation shall be calculated based on a per pupil model agreed upon by SEZP and SPS as described in Appendix A and applied to future-year projected enrollment of the Target Schools. SPS will use the same formulas and processes to determine the projected enrollment of the Target Schools that it uses for other schools in the district.
- c. SPS will also include in the Target Schools Allocation Title I, IDEA, Title II-A, and Title III funding each year as described in Appendix A. The amount of funding will be determined through a method substantially similar to the model in Appendix A, and will be determined each spring for the following school year through good faith negotiations between SPS and SEZP; if SPS and SEZP are unable to reach agreement in future years, the matter may be resolved as described in Section 17 herein.
- d. *Non-Discretionary Services:* SEZP will purchase services from SPS as identified in Appendix B, and as may otherwise be agreed upon by SPS and SEZP. In addition, SPS will provide transportation and food services to the Target Schools. SPS and SEZP will meet each spring to review the type and extent of non-discretionary services to be provided by SPS during the following school year.
- e. *Discretionary Services:* SEZP will have the option to identify discretionary central support services that the Target Schools will purchase from SPS as identified in Appendix C. The cost of SPS’s discretionary central office services shall be based upon the actual cost to SPS of providing those services or a per-pupil rate determined from the total cost of providing the service across the district. SEZP and SPS will annually collaborate on the implementation of Appendix C and shall mutually agree on the use of actual costs or a per-pupil rate for each discretionary service. SEZP and SPS may in good faith adjust this per pupil amount downward if SEZP elects to use only a portion of a service.
- f. The Target Schools Allocation shall not be reduced because of SEZP’s receipt of additional funds from sources independent of SPS. SEZP agrees to operate within its Target Schools Allocation plus any other funds that SEZP may receive independent of the SPS, less services purchased from SPS.
- g. Each fiscal year SEZP shall adopt annual operating budgets for the Target Schools as SEZP deems appropriate. In accordance with the requirements of all SPS schools, SEZP shall deliver the plans for how each Target School intends to use its operating budget to the Chief Financial Officer of the SPS (the “CFO”) in such form and time frame as s/he may reasonably specify, with a copy to the Springfield School Committee, in no case later than

February 1. During the first year of the MOU, SPS and SEZP agree to work together to create operating budgets within a reasonable timeframe for SPS, but no operating budgets shall be required by February 1, 2015. Both SPS and SEZP recognize that changes in the amount of state aid may affect the Target Schools Allocation.

- h. If requested, SEZP shall provide the CFO with copies of a Target School's annual budget and any amendments and modifications thereto, and any financial data that SPS needs for its financial reporting. The CFO may also request, and SEZP shall provide in response to any such request, additional documentation to support a Target School annual operating budget or any amendments or modifications to its budget. The CFO and SEZP will use their best efforts to resolve any budget disagreements by February 1 of each year.
- i. At the close of the fiscal year, SPS will retain any SEZP surplus funds which will be used to support programs district-wide and in SPS schools that are not Target Schools.

3. Operating Account and Expenditures.

- a. By July 1 of each year, the CFO shall establish one or more operating accounts for SEZP, as agreed upon by SPS and SEZP, in the amount of the Target Schools Allocation (collectively, the "SEZP Operating Account"). Only SEZP and/or its designee(s) shall authorize expenditures from its operating accounts and SEZP may freely move money between its accounts.
- b. Expenditures from the SEZP Operating Account shall be made in accordance with all applicable laws, ordinances, and regulations. In addition, SEZP agrees to comply with all applicable laws and regulations regarding the requirement to expend or encumber all SEZP Operating Account funds by the close of the fiscal year.
- c. SEZP agrees to establish sufficient internal controls governing expenditures from the SEZP Operating Account to eliminate the risk of possible fraud, waste or abuse of funds.
- d. With appropriate documentation, SEZP shall be reimbursed from the SEZP Operating Account for expenses incurred in connection with the implementation of this MOU and/or applicable Turnaround Plans. Such expenses may include salary and benefits for SEZP staff.
- e. All procurement services requested by SEZP will be provided and shall meet all business, operational, and management needs. This is to include processing requisitions, conducting all procurements, processing and executing all contracts and contract amendments (including contracts with school operators and managers), and taking whatever other measures are necessary to expeditiously enable SEZP and Target School purchasing. SPS shall promptly provide technical assistance and advice to enable SEZP cooperation in meeting all procurement requirements.
- f. SEZP shall follow all applicable procurement laws, and SPS shall not refuse reasonable SEZP procurement requests, with all requests given the presumption of reasonableness. If SPS deems a procurement request unreasonable, the Parties agree to an expedited dispute resolution process. If five (5) working days of discussion do not result in agreement, SEZP may appeal the SPS decision to the Office of the Inspector General, whose decision shall be binding.
- g. SPS will provide prompt service in responding to all procurement requests as soon as practical, which generally shall be within one (1) business day but no more than three (3) business days. SPS shall respond to all requests in the same manner that SPS responds to requests from other SPS schools. SPS agrees to expedite its own procurement processes upon reasonable request in extenuating circumstances and agrees to assist SEZP in its procurement requests to other departments in the City of Springfield.

