



St. Louis Voices Academy of the Media Arts

SLVA March 13, 2024 Board Meeting

Published on March 11, 2024 at 6:59 PM CDT
Amended on March 13, 2024 at 7:00 PM CDT

Date and Time

Wednesday March 13, 2024 at 6:00 PM CDT

Location

St. Louis Voices Academy of Media Arts
1220 Olive St. Ste #200
St Louis, MO 63103

All board meetings will be in person.

<https://us06web.zoom.us/j/85915146951?pwd=b3c0NnNxT01rT08zMm9qcGJKTUZIZz09>

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Mission Statement			5 m
II. Actions Items			6:06 PM

	Purpose	Presenter	Time
A.	Approve February 28, 2024 meetings minutes		
B.	Discussion/Approval for Recruitment Plan Budget		5 m
C.	Approve February Monthly Financials		
III.	Board Business		6:11 PM
A.	Special Guest Speaker (Yuna Shin)		
	Topics:		
	• Board on Track Presentation		
B.	Discussion MOU (The Butler Group)		
C.	Discussion PreSchool Seats at SLLIS		5 m
IV.	Board Committee Reports		6:16 PM
A.	Finance and Facilities		5 m
B.	Development		5 m
C.	Governance		5 m
D.	School Performance		5 m
V.	Executive Director Report		
VI.	Closing Items		
A.	Adjourn Meeting	Vote	

Coversheet

Discussion/Approval for Recruitment Plan Budget

Section: II. Actions Items
Item: B. Discussion/Approval for Recruitment Plan Budget
Purpose:
Submitted by:
Related Material: SLVA Recruitment Plan 2024.pptx.pdf

ST. LOUIS 
VOICES ACADEMY

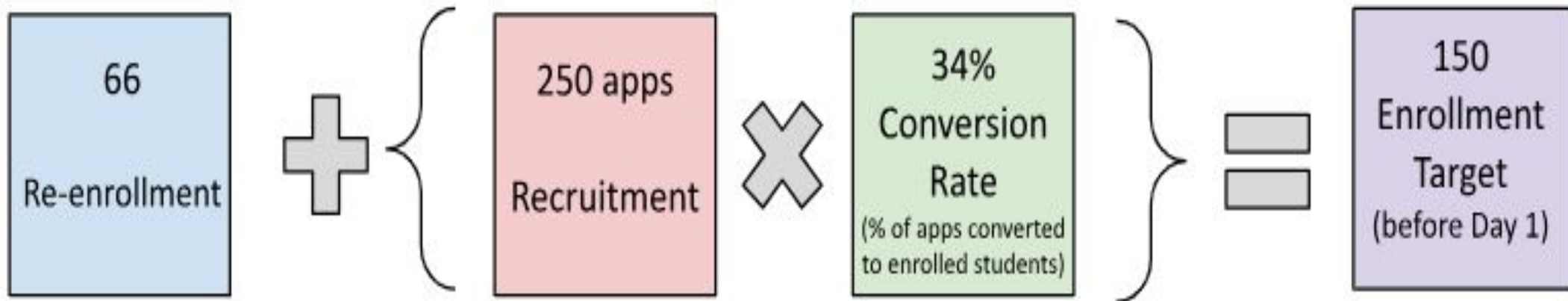
O F M E D I A A R T S

Recruitment Plan 2024-2025

Recruitment Goals



As explained more below, we anticipate that approximately **66** current Creatives will commit to re-enrolling with SLVA next year. And, we anticipate that we will be able to achieve a conversion rate of **34%** from applicant to registration verified student. Therefore, to achieve a pre-Day 1 enrollment target of **150**, we will need to bring in approximately **250 applications**. In the graphic below, these numbers have been added to the equation:



