

COLLABORATION AGREEMENT

This Collaboration Agreement (“Agreement”), effective January 10, 2012 is made and entered into by and between **THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION** (“Board”) and **PROJECT LEADERSHIP AND INVESTMENT FOR TRANSFORMATION** (“Project LIFT”).

The Board and Project LIFT desire to work together to increase academic achievement and access to educational opportunities for the students in the schools comprising the West Charlotte High School feeder area (“Feeder Area”). The parties believe that by forming an innovative, collaborative working relationship they can, among other things, increase the graduation rate, decrease the achievement gap, attract and retain effective teachers and increase the participation of parents and the community. By virtue of this Agreement, the parties wish to formalize their relationship.

Therefore, the parties agree as follows:

1. **Term of Agreement.** The term (“Term”) of this Agreement will begin on January 10, 2012 and end on January 9, 2017 unless sooner terminated in accordance with this Agreement.

2. **Termination.** Either party may terminate this Agreement without cause so long as it provides the other party with written notice of its intent to terminate at least 30 days prior to termination. In the event that either party becomes unable to execute one or more of its material responsibilities as set forth in this Agreement, the other party may terminate this Agreement immediately upon either the receipt of written notice from the other party evidencing its inability to execute its responsibilities in the manner prescribed by this Agreement or a party’s actual non-performance of one or more of its material responsibilities due to an inability to perform such responsibilities.

3. **Responsibilities of the Board.** The Board will be responsible for the following:

1. Employing and empowering individuals to fill the following positions within the Feeder Area: Zone Superintendent; Executive Director of Evaluations and Project Management; and Human Capital Specialist (collectively, “Personnel”). The job descriptions for the Personnel are set forth in **Exhibit A**, entitled “*Personnel Job Descriptions*” attached hereto and incorporated into this Agreement by reference.
2. Collaborating, consulting and cooperating with Project LIFT and its representatives to accomplish the mutual goals of the parties.
3. Establishing stable and effective channels of communication with Project LIFT.
4. Submitting quarterly invoices to Project LIFT for Personnel salary and benefit costs.
5. In accordance with a mutually agreed upon schedule and to the extent permitted by law, assess the progress of the effectiveness of the parties’ collaborative effort with Project LIFT, including without limitation, reviewing specific initiatives and evaluating the Personnel.

4. **Duties of Project L.I.F.T.** Project LIFT will be responsible for the following:

1. Fully reimbursing the Board for Personnel salary and benefit costs.

2. Collaborating, consulting and cooperating with the Board and its representatives to accomplish the mutual goals of the parties.
3. Establishing stable and effective channels of communication with the Board.

5. **Operating Principles.** In addition to the respective duties of the parties set forth in Sections 3 and 4, the parties agree to the additional understandings stated in the operating principles set forth in **Exhibit B** entitled "*Operating Principles*" attached hereto and incorporated into this Agreement by reference.

6. **Severability.** If any portion of this Agreement is held to be invalid, illegal or unenforceable, then this Agreement is to be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement, unless the invalidity of any provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement.

7. **Dispute Resolution.** For any dispute arising from or related to the terms or subject matter of this Agreement, the parties agree to first attempt to resolve the dispute informally through discussions between their authorized representatives. To the extent the parties' representatives are not able to resolve a dispute informally, the parties will meet and devise a mutually agreed upon process for resolution of such dispute by a third-party. Notwithstanding anything to the contrary in this Agreement, a legal requirement or change in a legal requirement binding either party, which affects such party's ability to carry out its duties under this Agreement will not be subject to the provisions of this section.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original and all of which together are deemed one and the same instrument.

9. **Drafting Conventions.** This Agreement is to be construed according to the following principles: (a) the captions of the sections in this Agreement are provided for convenience only and do not affect its meaning; (b) the words "party" and "parties" refer only to a named party to this Agreement; (c) examples are not to be construed to limit, expressly or by implication, the matter they illustrate; (d) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; and (e) unless specified otherwise, any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations.

10. **Public Nature of Contract.** The parties hereby acknowledge and agree that, given the public nature of the Board, no aspect of this Agreement will be regarded as confidential and will be open for disclosure to and review by the public and other third parties.

11. **Modification:** This Agreement may be amended during the Term of Agreement by the mutual consent of the parties. Any such amendment will be in writing and must be approved in the manner required of each party for formal approval.

12. **Entire Agreement.** This Agreement, including all exhibits, represents the complete and exclusive statement of the parties' mutual agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning this Agreement.

13. **Governing Law.** The law of the State of North Carolina and, to the extent applicable, the laws of the United States of America will govern all matters arising out of this Agreement.

The parties are signing this Agreement effective as of the date stated in the introductory clause.

**THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION**

Ericka Ellis-Stewart, Chairperson

ATTEST:

Mary McCray, Vice-Chairperson

**PROJECT LEADERSHIP AND INVESTMENT
FOR TRANSFORMATION**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

**George E. Battle, III
General Counsel**

**THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE
SCHOOL BUDGET AND FISCAL CONTROL ACT**

Sheila Shirley, Chief Finance Officer

EXHIBIT A

PERSONNEL JOB DESCRIPTIONS

DRAFT

EXHIBIT B

OPERATING PRINCIPLES

In addition to the duties and responsibilities set forth in the Agreement, the Board, consistent with state and federal law and in conjunction with Project LIFT, agrees to empower the Board's employed zone superintendent to do the following:

1. Implement innovative, best practice and research based programs and strategies to support the framework components of talent, extended learning time, technology and integrated community support.
2. Request immediate reassignment of any school employee in the Feeder Area not aligned to the mutual goals of the parties' collaboration.
3. Subject to all applicable legal requirements, approve selection of all staff recommended by principals for continued or new employment.
4. Implement research based school turnaround strategies as needed.
5. Implement extended learning strategies as needed.
6. Subject to all applicable legal requirements, utilize federal, state and local dollars allocated to support the parties' work plan.
7. Subject to all applicable legal requirements, develop a comprehensive human resources strategy in conjunction with the Board's superintendent and/or his/her designees which will include strategies for recruitment, selection and compensation for employees in the Feeder Area.