4. Facilities.

- a. In the same way it does for every school in the district, SPS will work with the City of Springfield to ensure that an adequate facility is available for each Target School and SPS will

maintain an adequate facility for each Target School. The Target Schools are currently located at 355 Plainfield St, 1015 Wilbraham Rd, 46 Oakland St, 1385 Berkshire Ave, 180 Cooley St, and 1170 Carew St, Springfield MA. No changes shall be made to the location of the Target Schools without the consent of SEZP and SPS.

- b. SPS shall ensure that the site and facilities for Target Schools 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 when appropriate promptly recommend any capital repairs requested by SEZP.
- c. SPS has processes in place to prioritize maintenance and capital requests from SPS schools. Facilities work requests from SEZP shall be considered promptly and prioritized according to need, using the same criteria as with any other SPS-owned facility. SPS and SEZP will meet each school year no later than December 31 to review any capital and other facilities improvement requests for the Target Schools.
- d. Capital and other facilities improvement requests from SEZP will be prioritized according to need, using the same criteria applied to any other SPS-owned facility. SPS agrees to complete all mutually agreed upon facilities improvements within a reasonable timeline, subject to available funding.
- e. SPS will obtain SEZP's written permission before moving an SPS School which is not a Target School or school program into or out of a facility used by SEZP and before moving a Target School or Target School program to another facility. At all times, SPS shall provide the Target Schools with sufficient facilities to support the full enrollment of all students assigned to Target Schools. SPS will provide appropriate substitute facility(ies) during the renovation of any facility, housing any Target School and Target School students. Following renovation of its original facility, the Target School and its students shall be returned to the appropriate renovated facilities.

5. Special Education and English Language Learners.

- a. SEZP will manage all aspects of special education and specialized language instruction consistent with federal and state statutes and regulations.
- b. SEZP will have the option to purchase from SPS special education and specialized language instruction services, if desired. Subject to applicable federal and state special education statutes and regulations, SEZP will have autonomy over budget decisions regarding staff and services in these areas.
- c. SPS maintains the right to assign students with disabilities and specialized language instruction needs into appropriate programs available at a Target School. However, in the event of any changes to the status quo with respect to special education or other assignment policies or programs, or the implementation thereof, SPS will consult with SEZP and obtain SEZP written consent, given the significant programmatic changes that would be required to implement changes to the status quo. Consistent with federal and state special education statutes and regulations, SPS shall provide SEZP with sufficient notification prior to assigning a student with a high-severity disability at a Target School in order to provide the school with sufficient time to plan to best meet the student's needs. SEZP shall not eliminate any special education or ELL program without the consent of SPS.
- d. As discussed in section 5(e) below, SEZP will coordinate with SPS and may send students with specific special education needs to an SPS School which is not a Target School that has a more appropriate program available. In addition, SEZP may assign students with specific special needs to any Target School if that school has a more appropriate special education program for the identified student.
- e. SEZP retains budgetary autonomy regarding special education staff and programs. In the event that a student with disabilities attending a Target School may need placement out of a Target School (including an out-of-district placement) as determined by his/her IEP team, at

least five (5) school days prior to the meeting of the placement team SEZP must issue a written invitation to the appropriate SPS special education department supervisor or director to send a representative as a member of the placement team. SEZP will not finalize such placement decisions without the approval of the SPS special education representative, subject to state and federal requirements. In the event that an IEP team is expected to consider the placement within a Target School of a student with disabilities attending an SPS school which is not a Target School, SEZP will be invited to the student's IEP team meeting. As SPS bears the sole responsibility for funding any out-of-district placements, SPS will have final approval for an out-of-district placement, subject to state and federal requirements.

- f. SEZP shall comply with any and all state and federal laws and regulations regarding the provision of services to English Language Learners.
- g. *Alternative School Placement.* Any SPS student assigned to a Target School can be placed in an SPS alternative school through a process similar to the process used for all other students in the district. SPS and SEZP will work in good faith to implement this process fairly and effectively.

