

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is effective as of March 12, 2019 (the "Effective Date"), subject to a vote by the New Bedford School Committee and the Alma del Mar Board of Trustees, by and among the City of New Bedford ("the City")/New Bedford Public Schools ("NBPS") and Alma del Mar Charter School ("Alma"), and as approved by the Commissioner of Elementary & Secondary Education ("the Commissioner" or "DESE") (collectively, "the Parties"). Aspects of this MOU involve all Parties, while others involve only the City/NBPS and Alma (together, "the New Bedford Parties").

WHEREAS, the Parties entered into a Letter of Intent (LOI) dated January 11, 2019;

WHEREAS, the Board of Elementary and Secondary Education ("BESE") voted on January 22, 2019 to increase enrollment at Alma del Mar Charter School, consistent with the proposal outlined in the LOI;

WHEREAS, the Parties are working together cooperatively and expeditiously to develop any necessary legislation to support the model proposed in the LOI;

WHEREAS, Massachusetts General Laws Chapter 71, Section 89, sets forth the general provisions regarding the establishment and operation of a Commonwealth charter school as approved by BESE

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Collaboration

The Parties agree to engage in a collaboration that focuses on the success of all students in the City.

2. Neighborhood zone & redistricting

In Fall 2019, Alma will open a new Commonwealth charter school site ("Alma II") which will enroll students from a neighborhood zone in the City with a configuration determined by NBPS. Alma II will be the default local neighborhood public school for students within that neighborhood zone.

NBPS will promptly undertake a redistricting, to be completed on or about April 1, 2019 and by no later than April 5, 2019, to identify the boundary of the neighborhood zone for Alma II. Such zone will be drawn based on a target of 450 students in the zone in grades K-8 inclusive. The Parties will have an opportunity to review the redistricting plan before it is finalized by NBPS and may offer input. NBPS shall make the final decision as to the configuration and boundaries of the zone.

Any future redistricting which impacts the neighborhood zone for Alma II shall be communicated to DESE and Alma. The Parties will have an opportunity to review the redistricting plan and DESE may, at its discretion, require Commissioner approval of components of the new plan.

3. Target enrollment and growth plan for Alma II

The final target enrollment of Alma II shall be 450 students in grades K-8 inclusive. In the first year, the 2019-20 School Year, Alma II's target enrollment will be 200 students in kindergarten, first, second, and sixth grade. For purposes of kindergarten enrollment, the age requirement for entry shall be 5 years old on or before August 31.

Alma II will grow to its final target enrollment of 450, by increased target enrollments in each year, as follows:

- Year 1: 200 students in SY'19-20 (Grades K-2,6)
- Year 2: 300 students in SY'20-21 (Grades K-3,6-7)
- Year 3: 400 students in SY'21-22 (Grades K-4,6-8)

- Years 4+: 450 students in SY'22-23 (Grades K-8)

Target enrollment by school year:

Grade	2019-2020	2020-2021	2021-2022	2022-2023
K	50	50	50	50
1	50	50	50	50
2	50	50	50	50
3	-	50	50	50
4	-	-	50	50
5	-	-	-	50
6	50	50	50	50
7	-	50	50	50
8	-	-	50	50
Total	200	300	400	450

4. Enrolling students in Alma II and communicating with families

On or about February 15 of each year, NBPS shall provide Alma with the following information for students residing in the neighborhood zone for Alma II, to facilitate enrollment at Alma II: a list of student names (first, middle, last) with the corresponding information for each student: SASID (state-assigned student ID) number, current grade, date of birth, home address, and contact information (phone number and any additional contact information such as email address). For planning for School Year '19-20, NBPS shall provide this information to Alma as soon as is practicable, and no later than April 5, 2019. NBPS shall also inform families that Alma II is their local neighborhood public school by this date. For planning for School Year 2019-2020, Alma will contact families to confirm enrollment as soon as is practicable.