Enrollment Team Project Timeline

April Re-enrollments	May Welcome New Families & Recruit	June Welcome New Families & Recruit	July Welcome New Families & Recruit	August Meeting Enrollment Goals
<ul style="list-style-type: none"> ★ Focus on re-enrollments ★ Launch enrollment teams ★ Begin enrollment meetings ★ Begin hosting school enrolment meetings ★ Begin Welcome Calls ★ Actively Recruit ★ Weekly regional target emails 	<ul style="list-style-type: none"> ★ Launch weekly school enrollment teams ★ Create communication strategies for new Creatives ★ Weekly enrollment teams will analyze data and targets ★ Weekly data is shared School Wide ★ Welcome Calls ★ Solidify recruitment teams and preview plans for summer 	<ul style="list-style-type: none"> ★ Launch intensive recruitment School Wide ★ Weekly enrollment teams will analyze data and targets ★ Weekly data is shared regionally ★ Welcome Calls ★ Enrollment Meetings ★ Street Teams 	<ul style="list-style-type: none"> ★ Welcome Calls ★ Accept new applications ★ Launch intensive recruitment strategies ★ Street Teams ★ Parent recruitment committees ★ Weekly data is shared regionally ★ Enrollment Meetings 	<ul style="list-style-type: none"> ★ Welcome Calls ★ Reach out to parents with first day of school reminders and logistics ★ Closing enrollment numbers ★ Enrollment Meetings ★ First Day of School! ★ Leverage recruitment during ramp down to assist in enrollment
<p style="text-align: center;">Enrollment Target: 100% of re-enrollments are complete by: 04/30/2024</p>	<p style="text-align: center;">Enrollment Target: 100% of Re-enrollments are completed</p>	<p style="text-align: center;">Enrollment Target: 70% of Enrollment Targets are being met</p>	<p style="text-align: center;">Enrollment Target: : 95% of Enrollment Targets are being met</p>	<p style="text-align: center;">Enrollment Target: 100% of SLVA Students are enrolled</p>

Recruitment Strategies



Reducing No-Shows

To minimize the occurrence of students not showing up on the first day of school, the following approach should be implemented:

- Proactive Engagement Strategy - maintaining consistent communication with families from the time of enrollment until the commencement of the school year.

Connect new families with existing families

Spring & Summer Learning Activities for prospective students

Develop "Red Flag List" for unresponsive families

- Responsive Action Plan - promptly address any instances of No Shows during the initial weeks of the academic year

Connect No Shows with family contact information

Follow up call and communications with families until firm NO

Decide when to hold a spot or release for student on waitlist

Implement state/school policy for un-enrolling students

Buckets of work



Recruitment Strategies

There are three Buckets of Work we will use to personally acquire apps:

LEAD CULTIVATION	AWARENESS & EXPOSURE	TARGETED ADS
<ul style="list-style-type: none"> ● Tabling ● Open House ● Outreach ● School Tours 	<ul style="list-style-type: none"> ● Radio ● Billboards ● Movie Ads ● Videography Content ● Printed Materials ● Branded Swag (T-shirts, Stickers, miscellaneous office items) ● Banners 	<ul style="list-style-type: none"> ● Social Media <ul style="list-style-type: none"> ● Instagram ● Influencer pages ● Facebook ● DSP <ul style="list-style-type: none"> ● Hulu ● Youtube ● Email Drip Marketing <ul style="list-style-type: none"> ● Mailchimp



Recruitment Strategies

Application Goals & Timeline

April	May	June	July
25 Apps	50 Apps	75 Apps	100 Apps



RECRUITMENT & RETENTION BUDGET

Social Media Advertising	\$2,000
Print - Flyers/Brochures	\$2,000
Print - Yard Signs	\$3,500
Swag - Customized Apparel	\$2,500
Swag - Customized Pens	\$500
Swag - Promotional Items	\$1,500
Media - Photography	\$1,500
Media - Videography	\$3,500
Events - Catering	\$2,000
Events - Decorations	\$500
Events - Entertainment	\$500
TOTAL	\$20,000