6. Staffing.

- a. *Autonomies.* Target Schools shall have the hiring, staffing, and other talent-related autonomies articulated in the Turnaround Plans as well as those delineated in this MOU.
- b. Target School employees are solely and exclusively employees of SPS. Target School employees shall not be considered employees of SEZP for purposes of workers compensation, notwithstanding anything in this MOU to the contrary. The sole and exclusive remedy of all Target School employees for any work-related injuries shall be pursuant to M.G.L. Ch. 258 and M.G.L. Ch. 152, §25B, but that such remedy shall not be afforded to employees of SEZP, who are entitled to remedies pursuant to Massachusetts Workers Compensation law at Massachusetts General Laws, Ch. 152.
- c. *Selection and hiring.* SEZP has the sole discretion to select, retain, and renew the staff for any and all positions at any Target School (including but not limited to faculty and support staff). The selection of staff members shall be in compliance with the applicable federal and state laws and municipal ordinances. SEZP shall determine the appropriate staffing levels in the Target Schools, including the addition of any part-time staff for a Target School.
- d. The Principal of a Target School will abide by the restated collective bargaining agreements approved by SEZP and in effect during the term of this MOU (the "Target School CBAs"), when selecting staff including, but not limited to, staff for SEA, Administrative Union, and other Union positions, and shall not be subject to the collective bargaining agreements that apply to SPS schools that are not Target Schools, unless SEZP in writing indicates that a specified employee or position (e.g., a centralized SPS employee whose services are purchased by one or more Target Schools) is not subject to the Target School CBAs, in which case the specified employee or position may be subject to an otherwise applicable collective bargaining agreement. SEZP may formulate job descriptions, duties, and responsibilities for any and all positions in Target Schools. SEZP may make adjustments to any of the foregoing each year. Within a Target School, the Principal may unilaterally move staff to other positions within the school if the staff members are properly licensed and certified for those positions.
- e. Employees at all Target Schools shall continue to be members of their local collective bargaining unit, and are subject only to the Target School CBAs except as provided in Section (d). If a Target School employee is compensated above the standard SPS salary scale, the employee would revert to the SPS contractual salary scale based on experience and academic credentials if that employee leaves a Target School for another position within SPS.
- f. Teachers in Target Schools may participate in the Springfield Public Schools transfer process

as defined by SPS in consultation with SEZP; Target Schools will also participate in the transfer process with full discretion to accept or reject transfer requests. All SPS teachers are eligible to participate in the transfer process.

- g. During the transfer process, Target Schools may hire, as teachers, Springfield Public Schools teachers who are not providing services at one of the Target Schools at the time of hire. During other times of the year, Target Schools will only hire, as teachers, Springfield Public Schools teachers who are not providing services at Target Schools with the written consent of the SPS Superintendent.
- h. SPS may not place any staff member in a Target School without the consent of SEZP.
- i. In the event that there are any staff displacements due to reorganizations or other changes within any one or more Target Schools, SEZP and SPS will make best efforts to create a process that prioritizes the needs of both SPS and SEZP students and staff members.
- j. *Management and evaluation.* SEZP has full managerial and operation control of the Target Schools. Target School staff is subject only to the Target School CBAs, and, except as provided in Section (d), is not subject to the collective bargaining agreements which apply to SPS Schools that are not Target Schools. Each Target School will have a School Operational Plan document outlining the working conditions and expectations at the school. SEZP may develop its own staff observation and evaluation guidelines for any or all Target Schools consistent with state requirements, and may also develop hiring, induction, professional development, and teacher advancement expectations and processes, school and organizational structures, and a code of conduct for all staff in accordance with all current laws and regulations. SEZP shall provide SPS with any staff observation and evaluation guidelines prior to implementation. As educators will be SPS employees, SEZP agrees to provide SPS, when requested by SPS for the purpose of filing required reports, with educator ratings via the district's online Educator Development and Feedback System (EDFS) for formative and summative evaluations based on the deadlines set forth by SPS.
- k. *Displacement and dismissal.* Target School teachers are subject to the displacement and dismissal processes defined in the Target School CBAs, and shall not be subject to any similar provisions in collective bargaining agreements which apply to SPS schools that are not Target Schools, except as provided in Section (d). SEZP may choose not to renew any SEA or non-SEA staff member consistent with federal and state law and municipal ordinances. SEZP agrees that the dismissal of Target School staff shall be done in accordance with federal and state law and municipal ordinances. In dismissing staff, SEZP shall be bound only by the practices or procedures established in the Target School CBAs, and shall not be bound by any collective bargaining agreements which apply to SPS Schools that are not Target Schools, except as provided in Section (d). Any dismissal by SEZP of staff shall be a dismissal of such staff from SPS. SEZP shall issue discipline, up to and including termination, to employees in accordance with applicable federal and state laws and municipal ordinances. SPS's Human Resources must be notified of any dismissal prior to action toward the employee.
- l. *Processing and notification regarding staff.* SPS agrees that any and all hiring and dismissals of staff for a Target School will be processed in a timely manner through SPS's Office of Human Resources. SPS will aim to ensure all candidates recommended for hire by Target Schools will be fully on-boarded and hired into the SPS system in a timely manner upon receiving all necessary paperwork from SEZP or the pending employee, including the receipt of a satisfactory response from the Department of Criminal Justice Information Services and the national criminal history check. Furthermore, SPS shall be responsible for all aspects of payroll and benefits administration for all staff hired by SEZP to work in the Target Schools, in accordance with federal and state law, and municipal ordinances. SEZP shall provide SPS's Office of Human Resources and SPS's Business Office with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing. SPS will also coordinate all other applicable Human Resources activities, including tracking and

updates of educator certification and timely applications for any relevant state waivers for educators.

