

**AN AGREEMENT BETWEEN THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS AND THE ST. LOUIS PUBLIC SCHOOL CONSORTIUM, INC.**

This AGREEMENT (hereinafter referred to as the "Agreement") is effective as of July 1, 2019 (the "Effective Date") by and between the Transitional School District of the City of St. Louis (the "District"), a school district organized and existing under the laws of the state of Missouri, and the St. Louis Public School Consortium, Inc. ("CPN"), a Missouri non-profit corporation organized and incorporated pursuant to Chapter 355 of the Revised Statutes of Missouri (RSMo.).

WHEREAS, pursuant to 162.621 and 162.1100, of the RSMo., the Special Administrative Board (the "SAB") has general and supervising control, governance and management of the public schools and public school property of the District;

WHEREAS, pursuant to 162.1100 and 167.164.2, RSMo., the SAB and the St. Louis Public School District may contract with a non-profit corporation to operate schools or for the provision of alternative education services;

WHEREAS, in September 2017, the Missouri Department of Elementary and Secondary Education released the consolidated Missouri state plan establishing procedures and criteria consistent with Section 8302 of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA) which includes steps for intervention in schools identified for Comprehensive Support and Improvement outlined in Section A(4)(vi)(c);

WHEREAS, the District has selected and appointed CPN to have full managerial and operational control of the Target Schools subject to the terms and conditions set forth herein, and, as such, CPN shall be accorded all the rights and privileges applicable to CPN with respect to, arising out of, or in connection with, the Target Schools, the and/or CPN's activities as the non-profit entity with full operational and managerial control of the Target Schools, to the fullest extent provided by law and this Agreement.

WHEREAS, the Parties, intend to comply with all existing Missouri law and statutes and are desirous of delineating their respective rights and responsibilities to the extent not fully described by the laws of the State of Missouri and to comply with said standards and procedures.

THEREFORE, the District and CPN (each, a "Party," and collectively, the "Parties"), intending to be bound by the terms hereof, agree to the terms set forth in this Agreement.

1. Operation under of CPN.

- a. The District acknowledges that CPN has full managerial and operational control over the Target Schools pursuant to Sections 162.1100.4(3), 162.621 and 167.164.2 of the Revised Statutes of Missouri, and this Agreement, as applicable, that CPN has authority over decision-making for the Target Schools, and that CPN is responsible for implementing the School Operational Plans and meeting the goals in the School Operational Plans.
- b. The District will continue to be the Local Education Agency (LEA) for the Target Schools.

2. CPN Annual Budget.

- a. The District agrees to provide an allocation to CPN for the Target Schools ("Target Schools

Allocation") on an annual basis during the term of this Agreement.

- b. The Target Schools Allocation shall be calculated based on a per pupil model agreed upon by CPN and the District as described in Appendix A and applied to future-year projected enrollment of the Target Schools. The District 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. The District 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 the District and CPN; if the District and CPN are unable to reach agreement in future years, the matter may be resolved as described in Section 17 herein.
- d. *Non-Discretionary Services:* CPN will purchase services from the District as identified in Appendix B, and as may otherwise be agreed upon by the District and CPN. In addition, the District will provide facilities management/maintenance, custodial, security, special education, transportation and food services to the Target Schools. The District and CPN will meet each spring to review the type and extent of non-discretionary services to be provided by the District during the following school year and the associated cost. The type of non-discretionary services may be amended or modified annually based on the outcome of these meetings.
- e. *Discretionary Services:* CPN will have the option to identify discretionary central support services that the Target Schools will purchase from the District as identified in Appendix C. The cost of the District's discretionary central office services shall be based upon the actual cost to the District of providing those services or a per-pupil rate determined from the total cost of providing the service across The District. CPN and the District will annually collaborate on the implementation of Appendix C. CPN and the District may in good faith adjust this per pupil amount downward if CPN elects to use only a portion of a service.
- f. The Target Schools Allocation shall not be reduced because of CPN's receipt of additional funds from sources independent of the District. CPN agrees to operate within its Target Schools Allocation plus any other funds that CPN may receive independent of the District, less services purchased from the District.
- g. Each fiscal year CPN shall adopt annual operating budgets for the Target Schools as CPN deems appropriate. In accordance with the requirements of all the District schools, CPN shall deliver the plans for how each Target School intends to use its operating budget to the Chief Financial Officer of the District (the "CFO") in such form and time frame as s/he may reasonably specify, with a copy to the Saint Louis governing board, in no case later than February 1. During the first year of the Contract, the District and CPN agree to work together to create operating budgets within a reasonable timeframe for the District, but no operating budgets shall be required by February 1, 2019. Both the District and CPN recognize that changes in the amount of state and federal aid may affect the Target Schools Allocation.
- h. No later than March 1<sup>st</sup> each year and/or upon request, CPN shall provide the CFO with copies of a Target School's annual budget and any amendments and modifications thereto, and any financial data that the District needs for its financial reporting. The CFO may also request, and CPN 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 CPN will use their best efforts to resolve any budget disagreements by February 1 of each year.