Families who do not wish to enroll their children at Alma II for an upcoming school year may complete the Change of School Assignment (COSA) form; such transfers shall be reviewed and decided upon by the NBPS Superintendent (or designee) as soon as possible. NBPS will notify Alma immediately of all determinations made by NBPS for in-district transfer requests, consistent with Section 6 (Transfers) below.

NBPS will notify Alma as soon as possible of any new student enrollments that take place subsequent to March 1, and always prior to a student arriving for their first day of school.

NBPS will consult with Alma before making any changes to NBPS's enrollment or assignment procedures, or the implementation thereof, which may impact Alma.

5. Registration

If a family inquires about registration with NBPS and resides in the neighborhood zone for Alma II, NBPS will direct the family to Alma II to complete registration. Alma shall furnish electronic and hard copies of a one-page document that NBPS can provide to families for this purpose. NBPS will have an opportunity to review and provide input on the document.

If a family not zoned for Alma II contacts Alma II to inquire about registration, Alma will direct them to the NBPS district office.

6. Transfers

The New Bedford Parties agree to the following regarding transfers. Any transfer determination shall take into consideration Alma II's target enrollment and growth plan as set forth in Section 3: Target Enrollment and Growth Plan, above.

- If a student wishes to transfer out of Alma II to another NBPS school, approval of the request to transfer requires the approval of the NBPS Superintendent (or designee) after consultation with Alma's Executive Director (or designee).
- If a student wishes to attend Alma II but resides in a different neighborhood zone, approval of the in-district transfer to Alma II requires the approval of the NBPS Superintendent (or designee) and Alma Executive Director (or designee).
- If a student who resides in the neighborhood zone for Alma II initially requests a transfer to a district school and later would like to transfer to Alma II, the transfer is subject to the approval of the NBPS Superintendent (or designee), and Alma II shall accept the student, provided the school does not exceed its target enrollment levels as specified in Section 3.
- If a student moves within New Bedford and wishes to continue his or her enrollment at Alma II, the student may remain at Alma II subject to the approval of the NBPS Superintendent (or designee) and on the same conditions as other students who move within the City to a residence in a different school zone. The family must complete the COSA form to facilitate this request.
- Beginning in School Year '19-20, and subject to Section 7 (Family preference for sibling enrollment), Alma will assign to Alma II future accepted students from the Alma lottery who reside in the Alma II neighborhood zone, if the student's grade level is offered by Alma II in a given year. Alma will have discretion to retain such students at Alma I should Alma I offer a specific program or placement that will better serve the student.

7. Family preference for sibling enrollment

The New Bedford Parties agree that enabling siblings to attend the same school – where possible – is a shared priority, when the siblings' family expresses preference to do so. The New Bedford Parties believe this principle should be honored whenever practicable. The following illustrates mutually agreed upon examples of where the New Bedford Parties envision this priority functioning as Alma II expands enrollment and does not yet serve all grades:

- A current 3rd grader / rising 4th grader is enrolled at Hayden McFadden. She has a sister who will be an incoming kindergarten student in the fall. The family lives in the part of the city that has been rezoned for Alma II. The parents wish to keep the students enrolled at the same school, but Alma's second campus will not yet serve 4th graders in Fall of 2019. The younger sibling will join her sister at Hayden McFadden in the fall.

- A new family moves into the neighborhood zone for Alma II in October, in the area of the city where families would have been assigned to Hayden McFadden. The family has a 3rd grader and a 1st grader. Alma II does not yet serve 3rd graders. The parents wish to keep the students together at one school. Both siblings would be enrolled at Hayden McFadden.
- A rising 1st grader is assigned to Alma II. She has a rising 5th grade brother currently enrolled at Hayden McFadden. The parents are fine with the two siblings attending different schools. For the Fall of 2019, the 1st grader will attend Alma II and the 5th grade brother will remain at Hayden McFadden. In the following school year, the sibling – now a rising 6th grader – would be eligible to attend Alma II, as the school will offer 6th grade. The parents wish for both students to attend Alma II in the Fall of 2020, and therefore both siblings would be enrolled at Alma II at that time.
- A current 6th grader / rising 7th grader is enrolled at Alma I. He has a brother who will be an incoming kindergarten student in the fall and the family has applied to the Alma charter lottery and has been offered a seat. The parents wish to keep the students enrolled at the same school site. The two brothers will both attend Alma I in the fall.