- m. *Working Conditions.* The provisions in any collective bargaining agreements except for the Target School CBAs that address working conditions shall not apply to employees at Target Schools. Each Target School will create a School Operational Plan (“Plan”) prior to the beginning of each school year. The Plan will be consistent with the applicable Turnaround Plan, if any, and will detail the working conditions for school employees, including but not limited to expected work hours per day and number of work days per year. The Plan shall not be subject to approval by the applicable collective bargaining unit or the Springfield School Committee.

7. Compliance with Law.

- a. SEZP agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, including, but not limited to: the applicable provisions of the Uniform Procurement Act, M.G.L. c. 30B, M.G.L. c. 71, and 603 CMR §1.00 *et seq.*; the applicable federal, state and municipal laws relating to diversity of students, teachers and other staff; the applicable federal, state and municipal laws protecting the rights and interests of students and staff; the applicable federal, state and municipal laws relating to the expenditure of public funds; and the applicable federal, state and municipal laws relating to education reform. SEZP also agrees to comply with the civil rights policies of SPS. 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, SEZP agrees that it shall, in carrying out its responsibilities under this MOU, comply with every provision of M.G.L. c. 268A (the Conflict of Interest Law), M.G.L. c. 30A, §§18-25 (the Open Meeting Law), and M.G.L. c. 4, §7 and c. 66, §10 (the Public Records Law) to the full extent of the applicability of said provisions. SEZP’s failure to comply with all material legal requirements may result in termination of this MOU to the extent provided in Section 16.
- b. SEZP agrees that all employment decisions will be made in compliance with applicable federal and state laws.
- c. For purposes of applicable privacy laws governing student and family privacy, SEZP shall be deemed an educational agency or institution subject to Family Educational Rights and Privacy Act, 20 USC s. 1232g and 34 CFR Part 99. Further, SEZP shall be deemed a “school committee” and its employees as “authorized representatives” for purposes of the Massachusetts Student Records Law, 603 CMR 23.00, et al.

8. Governance Structure

- a. All Target Schools shall be wholly operated and managed by SEZP.
- b. SEZP is accountable to the Superintendent and the Commissioner for the operation and management of the Target Schools and for meeting the obligations set out in the Turnaround Plans. SEZP shall provide timely reports to the Superintendent and Commissioner regarding its implementation of the Turnaround Plans and its operation and management of Target Schools.
- c. SEZP shall be operated and managed by its Board of Directors and shall be independent of SPS and the Superintendent, and exempt from SPS policies as set forth in the Turnaround Plans, as applicable, except as explicitly provided herein. The Board of Directors shall include the Mayor or designee, the Superintendent or designee, the Vice-Chair or designee and four individuals, including the Board Chairperson, selected by the Commissioner.
- d. SEZP shall provide information regarding the implementation of the Turnaround Plans to SPS, as reasonably requested by SPS. Such information shall include progress on meeting annual goals in the Turnaround Plans and shall enable SPS to provide an annual review of

the Target Schools detailing whether they have met the annual goals in their Turnaround Plans. The review will be in writing and will be submitted to the Commissioner and the Springfield School Committee no later than June 30 for the preceding school year.

9. Hiring, Evaluation and Dismissal of Principal(s).

- a. SEZP shall select and hire the Principal(s) and set the salary for the Principal(s) of the Target Schools subject to the appointment and salary approval of the Superintendent.
 - i. For a Level 1, 2, or 3 school, the Superintendent shall not unreasonably withhold, condition, or delay appointment of the Principal(s) or approval of the salary set for the Principal(s) by SEZP.
 - ii. For a Level 4 school, the Superintendent shall not withhold, condition, or delay appointment of the Principal(s) or approval of the salary set for the Principal(s) by SEZP.
- b. SEZP shall evaluate the Principal and will submit its evaluation regarding the Principal(s) to SPS's Human Resources for the purpose of record keeping.
- c. SEZP shall have the discretion to dismiss the Principal(s), provided that dismissal of one or more Principal(s) shall be based upon a recommendation submitted by SEZP to the Superintendent.
 - i. For a Level 1, 2, or 3 school, the Superintendent shall not unreasonably withhold, condition, or delay termination in the event that a dismissal recommendation is submitted by SEZP. To the extent that the Superintendent has independent authority, by law, to dismiss the Principal(s), such actions shall be taken by the Superintendent only pursuant to a recommendation from SEZP.
 - ii. For a Level 4 school, the Superintendent shall not withhold, condition, or delay termination in the event that a dismissal recommendation is submitted by SEZP. To the extent that the Superintendent has independent authority, by law, to dismiss the Principal(s), such actions shall be taken by the Superintendent only pursuant to a recommendation from SEZP.