Coversheet

Discussion MOU (The Butler Group)

Section: III. Board Business
Item: B. Discussion MOU (The Butler Group)
Purpose:
Submitted by:
Related Material: DRAFT_ Butler Group_SLVA Memorandum Of Understanding.pdf



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (this "MOU") was made and entered into on this March 1, 2024 ("Effective Date") by and between Monica R. Butler, The Butler Group, located at 301 N. Memorial Drive, 2nd Floor, St. Louis, MO 63102 (the "Provider") and St. Louis Voices Academy of Media Arts, located 1220 Olive St. Suite 200, St Louis, MO, 63103 (the "Customer"), both of whom are collectively known as the "Parties."

WHEREAS The Butler Group and St. Louis Voices Academy of Media Arts desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the development of St. Louis Voices Academy's media program, including but not limited to partnerships, grants, talent, curriculum, and Film Camp USA. (the "Project").

AND WHEREAS The Butler Group and St. Louis Voices Academy of Media Arts are desirous of entering into an MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

Confidentiality: The parties acknowledge that under this Agreement, each party will likely receive or be shown "Confidential Information" of the other party. The parties agree that they will not disclose any "Confidential Information" of the other party without prior written consent. "Confidential Information" includes, but is not limited to, all information marked confidential by either party as well as all intellectual property and proprietary information of the Customer; all data, research, and other information obtained from the client organization; and all data, assessments, and evaluations specific to any individual, student, school, school district, or other entity. The provisions of this paragraph shall survive the termination of this Agreement.

1. Purpose and Scope. The purpose of this MOU is to provide the framework, the scope of work, terms, and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that the Parties have agreed upon, if applicable. The obligations of the Parties will end on June 30, 2025. This scope and terms shall be extended upon mutual agreement.

As outlined below, both parties will collaborate on the project's main objective(s):

- Working closely with St. Louis Voices Academy staff, The Butler Group team will develop a comprehensive curriculum framework integrating media elements to support the media arts program and media integration across subjects.



- Assist in developing St Louis Voices Academy's staff to understand, plan for, and execute media projects as outlined in the scope of work below.
- Organize and host Film Camp USA at St. Louis Voices Academy, offering it as a summer learning opportunity tailored for SLVA students.
- Work collaboratively to source and attain grants and resources to support the project.

Scope of Work:

<p>March - April:</p>	<p>Initial planning phase for curriculum framework:</p> <ul style="list-style-type: none"> ● Weekly planning/design sessions ● Benchmarks/Reviews by March 31, 2024 ● Planning complete by April 30, 2024. <p>Deliverable(s): Media Curriculum Framework that outlines a scope and sequence to implement media elements effectively to support educational goals and enhance student experiences with media literacy and production.</p>
<p>May – June:</p>	<p>In collaboration with St. Louis Voices Academy, source and secure grants and resources to support the project.</p> <p>Plan for the execution of Film Camp USA.</p> <p>Deliverable(s): Finalized Camp Implementation Guide, including logistics, resources, and staffing.</p>
<p>June - July:</p>	<p>Work with St. Louis Voices Academy staff and The Butler Group partners to host Film Camp USA at St. Louis Voices Academy of Media Arts, 1220 Olive St., Suite 200, St. Louis, MO 63103.</p> <p>Participate in beginning-of-year PD with staff as necessary.</p> <p>Deliverable(s):</p> <ul style="list-style-type: none"> ● Short Film Projects: Collaborate with students to conceptualize, script, film, and edit short films on various themes or topics relevant to their curriculum or interests. ● Educational Workshops: Conduct interactive