8. Students entering grades 1 & 2 in SY'19-20 who already attend a NBPS school

Students entering grades 1 and 2 would be assigned to Alma II if they reside within the new redistricted neighborhood zone for School Year '19-20. For School Year '19-20, students who reside in the neighborhood zone who are entering first and second grades in the NBPS, and who were enrolled in NBPS in the 2018-2019 School Year, may elect to remain at the school they attended in the 2018-2019 School Year with the approval of the NBPS Superintendent (or designee).

9. Tuition Payments for Alma II

Alma II will receive its funding on the same basis as any other Commonwealth charter school in Massachusetts, subject to the following:

NBPS's obligation for tuition payments to Alma II pursuant to G.L. c. 71, § 89 shall be set at the target enrollment for each school year as set forth in Section 3, above, i.e., 200 in school year '19-20, 300 in school year '20-21, 400 in school year '21-22, and 450 in school years '22-23 and thereafter. These tuition payments shall not exceed the target enrollment for each school year.

DESE intends to create a grant opportunity to support this collaboration, including supporting the neighborhood enrollment model. See, Section 10 below.

10. Grants

NBPS will be eligible to apply for district improvement grants to support the collaboration outlined in this MOU. Alma will be eligible to apply for grants for its Alma II expansion. DESE intends to create a grant opportunity that the New Bedford Public Schools could apply for to support critical elements of this collaboration, including, for example, transportation costs for students to attend Alma II at the temporary site, and funding to support the neighborhood enrollment model. DESE recognizes that even with the best efforts of the New Bedford Parties, implementing a neighborhood enrollment model in the context of a Commonwealth Charter School may be challenging and there may be times during the initial roll-out when enrollment falls below the target levels. DESE intends to support the enrollment model through the grant opportunity, to create funding stability and predictability for the New Bedford Parties, including offsetting the cost of tuition payments up to a maximum of 5.5% of target enrollment in any given year for the first five years to subsidize such shortfall in enrollment.

11. Enrollment levels at Alma II

The New Bedford Parties recognize that flexibility will be required by both Alma and NBPS on enrollment matters in order to establish a charter school site that enrolls from a local City neighborhood. Consistent with Section 2 (Neighborhood zone & redistricting), NBPS will assign neighborhood students to Alma II who reside within the neighborhood boundary zone for Alma II up until Alma reaches the target enrollment levels outlined in Section 3 (Target enrollment and growth plan for Alma II).

The New Bedford Parties recognize that additional students may move into the neighborhood zone for Alma II throughout the year, and the New Bedford Parties will work collaboratively to attempt to accommodate such students at Alma II. This includes the possibility of enrolling additional students above the target enrollment levels as students arrive throughout the year, if the New Bedford Parties mutually agree to do so.

However, Alma has no obligation to enroll students at Alma II above the target levels outlined in Section 3 in any given year or at any given time, and NBPS shall not provide tuition payments to Alma for any students who enroll above these target levels, as outlined in Section 9 (Funding).

NBPS, in consultation with Alma, will establish student assignment processes that support the neighborhood school model, while ensuring Alma II is consistently enrolling at or very close to the target enrollment numbers in a given year. This is in the interest of both New Bedford Parties, as the City is providing tuition payments to Alma II based on Alma II's target enrollment levels, and as Alma wishes to fully enroll Alma II. If Alma determines that the enrollment provided from the NBPS neighborhood zone is consistently falling below the target, Alma may appeal to the Commissioner through the process outlined in Section 18 at any time.