10. Program Coordination with SPS.

- a. *Operations.* SEZP and SPS shall coordinate in the development of operational guidelines relating to Target School 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 SPS budget is approved by the School Committee); student assignment; technology and IT services; facilities; transportation; and business purchasing, and such other operational guidelines as reasonably determined by SPS and SEZP. Such coordination shall be conducted on an on-going basis, as reasonably determined by SPS and SEZP.
- b. *Transportation and School Schedule.* SPS will provide transportation to the students of the Target Schools in a manner similar to how it provides transportation to SPS schools. By the first week of April each year, SEZP will provide SPS with any proposed changes to the Target Schools' schedules, including school start and end times, in order to assist SPS with identifying effective means of transportation, including late buses and additional bus routes, as requested by SEZP. SEZP and SPS will meet by January 15 of each year beginning in 2016 to discuss Target Schools' starting and ending times in order to assist SPS 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 SEZP. SPS recognizes that Target Schools may have longer school days or school years and will accommodate SEZP transportation requests unless they are manifestly unreasonable or financially impractical.

- c. *Technology.* If SEZP purchases from SPS technology services and equipment, SEZP and Target Schools can access SPS' internet services, wireless capacity, and be part of the SPS network. All technology equipment that currently is at facilities used by Target Schools – such equipment including fiber wiring, classroom wiring, racks in closets, copiers, printers, classroom computers, and projectors - will remain where it is and can be used by SEZP, and SEZP shall maintain computers and similar equipment in the same manner as other SPS schools. SPS will support SEZP in removing any technology or other equipment at a Target School that SEZP does not want to use, as SPS would for any other SPS school.
- d. *Curriculum Materials.* SEZP will have the opportunity to perform an inventory of all curriculum materials and associated equipment located in facilities used by the Target Schools. SEZP will have the right to retain possession of any curriculum materials and associated equipment located in the Target Schools. SPS will remove, at no cost to SEZP, any curriculum materials SEZP does not identify to be retained.
- e. *District-wide Activities.* SEZP students will be eligible to participate in district-wide programming and activities, including intramural and interscholastic activities, provided that SEZP coordinates with SPS and that SEZP pays appropriately for access if there are associated costs.

11. Policy Coordination with SPS.

- a. SEZP and Target Schools will comply with all federal and state laws and regulations but are not bound by any SPS policies unless explicitly stated otherwise in this MOU and as set forth in the Turnaround Plans, as applicable. SEZP may adopt SPS policies on matters such as student discipline, school safety, bullying prevention, and staff conduct, or may create separate protocols that meet all legal requirements.
- b. SEZP agrees to submit to SPS a final and approved copy of Target Schools' policies regarding student conduct prior to the start of each school year. SEZP will communicate with SPS regarding any situations that might lead to expulsion of a student.

12. Student Enrollment, Recruitment and Retention.

- a. The Target Schools will be included in all major SPS student recruiting materials, websites, and events on an equivalent basis as any other SPS school. SEZP shall follow the enrollment, recruitment and retention processes currently in place in SPS. Students will be assigned to Target Schools consistent with the district's assignment processes on an equivalent basis as any other SPS school, pursuant to current SPS policies. In the event of any changes to the status quo with respect to enrollment, recruitment, retention or assignment policies or programs, or the implementation thereof, which may impact the Target Schools, SPS will consult with SEZP and obtain SEZP written consent before making the change. SPS acknowledges that SPS intends to enroll eighty percent (80%) of its middle school students (grades 6, 7 and 8) in the Target Schools, with such percentage to be adjusted proportionately to the extent that the number of Target Schools changes because of the formal addition of one or more SPS schools as Target Schools subject to the terms of this MOU, or the withdrawal or termination of one or more schools as Target Schools subject to this MOU.
- b. Any reconfigurations of the Target Schools (e.g., subdivision of a school into smaller schools) will not reduce the number of students who would have been assigned to Target Schools prior to the reconfigurations and will minimize any change in the enrollment zones that feed into Target Schools. SEZP will work with SPS to ensure that the assignment of all students attending Target Schools reasonably minimizes required transportation.
- c. SEZP and SPS will work collaboratively in determining a target enrollment for the Target Schools for each year. Specifically, each year prior to SPS developing its projected student enrollment for SEZP, the SEZP will meet with SPS to review the "target enrollment" for

SEZP by grade and school for the following school year and the rationale for such target enrollment. SPS will incorporate this rationale into developing enrollment projections for SEZP as it would for any other SPS school.

- d. SEZP and SPS staff will regularly share data regarding students who have been assigned to SEZP. Specifically, SPS will provide updated lists of students assigned to SEZP on at least a bi-weekly basis.

13. Information Requirements.

- a. SEZP agrees to submit forthwith any information or data relative to its operation and functioning, as reasonably requested and required by SPS.
- b. SEZP agrees to utilize the SPS Student Information System to report student attendance on a daily basis. Target Schools also agree to utilize the SPS Student Information System to report discipline incidences and to update this information on a regular basis.
- c. SPS will provide SEZP staff with access to SPS data systems and will respond to requests for changes in permission levels in a timely manner.
- d. SEZP is not required to implement district-wide predictive assessments that SPS requires of other schools serving the same grade levels. SEZP has the option of accessing these and any other district-wide assessments (including, but not limited to, mid-year and end-of-year course assessments), but is not required to do so.
- e. Questions as to whether SEZP should report data to DESE separately or as part of SPS that are not answered under this MOU will be answered and agreed upon during the semi-annual review of this MOU.