3. Operating Account and Expenditures.

- a. By July 1 of each year, the CFO shall establish one or more operating accounts for CPN, as agreed upon by the District and CPN, in the amount of the Target Schools Allocation (collectively, the "CPN Operating Account"). Only CPN and/or its designee(s) shall authorize expenditures from its operating accounts and CPN may freely move money between its accounts.
- b. Expenditures from the CPN Operating Account shall be made in accordance with all applicable laws, ordinances, and regulations. In addition, CPN agrees to comply with all applicable laws and regulations regarding the requirement to expend or encumber all CPN Operating Account funds by the close of the fiscal year.
- c. CPN agrees to establish sufficient internal controls governing expenditures from the CPN Operating Account to eliminate the risk of possible fraud, waste or abuse of funds.
- d. The District shall deposit allocations into the CPN Operating Account per an installment schedule agreed upon by both parties. With appropriate documentation, CPN shall be reimbursed from the CPN Operating Account for expenses incurred in connection with the implementation of this Agreement and/or applicable School Operational Plans. Such expenses may include salary and benefits for CPN staff.
- e. All procurement services requested by CPN will be provided and shall meet all business, operational, and management needs. The District shall promptly provide technical assistance and advice to enable CPN cooperation in meeting all procurement requirements.
- f. CPN shall follow all applicable procurement laws, the District shall promptly provide technical assistance and advice to enable CPN cooperation in meeting all procurement requirements. The District shall attempt to accommodate all reasonable CPN procurement requests. If the District 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, CPN may appeal the District decision to the District governing board.
- g. The District will provide prompt service in responding to all procurement requests as soon as practical and shall respond to all requests in the same manner that the District responds to requests from other the District schools. The District agrees to expedite its own procurement processes upon reasonable request in extenuating circumstances and agrees to assist CPN in its procurement requests to other departments in the City of Saint Louis.

4. Facilities.

- a. In the same way it does for every school in The District, the District will work to ensure that an adequate facility is available for each Target School and the District will maintain an adequate facility for each Target School. The Target Schools will be identified and included in this Agreement as Appendix D. No changes shall be made to the location of the Target Schools without the consent of CPN and the District.
- b. The District 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 CPN.
- c. The District has processes in place to prioritize maintenance and capital requests from the District schools. Facilities work requests from CPN shall be considered promptly and prioritized according to need, using the same criteria as with any other the District-owned

facility. The District and CPN 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 CPN will be prioritized according to need, using the same criteria applied to any other the District-owned facility. The District agrees to complete all mutually agreed upon facilities improvements within a reasonable timeline, subject to available funding.
- e. At all times, the District shall provide the Target Schools with sufficient facilities to support the full enrollment of all students assigned to Target Schools. The District 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. CPN will have the option to purchase from the District additional special education and specialized language instruction services, if desired. Subject to applicable federal and state special education statutes and regulations, CPN will have autonomy over budget decisions regarding staff and services in these areas.
- b. As discussed in section S(c) below, CPN will coordinate with the District and may send students with specific special education needs to a District School which is not a Target School that has a more appropriate program available. In addition, CPN 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.
- c. The District special education department supervisor or director shall be notified of any potential placement of a student with a disability outside of a Target School (including an out-of-district placement) and shall attend any IEP meeting or other meeting wherein placement outside of the Target School is contemplated.
- d. CPN shall comply with any and all state and federal laws and regulations regarding the provision of services to English Language Learners.
- e. *Other Alternative School Placement.* Any District student assigned to a Target School can be placed in another District alternative school through a process similar to the process used for all other students in The District. The District and CPN 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 School Operational Plans as well as those delineated in this Agreement.
- b. Target School employees are solely and exclusively employees of the District. Target School employees shall not be considered employees of CPN for purposes of workers compensation, notwithstanding anything in this Agreement to the contrary. The sole and exclusive remedy of all Target School employees for any work-related injuries shall be pursuant to Missouri Workers Compensation Laws.
- c. *Independent Contractor.* The Board and CPN agree that CPN will act for all purposes as an independent contractor and not as an employee or agent of the District, in the performance of duties under this Agreement. Accordingly, CPN shall be responsible for payment of all taxes, including federal, state and local taxes arising out of services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, CPN's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. CPN shall have no authority to assume or incur any

obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. CPN shall pay all costs of conducting its activities hereunder, including all compensation to employees of CPN. CPN shall be responsible for any work-related injuries pursuant to Missouri Worker Compensation Law

- d. *Selection and hiring.* CPN 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. CPN shall determine the appropriate staffing levels in the Target Schools, including the addition of any part-time staff for a Target School.
- e. The Principal of a Target School will abide by the restated collective bargaining agreements approved by CPN and in effect during the term of this Agreement (the "Target School CBAs"), when selecting staff including, but not limited to, staff for AFT Local 420, MNEA, and other Unions, and shall not be subject to the collective bargaining agreements that apply to the District schools that are not Target Schools, unless CPN in writing indicates that a specified employee or position (e.g., a centralized District 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. CPN may formulate job descriptions, duties, and responsibilities for any and all positions in Target Schools. CPN 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.
- f. 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 (e). If a Target School employee is compensated above the standard District salary scale, the employee would revert to the District contractual salary scale based on experience and academic credentials if that employee leaves a Target School for another position within the District.
- g. Teachers in Target Schools may participate in the District transfer process as defined by the District in consultation with CPN; Target Schools will also participate in the transfer process with full discretion to accept or reject transfer requests. All District teachers are eligible to participate in the transfer process.
- h. During the transfer process, Target Schools may hire, as teachers, Saint Louis 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, Saint Louis Public Schools teachers who are not providing services at Target Schools with the written consent of the District Superintendent.
- i. The District may not place any staff member in a Target School without the consent of CPN.
- j. In the event that there are any staff displacements due to reorganizations or other changes within any one or more Target Schools, CPN and the District will make best efforts to create a process that prioritizes the needs of both the District and CPN students and staff members.
- k. *Management and evaluation.* CPN 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

the District 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. CPN 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. CPN shall provide the District with any staff observation and evaluation guidelines prior to implementation. As educators will be the District employees, CPN agrees to provide the District, when requested by the District for the purpose of filing required reports, with educator data for formative and summative evaluations based on the deadlines set forth by the District.

- l. *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 SLPS schools that are not Target Schools, except if staff members are shared with non-Consortium schools. The Consortium may recommend to SLPS for nonrenewal any staff member consistent with federal and state law and municipal ordinances, and may recommend to SLPS for dismissal Target School staff in accordance with federal and state law and municipal ordinances. In recommending staff for dismissal, the Consortium 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 SLPS Schools that are not Target Schools, except as provided in Section (e). All employees identified for nonrenewal or dismissal shall have been evaluated by either the SLPS evaluation system or an alternative evaluation system that was approved by SLPS. If SLPS elects not to proceed with a recommended nonrenewal or dismissal and the employee's evaluation is complete, SLPS will find a placement for *the* employee at a school other than a Target School and the employee shall not in future years be able to return to a Target School without the written consent of the Consortium's Executive Director. CPN may recommend staff for termination consistent with applicable federal and state laws.
- m. *Processing and notification regarding staff* The District agrees that any and all hiring and dismissals of staff for a Target School will be processed in a timely manner through *the* District's Office of Human Resources. The District will aim to ensure all candidates recommended for hire by Target Schools will be fully on-boarded and hired into the District system in a timely manner upon receiving all necessary paperwork from CPN or the pending employee, including any criminal background checks required by Section 168.133, RSMo. Furthermore, the District shall be responsible for all aspects of payroll and benefits administration for all staff hired by CPN to work in the Target Schools, in accordance with federal and state law, and municipal ordinances. CPN shall provide the District's Office of Human Resources and the District's Finance Division with timely notification of any staffing changes for the subsequent school year. Such notification shall be in writing. The District 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.
- n. *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 School Operational 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 Saint Louis governing body.