Should the redistricting plan outlined in Section 2 assign students above the levels outlined in Section 3 in any given year, preference will be given to students who live in closest proximity to the Kempton school or by another method determined by NBPS. Any additional students above the target levels will be assigned to their next closest neighborhood school as determined by NBPS and NBPS will keep a record of their names and assignment request for future reference.

12. In-district and out-of-district special education and English learners

Alma II intends to serve all incoming students with special needs and all students who are English learners who reside in the neighborhood zone.

Alma agrees that Alma II shall maintain a special education program that meets the requirements of state and federal law.

If an IEP team at Alma II identifies a student whose need for special education and related services cannot be adequately met by Alma II's programming in the least restrictive environment, the New Bedford Parties will follow the regulations issued by DESE including, among others, 603 CMR 28.10(6). As part of this process, Alma agrees to invite the NBPS Superintendent (or designee) to the student's IEP Team meeting to consult about possible placement options within NBPS. If the IEP Team, including the NBPS Superintendent (or designee), agrees that an in-district placement within NBPS will best serve the educational needs of the student, Alma will retain programmatic and financial responsibility for the student's special education program and will contract with NBPS for such services through grade 8 or such time as the student no longer resides in the City and unenrolls from Alma II, or until such time that the IEP team determines such services are no longer required. If the IEP Team, including the NBPS Superintendent (or designee), determines that the student's needs cannot be adequately served within

NBPS, the IEP Team, including the NBPS Superintendent (or designee), will work to identify an appropriate out-of-district placement

Alma agrees that Alma II shall maintain a program to serve English Learners that meets the requirements of state and federal law.

13. Magnet and school choice programs

Nothing shall preclude students in the neighborhood zone for Alma II from applying to attend in-district magnet or out-of-district school choice programs.

14. Conversion of original Alma campus

Alma commits to evaluate by the fall of 2020 whether conversion of its original campus ("Alma I") to a neighborhood zone enrollment model could be in the best interest of Alma, its students, and the community at large, and if so, to begin planning for implementation in fall of 2021 with the kindergarten grade level and to phase in the model one grade per year thereafter. Any final decision to seek such a conversion would be at the sole discretion of Alma.

15. Facility

The City will convey to Alma – at no cost – the former Kempton School facility and adjacent land on Shawmut Avenue (together, the "Property"), all as shown on the plan attached as Exhibit A. At the time of conveyance, the City and its boards and departments will provide Alma all documents and records in its possession pertaining to the maintenance, title, or other information relating to the Property. The City shall assign where allowed by law all existing warranties, maintenance contracts, or other similar agreements to the benefit of Alma.

The City will disclose to Alma as soon as possible and no later than March 15, 2019 any and all knowledge of environmental issues or claims with respect to the Property. The City will immediately grant Alma and its consultants full access to the Property to conduct environmental testing of the building and the site, at a cost to be borne by Alma, and if there are any significant issues, the Parties will meet to discuss next steps.

Alma will be financially responsible for renovating, developing, and maintaining the property (including future capital improvements), and the City will not unreasonably withhold or delay required municipal inspections and permitting. This includes, but is not limited to permitting for occupancy, inspection, staff parking, school traffic, and bus routing. Alma has no present intent to remove the existing building, and shall maintain, at minimum, the eastern external façade of the existing building located on the Property; however, this will not preclude Alma from making substantial renovations or additions to the structure/building. Alma shall also be financially responsible for all utilities at the Property, commencing on the date of the conveyance.

The New Bedford Parties acknowledge that the site plan review provisions of the New Bedford City Ordinance do not apply to educational facilities, and that the provisions of G.L.c. 40A, § 3 apply to Alma as an educational institution. Alma agrees without waiver of its rights under G.L. c. 40A, § 3 that it will voluntarily submit its anticipated plan(s) for any site redevelopment to the City's planning board for non-binding comment, and Alma agrees to work in good faith on a plan in harmony with the style and design of the current structure and the surrounding neighborhood. The renovated Kempton site will be designed to house the final target enrollment population for Alma II of 450 students.