14. Term of MOU.

- a. The initial term of this MOU is the period from December 11, 2014 through June 30, 2020, unless earlier terminated in accordance with Section 16 of this MOU. Thereafter, this MOU shall renew automatically for five (5) year terms unless terminated in accordance with Section 16 of this MOU.
- b. For so long as this MOU is in effect, SPS agrees to use best efforts to negotiate agreements materially similar to the Target School CBAs, with respect to each Target School not currently subject to the Target School CBAs, and to negotiate new agreements to be effective upon termination of the Target School CBAs and any materially similar agreements, and any successors thereto. SPS agrees not to enter into any collective bargaining agreement with respect to any Target School without the consent of SEZP, which shall not be unreasonably withheld, conditioned or delayed.
- c. During the period from the Effective Date through June 30, 2015, the Parties agree that SEZP is authorized to undertake planning and other preliminary work to enable to begin operations hereunder as of July 1. During the period from the Effective Date through June 30, 2015, SEZP shall have the ability to exercise final authority on evaluation of teachers, principals and other staff of the Target Schools, shall have final authority for solicitation, interview, promotion, and hiring of staff for the Target Schools, and shall evaluate the current Target School facilities. In addition, SEZP shall have full access to visit the Target Schools, meet upon request with principals, teachers and staff, and review all records pertaining to the Target Schools and students at the Target Schools, including such documents as student achievement data and Individualized Education Plans, to enable such planning and preliminary activities to begin. SEZP shall also have full cooperation from SPS authorities and full access to Target School staff and facilities if implementing Acceleration Academies, extracurricular programming, or other supplementary activities between the MOU's Effective Date and June 30, 2015.

15. Insurance.

As long as this MOU is in effect, SPS shall continue to self-insure the Target Schools and all SPS employees providing services at the Target Schools for any claims and/or liabilities arising out of school operations, which would include, without limitation, self-insurance for liability claims made with respect to Target Schools (including but not limited to liability arising out of or related to the status of SPS as employer or property owner), for employee injury losses, and for property losses to Target Schools facility, including its contents owned by the City of Springfield. Liability of SPS is governed and limited by M.G.L Ch. 258, and SPS is exempt from state insurance requirements for workers compensation under M.G.L. Ch. 152, sec. 25B. SEZP will endeavor to obtain appropriate insurance coverage for SEZP employees.

16. Termination.

- a. If after sixty (60) days from the Effective Date of this MOU, SPS and SEA have not executed a restated collective bargaining agreement as contemplated in Section 1 of the LOI, any Party may terminate this MOU upon written notice to all Parties.
- b. This MOU may be terminated upon written agreement of all the Parties. From the date of final termination, SPS shall have full control of all SPS-owned or leased facilities housing Target Schools.
- c. In the event that SPS fails to make payment as required hereunder, SEZP may terminate this MOU upon thirty (30) days' written notice to SPS, if SPS does not cure the nonpayment within the thirty (30) day period.
- d. SPS may terminate this MOU for cause subject to the provisions of subparagraph (d) below. For purposes of this provision, "for cause" shall mean:
 - (i) SEZP has substantially failed to meet multiple goals in the Turnaround Plans;
 - (ii) SEZP has failed to manage the Target Schools on a financially prudent basis by operating within the constraints of SEZP's funding;
 - (iii) SEZP has violated any material provision of law with respect to the Target Schools from which SEZP was not specifically exempted and which resulted in material adverse consequences to a Target School; or
 - (iv) SEZP has materially breached any of the material terms and conditions of this MOU.
- e. Prior to exercising its right to terminate this MOU, SPS shall give SEZP and DESE written notice of its basis for terminating the MOU. The written notice shall specify the section of the MOU that SPS is relying on for termination and the requirements for correction of the breach. Upon receipt of the written notice, SEZP shall have sixty (60) business days to remedy the breach.
- f. SPS and SEZP shall have the right to dispute the existence of the grounds for termination of this MOU, and shall have the right to dispute whether any asserted breach has been cured, in each case through the dispute resolution processes described in Section 17.

17. Good faith resolution of disputes.

- a. SPS and SEZP agree to work cooperatively in all actions relating to this MOU, and generally to attempt to avoid disputes. Nevertheless, SPS and SEZP recognize that concerns may arise from time to time relating to the implementation of this MOU. SPS, at any time, may document any serious concerns that may arise about SEZP's actions that may be limiting progress towards the goals set forth in the Target Schools' Turnaround Plans. SEZP will have thirty (30) days to submit a response in writing to SPS. SEZP, at any time, may document any serious concerns about SPS's actions that may be limiting progress towards

the goals set forth in the 'Target Schools' Turnaround Plans, if such concerns have arisen. SPS will have thirty (30) days to submit a response in writing to SEZP. SPS and SEZP agree to use their best efforts to resolve such disputes in a fair and equitable manner.