7. Compliance with Law.

- a. CPN agrees to comply with all applicable federal, state, and municipal laws, rules, regulations, and codes, including, but not limited to all 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. CPN also agrees to comply with the civil rights policies of the District. 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, CPN agrees that it shall, in carrying out its responsibilities under this Contract, comply with every provision of Chapter 105 (the Conflict of Interest Law), Chapter 610 (the Sunshine Act) to the full extent of the applicability of said provisions. CPN's failure to comply with all material legal requirements may result in termination of this Agreement to the extent provided in Section 16.
- b. CPN 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, CPN 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.

8. Governance Structure

- a. All Target Schools shall be wholly operated and managed by CPN. CPN is solely accountable to the Board for the operation and management of the Target Schools and for meeting the obligations set out in the School Operational Plans. CPN shall provide timely reports upon the request of the Superintendent regarding its implementation of the School Operational Plans and its operation and management of Target Schools.
- b. CPN shall provide information regarding the implementation of the School Operational Plans to the District, as reasonably requested by the District. Such information shall include progress on meeting annual goals in the School Operational Plans and shall enable the District to provide an annual review of the Target Schools detailing whether they have met the annual goals in their School Operational Plans. The review will be in writing and will be submitted to the CPN and the District governing body no later than June 30 for the preceding school year.

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

- a. CPN 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. For a Target School, the District shall not withhold, condition, or delay appointment of the Principal(s) or approval of the salary set for the Principal(s) by CPN.
- b. CPN shall evaluate the Principal and will submit its evaluation regarding the Principal(s) to the District's Human Resources department for the purpose of record keeping.
- c. CPN 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 CPN to the District.

The District shall not withhold, condition, or delay termination in the event that a dismissal recommendation is submitted by CPN. To the extent that the District has independent authority to dismiss the Principal(s), such actions shall be taken by the Superintendent only pursuant to a recommendation from CPN.

10. Program Coordination with the District.

- a. *Operations.* CPN and the District shall coordinate in the development of operational guidelines relating to Target School staffing (including, among others, adherence to fair labor practices); budgeting (including, among others, timely submission of annual operating budget in order for it to be approved at same time that the District budget is approved by the Governing Body); student assignment ; technology and IT services; facilities; transportation; and business purchasing, and such other operational guidelines as reasonably determined by the District and CPN. Such coordination shall be conducted on an on-going basis, as reasonably determined by the District and CPN.
- b. *Transportation and School Schedule.* The District will provide transportation to the students of the Target Schools in a manner similar to how it provides transportation to the District schools. By the first week of April each year, CPN will provide the District with any proposed changes to the Target Schools' schedules, including school start and end *times*, in order to assist *the* District with identifying effective means of transportation, including late buses and additional bus routes, as requested by CPN. CPN and the District will meet by January 15 of each year beginning in 2020 to discuss Target Schools' 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 CPN. The District recognizes that Target Schools may have longer school days or school years and will accommodate CPN transportation requests unless they are manifestly unreasonable or financially impractical.
- c. *Technology.* If CPN purchases from the District technology services and equipment, CPN and Target Schools can access the District' internet services, wireless capacity, and be part of the District 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 CPN, and CPN shall maintain computers and similar equipment in the same manner as other District schools. The District will support CPN in removing any technology or other equipment at a Target School that CPN does not want to use, as the District would for any other the District school
- d. *Curriculum Materials.* CPN will have the opportunity to perform an inventory of all curriculum materials and associated equipment located in facilities used by the Target Schools. CPN will have the right to retain possession of any curriculum materials and associated equipment located in the Target Schools. The District will remove, at no cost to CPN, any curriculum materials CPN does not identify to be retained.
- e. *District-wide Activities.* CPN students will be eligible to participate in district-wide programming and activities, including intramural and interscholastic activities, provided that CPN coordinates with the District and that CPN pays appropriately for access if there are associated costs.

11. Policy Coordination with the District.

- a. CPN and Target Schools will comply with all federal and state laws and regulations

but are not bound by any of the District policies unless explicitly stated otherwise in this Contract and as set forth in the School Operational Plans, as applicable.