The Parties acknowledge that Alma may need to open Alma II in temporary space for one or more years if it is not practicable for the students to be housed on the Property during the renovation and/or redevelopment of the Property. Alma will endeavor to locate temporary space within the neighborhood zone, and will communicate information about the proposed location of temporary space as soon as possible to the Parties. Such temporary space shall be appropriate for the education of students. Alma will be solely financially responsible for any temporary facility.

Alma agrees that it will utilize the facility for the education of students consistent with its charter and applicable provisions of the General Laws. Alma further agrees that should it cease operating the Property for Alma II pursuant to this MOU, it shall offer the Property to the City at no cost subject to the City reimbursing Alma for remediation costs, if any, actually undertaken by Alma, and the fair market value (at the time of offer) of any improvements to the Property actually undertaken by Alma.

16. Transportation

Transportation shall be provided for Alma II students on the same basis as is provided for all other NBPS students. NBPS will provide Alma with copies of relevant policies about transportation and the New Bedford Parties will coordinate on school start and end times, busing routes, and other necessary logistics prior to the start of school.

17. Other areas for policy coordination

The New Bedford Parties will share and discuss their respective school policies regarding student discipline, which policies shall comply with the requirements of state and federal laws and regulations. Alma II will discuss with NBPS any situation that might lead to an expulsion of a student. Any Alma II student who is expelled or subject to long-term suspension shall remain a student of Alma II and Alma shall be responsible for providing for the continuing/alternative education of such student as required by Massachusetts law.

18. Dispute resolution

Good faith resolution. The New Bedford Parties agree to work cooperatively in all actions relating to this MOU, and generally to attempt to avoid disputes. Nevertheless, NBPS and Alma recognize that concerns may arise from time to time relating to the implementation of this MOU. NBPS, at any time, may document any serious concern that may arise about Alma's actions that are limiting the success of the collaboration. Alma will have 30 days to submit a response in writing to NBPS. Alma, at any time, may document any serious concern that may arise about NBPS's actions that are limiting the success of the collaboration. NBPS will have 30 days to submit a response in writing to Alma. NBPS and Alma agree to use their best efforts to resolve such disputes in a fair and equitable manner.

Appeal to the Commissioner. The New Bedford Parties recognize the importance of promptly resolving disputes. If the New Bedford Parties cannot resolve a dispute arising out of or relating to this MOU, then either Alma or NBPS may give written notice to the other of a demand for an appeal to the Commissioner. NBPS and Alma may present their position to the Commissioner through witnesses, and documentary and other evidence in a process to be determined by the Commissioner in his sole discretion. Following the presentations, the Commissioner will issue a written decision that will be final.

19. Notices

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

In the case of NBPS:

Jonathan Mitchell, Mayor/School Committee Chair
Thomas Anderson, Superintendent
455 County St, New Bedford, MA 02740
508-997-4511

In the case of Alma del Mar:

Will Gardner, Executive Director
515 Belleville Ave, New Bedford, MA 02746
774-206-6827

In the case of DESE:

Jeffrey C. Riley, Commissioner
75 Pleasant St, Malden, MA 02148
781-338-3000

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 may be amended from time to time hereinafter only in writing and executed by NBPS and Alma, following good faith negotiation and subject to approval by the Commissioner.

22. MOU review

The New Bedford Parties shall meet at least every three months to identify and address any issues and concerns involving the collaboration under this MOU. Should either NBPS or Alma believe that such issues and concerns require amendment of this MOU, the New Bedford Parties will engage in a process to make such amendments, which will subsequently be approved by the Commissioner. If the New Bedford Parties cannot agree on an amendment, they will use the process outlined in Section 18.