- b. *Mediation.* The Parties recognize the importance of promptly resolving disputes. In the event that any dispute arising out of or relating to this MOU is unable to be resolved by the Parties, then either Party may give written notice to the other of a demand for non-binding and confidential mediation. If the Parties cannot agree on a mediator, then the American Arbitration Association shall designate a mediator. If the dispute has not been resolved within sixty (60) days after the effective date of the written notice beginning the mediation process (or longer period, if the Parties so agree in writing), the mediation shall terminate. Written notice of mediation shall toll any action or timeframe described in Section 16.
- c. *Appeal to Commissioner.* After the mediation process or, by written agreement of both SPS and SEZP without first undergoing the mediation process, SPS or SEZP may submit an unresolved dispute to the Commissioner for resolution, with written notice to all Parties. Written notice of submission of an unresolved dispute to the Commissioner shall toll any action or timeframe described in Section 16. SPS and SEZP may present their positions to the Commissioner through witnesses, and documentary and other evidence. Following the presentations, the Commissioner will issue a written decision that will be presumed to be final for all Parties, subject to the right of each of SPS and SEZP to appeal to the Superior Court of Hampden County by bringing an action which identifies the basis for the complaint within thirty (30) days following the Commissioner's issuance of a written decision. There shall be attached to such complaint a copy of the Commissioner's written decision. In the event of a dispute, Massachusetts law will apply.

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 SPS:
Superintendent Daniel Warwick
Springfield Public School Department
1550 Main Street
P.O. Box 1410
Springfield, MA 01103
- b. In the case of SEZP:
Christopher Gabrieli
Chair
Springfield Empowerment Zone Partnership, Inc.
24 School Street Suite 300
Boston, MA 02108
- c. In the case of DESE:
Commissioner Mitchell D. Chester
Department of Elementary and Secondary Education
75 Pleasant Street
Malden, MA 02148

Any Party may, by written notice to the other Parties, designate another address. Any notice to be given under this MOU shall be in writing and shall be considered given when mailed

by certified mail, return receipt requested, or by express courier with signed acknowledgement of receipt to the other party.

19. Counterparts.

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

21. Amendments.

This MOU, and the appendices hereto, or any part of the foregoing, may be amended from time to time hereinafter only in writing and executed by SPS, DESE, and SEZP following good faith negotiation.

22. MOU Review.

DESE, SPS, and SEZP agree to a semi-annual review process of this MOU to identify issues that need to be addressed and determine whether amendments need to be made to this MOU.

23. Cooperation.

For any grant opportunity identified by SPS or SEZP for itself or a Target School, SEZP will prepare the grant application and SPS will provide any requested information or data to help support the application. For any grant for which SPS must submit the application, SPS will submit the grant application upon the request of SEZP.

24. Authority of DESE.

Nothing in this MOU should be understood to limit any authority, including any statutory or regulatory authority, provided to DESE or the Commissioner. Following consultation with SEZP and SPS and sixty (60) days written notice to SPS and SEZP, DESE may adjust its participation as described in this MOU upon its determination that such changes are required in light of DESE's statutory and regulatory obligations.

25. Conversion to Level 1, 2 or 3 Status.

In the event that any Target School ceases to have a Level 4 state accountability and assistance designation and becomes a Level 1, 2 or 3 school, SEZP shall continue as governing entity with full managerial and operational control of the Target School pursuant to the terms and conditions of this MOU rather than under the statutory authority of M.G.L. c. 69, §1J. Except as otherwise specifically provided herein, this MOU shall continue to apply to SEZP as manager of a Target School pursuant to this Section. SPS agrees that the continuation of the MOU in these circumstances shall be a component part of the assurances that it will propose pursuant to 603 CMR 2.05(10). During the first renewal term of this MOU, the Superintendent, the School Committee, and SEZP shall meet to discuss and attempt to reach consensus regarding the continued status of any Target School that has become a Level 1, 2 or 3 school.

26. Addition and Withdrawal of Target Schools.

- a. This MOU is intended to govern the relationship between SPS, and SEZP, regardless of how any Target School is restructured, including through integration or affiliation with another school or subdivision. In addition, from time to time, SPS and SEZP may mutually agree that SEZP will have full managerial and operational control pursuant to Massachusetts General Laws Title XII, c. 69 §1J, and pursuant to this MOU, of one or more additional Level 4 schools, and full managerial and operational control pursuant to this MOU of one or more Level 1, 2 or 3 schools. Any such additional schools shall be considered to be Target Schools hereunder.
- b. The Superintendent may in his discretion recommend to SEZP that any Level 1 to 4 SPS school be added as a Target School subject to SEZP governance with full managerial and operational control pursuant to the terms of this MOU, to the full extent permitted by law. Such recommendation must be approved by the Springfield School Committee and SEZP. The Superintendent may in his discretion recommend to SEZP that any Level 1 to 4 SPS school be withdrawn or terminated as a Target School subject to this MOU. During the first renewal term of this MOU, the Superintendent, the School Committee, and SEZP shall meet to discuss the continued status of any Target School that has become a Level 1, 2 or 3 school.