- b. CPN and Target Schools will comply with all federal and state laws and regulations related to policies and procedures. CPN and Target Schools must comply with District policies in the following areas:
  - Drug-Free Workplace;
  - Use of Private Vehicles for School Reasons;
  - Sexual Harassment;
  - Bullying;
  - Prohibiting Discrimination in accordance with all applicable city, state, and federal laws;
  - Leave;
  - Religious Activities;
  - Computer and Internet Acceptable Use Procedures; and
  - Social Media Policy.
- c. CPN and Target schools may develop their own policies consistent with federal and state laws and regulations but must have policies in place related to the following topics:
  - School Violence and Restrictive Behavioral Intervention Policy; and
  - Employee Code of Ethics and Conduct;If the CPN and Target Schools do not develop and publish policies specific to these topics, District policies shall be the default.
- d. CPN and target schools may develop a Student Code of Conduct including disciplinary Policies consistent with federal, state, and municipal laws and regulations. If the CPN and Target Schools do not develop and publish policies specific to Student Code of Conduct prior to the start of the school year, the District's Student Code of Conduct will be the default.
- e. CPN agrees to submit to the District a final and approved copy of Target Schools' policies regarding student conduct prior to the start of each school year. CPN will communicate with the District 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 District student recruiting materials, websites, and events on an equivalent basis as any other the District school. CPN shall follow the enrollment, recruitment and retention processes currently in place in the District. Students will be assigned to Target Schools consistent with the District's assignment processes on an equivalent basis as any other the District school, pursuant to current the District policies. If the District elects to assign a student into a Target School who is outside of the schools' boundary, the District must make a request to CPN and obtain CPN approval. If CPN elects to reassign a student into a District School outside the CPN, the CPN must make a request to the District and obtain District approval. 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, the District will consult with CPN and obtain CPN written consent before making the change.
- 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. CPN will work with the District to ensure that the assignment of all students attending Target Schools reasonably minimizes required transportation.

- c. CPN and the District will work collaboratively in determining a target enrollment for the Target Schools for each year. Specifically, each year prior to the District developing its projected student enrollment for CPN, the CPN will meet with the District to review the "target enrollment" for CPN by grade and school for the following school year and the rationale for such target enrollment. The District will incorporate this rationale into developing enrollment projections for CPN as it would for any other District school.

13. Information Requirements.

- a. CPN agrees to submit forthwith any information or data relative to its operation and functioning, as reasonably requested and required by the District.
- b. CPN agrees to utilize the District Student Information System to report student attendance on a daily basis. Target Schools also agree to utilize the District Student Information System to report discipline incidences and to update this information on a regular basis.
- c. The District will provide CPN staff with access to the District data systems and will respond to requests for changes in permission levels in a timely manner.
- d. CPN is not required to implement district-wide predictive assessments that the District requires of other schools serving the same grade levels. CPN 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. Alternatives to use of district-wide predictive assessments must be approved by the CPN board.
- e. Questions as to whether CPN should report data to DESE separately or as part of the District that are not answered under this Agreement will be answered and agreed upon during the semi-annual review of this Agreement.

14. Term of Contract.

- a. The initial term of this Agreement is the period from July 1, 2019 through June 30, 2022, unless earlier terminated in accordance with Section 16 of this Contract. Thereafter, this Agreement shall renew automatically for three (3) year terms unless terminated in accordance with Section 16 of this Contract.
- b. For so long as this Agreement is in effect, the District 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. The District agrees not to enter into any collective bargaining agreement with respect to any Target School without the consent of the CPN, which shall not be unreasonably withheld, conditioned or delayed.
- c. The Parties agree that CPN is authorized to undertake planning and other preliminary work prior to the July 1, 2019 Effective Date to enable to begin operations hereunder as of July 1. In addition, CPN 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. CPN shall also have full cooperation from the District authorities and full access to Target School staff and facilities if implementing Acceleration Academies, extracurricular

programming, or other supplementary activities between now and July 1, 2019.