23. Authority of DESE and BESE

Nothing in this MOU should be understood to limit any authority, including any statutory or regulatory authority, provided to DESE, BESE, or the Commissioner.

24. Governance for Alma II

The Parties agree that Alma II is subject to the governance provisions specified in Mass. General Laws Chapter 71, Section 89 and 603 CMR 1.00. Alma agrees that it shall promptly notify NBPS of any changes in the governance of Alma II.

25. 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.

26. Termination

The MOU is terminated in the event that BESE revokes Alma's charter. In the event of non-renewal of Alma's charter, the MOU shall terminate at the end of the final school year for which Alma's charter is approved.

The MOU may be terminated upon mutual agreement between NBPS and Alma, with approval by the Commissioner.

The Commissioner may terminate the MOU if he determines that good faith negotiations have irretrievably broken down or the necessary legislation has not been enacted in sufficient time for the planning and implementation of the collaborative model, or the Property has not been conveyed in a timely manner.

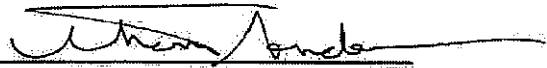
27. Duration of MOU

The duration of this MOU will be consistent with the term of the school's charter and any renewal thereof.

28. Results and additional charter seats

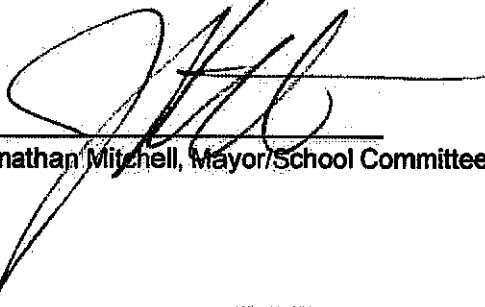
The Parties agree that the student achievement results of Alma II are critical to evaluating the success of the collaboration, and acknowledge that Alma II will be phasing in over multiple years. Therefore, the New Bedford Parties agree to focus their efforts on ensuring the success of the collaboration and that no additional charter seats for Alma will be requested until the end of the third year of operation of Alma II.

Signed this day of March 12, 2019 and subject to votes by the New Bedford School Committee and the Alma del Mar Board of Trustees



3/12/19

Thomas Anderson, Superintendent, New Bedford Public Schools



Jonathan Mitchell, Mayor/School Committee Chair, City of New Bedford

Will Gardner, Executive Director, Alma del Mar Charter Public School

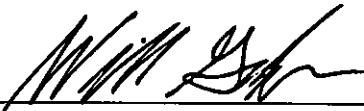
Janice Baptist, Board of Trustees Chair, Alma del Mar Charter Public School

Approved: Jeffrey C. Riley, Commissioner, Department of Elementary & Secondary Education

Signed this day of March 12, 2019 and subject to votes by the New Bedford School Committee and the Alma del Mar Board of Trustees

Thomas Anderson, Superintendent, New Bedford Public Schools

Jonathan Mitchell, Mayor/School Committee Chair, City of New Bedford



Will Gardner, Executive Director, Alma del Mar Charter Public School

Janice Baptist, Board of Trustees Chair, Alma del Mar Charter Public School

Approved: Jeffrey C. Riley, Commissioner, Department of Elementary & Secondary Education

Signed this day of March 12, 2019 and subject to votes by the New Bedford School Committee and the Alma del Mar Board of Trustees

Thomas Anderson, Superintendent, New Bedford Public Schools

Jonathan Mitchell, Mayor/School Committee Chair, City of New Bedford

Will Gardner, Executive Director, Alma del Mar Charter Public School

Janice Baptist, Board of Trustees Chair, Alma del Mar Charter Public School

A handwritten signature in black ink, appearing to read "Jeffrey C. Riley". The signature is stylized and cursive.

Approved: Jeffrey C. Riley, Commissioner, Department of Elementary & Secondary Education