27. References to Level 1 to 4.

All references to Levels 1 to 4 in this MOU shall refer to the state accountability and assistance designations in effect in the Commonwealth of Massachusetts on the date hereof, and such successor designations as may be implemented from time to time.

28. 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 or undertakings.

IN WITNESS WHEREOF, the Parties have executed this MOU under seal.

SPRINGFIELD SCHOOL COMMITTEE

On behalf of the Springfield Public Schools and its Superintendent

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

SPRINGFIELD EMPOWERMENT ZONE PARTNERSHIP, INC.

By: _____
Christopher Gabrieli, Chair

Date: _____

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

By: _____
Mitchell D. Chester, Commissioner

Date: _____

**ADDENDUM A
TO
MEMORANDUM OF UNDERSTANDING AMONG THE SPRINGFIELD SCHOOL
COMMITTEE, SPRINGFIELD EMPOWERMENT ZONE PARTNERSHIP, INC., AND THE
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION FOR THE
COMMONWEALTH OF MASSACHUSETTS**

This Addendum A (“Addendum”) to the Memorandum of Understanding (“MOU”) among the Springfield School Committee, Springfield Empowerment Zone Partnership, Inc., and the Department of Elementary and Secondary Education for the Commonwealth of Massachusetts is entered into by and among the Springfield School Committee on behalf of Springfield Public Schools, a Massachusetts public school district and the Superintendent of the Springfield Public Schools (“Superintendent”) (Springfield School Committee, Springfield Public Schools and Superintendent collectively “SPS”), and Springfield Empowerment Zone Partnership, Inc. (“SEZP”) (collectively, SPS and SEZP are referred to herein as the “Addendum A Parties”). Effective as of December 11, 2014 (the “Effective Date”) in order to set forth their agreements regarding the operation of the MOU in connection with the conversion of any one or more of the Target School to Horace Mann Charter School, Innovation School, or other school status, as follows:

1. Submission of Horace Mann Charter School prospectus, Innovation Plan, or Similar Application.

In the event that SEZP submits a Horace Mann Charter School prospectus or Innovation Plan, or similar application for any Target School for approval by SPS, approval by SPS shall not be unreasonably withheld, conditioned or delayed. So long as this MOU is in effect, SPS shall not approve a Horace Mann Charter School prospectus, Innovation Plan, or similar application for any Target School submitted by any other party without SEZP consent.

2. Conversion to Horace Mann Charter School, Innovation School, or other School Status.

- a. In the event that SEZP submits a Horace Mann Charter School prospectus or Innovation Plan, or similar application for any Target School for approval by SPS, approval by SPS shall not be unreasonably withheld, conditioned or delayed. SPS shall not approve a Horace Mann Charter School prospectus, Innovation Plan, or similar application for any Target School submitted by any other party without SEZP consent.
- b. In the event that any Target School is converted to a Horace Mann Charter School, upon approval of a Horace Mann Charter School application by the Board of Elementary and Secondary Education, this MOU shall function as an MOU A with respect to such school, upon counter-signature by the board of trustees of the Horace Mann Charter School, subject to the following modifications, and any additional modifications agreed in writing by the Parties, and such school shall be considered to be a Target School hereunder:
 - i. The Horace Mann Charter School shall be an independent Local Education Agency (LEA).
 - ii. The Board of the Horace Mann Charter School shall select and hire the Building Administrator and set the salary for the Building Administrator, subject to the approval of the Superintendent. The Superintendent shall not unreasonably withhold, condition, or delay his/her approval of either the Building Administrator or the salary set for the Building Administrator by the Board of the Horace Mann Charter School. The Board of the Horace Mann Charter School, or representatives of any management organization selected by the Board of the Horace Mann Charter School, shall evaluate the Building Administrator and will submit its recommendations regarding the Building

Administrator to the Superintendent in the form of an evaluation, in accordance with all relevant state regulations. Any termination of the Building Administrator, shall be based upon a recommendation submitted by the Board of the Horace Mann Charter School to the Superintendent.

- c. In the event that any Target School is converted to an Innovation School or other school status, this MOU shall function as a management agreement with respect to such Innovation School or Target School operating in such other school status, and the Innovation School or Target School operating under such other school status shall continue to be considered to be a Target School hereunder.

3. Defined Terms.

All capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the MOU.

IN WITNESS WHEREOF, the Addendum A parties have executed this MOU under seal.

SPRINGFIELD SCHOOL COMMITTEE

On behalf of the Springfield Public Schools and its Superintendent

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

SPRINGFIELD EMPOWERMENT ZONE PARTNERSHIP, INC.

By: _____
Christopher Gabrieli, Chair

Date: _____