15. Insurance.

CPN shall maintain occurrence-based insurance including Comprehensive General Liability coverage of \$1,000,000.00 per occurrence and Automobile Liability coverage of \$300,000.00 per occurrence. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

16. Termination.

- a. This Agreement may be terminated upon 120 days written notice of either Parties. From the date of final termination, the District shall have full control of all the District-owned or leased facilities housing Target Schools.
- b. The District may terminate this Agreement for cause subject to the provisions of subparagraph (c) below. For purposes of this provision, "for cause" shall mean:
  - (i) CPN has substantially failed to meet multiple goals in the School Operational Plans;
  - (ii) CPN has failed to manage the Target Schools on a financially prudent basis by operating within the constraints of CPN's funding;
  - (iii) CPN has violated any material provision of law with respect to the Target Schools from which CPN was not specifically exempted and which resulted in material adverse consequences to a Target School or the District; or
  - (iv) CPN has materially breached any of the material terms and conditions of this Contract.
- d. Prior to exercising its right to terminate this Contract, the District shall give CPN written notice of its basis for terminating the Contract. The written notice shall specify the section of the Agreement that the District is relying on for termination and the requirements for correction of the breach. Upon receipt of the written notice, CPN shall have sixty (60) business days to remedy the breach. In the event the breach is cured as determined by the District, the District shall refrain from exercising any termination rights.

17. Good faith resolution of disputes.

- a. The District and CPN agree to work cooperatively in all actions relating to this Agreement, and generally to attempt to avoid disputes. Nevertheless, the District and CPN recognize that concerns may arise from time to time relating to the implementation of this Agreement. The District, at any time, may document any serious concerns that may arise about CPN's actions that may be limiting progress towards the goals set forth in the Target Schools' School Operational Plans. CPN will have thirty (30) days to submit a response in writing to the District. CPN, at any time, may document any serious concerns about the District's actions that may be limiting progress towards the goals set forth in the Target Schools' School Operational Plans, if such concerns have arisen. The District will have thirty (30) days to submit a response in writing to CPN. The District and CPN agree to use their best efforts to resolve such disputes in a fair and equitable manner.

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 District:  
St. Louis Public School District  
Attention: Secretary, Special Administrative Board  
801 North 11<sup>th</sup> Street  
St. Louis, Missouri 63101
- b. In the case of CPN: TBD

Either Party may, by written notice to the other Party designate another address. Any notice to be given under this Agreement 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 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, and the appendices hereto, or any part of the foregoing, may be amended from time to time hereinafter only in writing and executed by the District and CPN following good faith negotiation.

22. Agreement Review.

The District and CPN agree to a semi-annual review process of this Agreement to identify issues that need to be addressed and determine whether amendments need to be made to this Agreement.

23. Cooperation.

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

24. Addition and Withdrawal of Target Schools.

- a. This Agreement is intended to govern the relationship between the District and CPN regardless of how any Target School is restructured, including through integration or affiliation with another school or subdivision. In addition, from time to time, the District and CPN may mutually agree that CPN will have full managerial and operational control of

one or more additional schools. Any such additional schools shall be considered to be Target Schools hereunder.

- b. The District may in their discretion recommend to CPN that any District school be added as a Target School subject to CPN governance with full managerial and operational control pursuant to the terms of this Contract, to the full extent permitted by law provided that the school is designated by the Missouri Department of Elementary and Secondary Education as a “Target” or “Comprehensive” school consistent with ESSA guidance. Such recommendation must be approved by the District governing body and CPN. The District may in their discretion recommend to CPN that any District school be withdrawn or terminated as a Target School subject to this Contract. During the first renewal term of this Contract, the Superintendent, the governing body, and CPN shall meet to discuss the continued status of any Target School.
- c. The District and the CPN will agree on performance goals for each Target School prior to the beginning of the first school year under CPN authority for each Target School. Performance goals shall include, but not be limited to, measures used by DESE to calculate Annual Performance Reports and designate Comprehensive and Targeted Schools.
- d. The District shall annually assess each Target school’s progress reaching the performance goals for purposes of remaining in the CPN. It shall be the sole discretion of the District to remove a school from the school from the CPN. In the event of a decision to remove a Target school from the CPN, the District shall provide written notice to the CPN of the decision and the effective date for the schools return to District management.

25. Entire Agreement.

Except as explicitly provided herein, this Agreement 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.

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

TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS

On behalf of the Saint Louis Public Schools and its Superintendent

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

CONSORTIUM PARTNERSHIP NETWORK, INC.

By: \_\_\_\_\_  
, Chair

Date: \_\_\_\_\_