	<p>workshops focusing on different aspects of film production, such as scriptwriting, camera techniques, editing, sound design, and acting.</p> <ul style="list-style-type: none"> ● Film Screening Events: Organize film screening events showcasing films created by the students.
<p>August-May:</p>	<p>Cultivate partnerships with community organizations, media professionals, and educational institutions to enhance media education opportunities for students and staff.</p> <p>Serve as a liaison between the school and media industry stakeholders, advocating for resources, funding, and opportunities to support the media education program.</p> <p>Collaborate with school leadership, administrators, and stakeholders to develop policies and procedures related to media education, technology use, and digital safety.</p> <p>Develop and oversee the implementation of a comprehensive media education curriculum aligned with state standards and the school's educational goals.</p> <p>Supervise and support media education staff, including volunteers and contractors.</p> <p>Manage the school's media production facilities, equipment, and resources, ensuring they are properly utilized and maintained.</p> <p>Coordinate media-related extracurricular activities and clubs for students, such as film clubs, media production teams, and journalism programs.</p> <p>Evaluate the effectiveness of the media education program through ongoing assessment, data analysis, and feedback from students, teachers, and parents.</p>

2. The Parties' Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement but rather an agreement between



the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

3. Cooperation. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.

The First Party (Butler Group) will use the following unique experiences and expertise to further the objectives of the Project:

- Success in the film and production industry
- Partnerships with universities and industry professionals
- Knowledge of grants and funding

The Second Party (St. Louis Voices Academy) will use the following unique experiences and expertise to further the Project's objectives:

- Educational Leadership
- Experience in educational learning objectives, instructional approaches, staff development, and school scheduling
- Educational budgeting and compliance

4. Responsibilities. The First Party shall undertake the following activities under this MOU:

- Regularly scheduled weekly meetings with St. Louis Voices Academy staff to prepare St. Louis Voices Academy to launch Film Camp in June 2024. Provide a schedule of future meetings and agendas for each meeting mentioned above.

The Second Party shall undertake the following activities under this MOU:

- Provide The Butler Group's representative(s) general access to the Student Information and other general school information as needed.
- Provide a Point of Contact for each workstream.
- Be responsible for submitting documents, contributing ideas, and completing tasks as required.

5. Resources. The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the Project.

The First Party agrees to provide the following material, financial, and labor resources regarding the Project:



- The Butler Group’s representative will provide up to 20 hours per week, including prep, planning, and consultation time.
- The Butler Group’s representative will provide bi-weekly communications to preview upcoming work and provide status updates and recommendations.
- The Butler Group’s representative will provide templates, project plans, and resources as necessary.
- The Butler Group will market St. Louis Voices Academy media programming and projects.

The Second Party agrees to provide the following material, financial, and labor resources regarding the Project:

- St. Louis Voices Academy will distribute materials, promote projects, and promote participation for students, families, and staff.
- St. Louis Voices Academy of Media Arts will allocate funds/donations received from grants and donations as outlined in the grant/donation agreement.
- St. Louis Voices Academy will disburse payments upon the receipt of grants and donations designated for the specified purpose. The disbursement process will commence promptly upon confirmation of fund availability.
- St. Louis Voices Academy will maintain transparency and accountability in handling funds, ensuring they are utilized solely for the intended purpose outlined in the grant agreements or donation terms.
- St. Louis Voices Academy will provide timely and accurate financial reports to grantors detailing the utilization of funds allocated for the specified purpose.

6. Communication Strategy. Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties. Open and transparent communication should be followed so that it does not breach any confidentiality protocols. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

7. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to resolve any dispute promptly. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated in an attempt to resolve any and all issues between the Parties.



8. Governing Law. This MOU shall be construed in accordance with the laws of the State of Missouri.

9. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

10. Amendment. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

11. Termination. This MOU may be terminated by mutual written agreement of the Parties upon thirty (30) days' notice.

This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose and Scope" section unless otherwise amended; see the attached timeline and list of objectives for the Project, if applicable.

12. Prior Memorandum Suspended. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

13. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

- Each Party will take financial and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
- Each Party agrees to indemnify, defend, and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.
- Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU. Each Party shall also obtain, maintain, and provide proof of insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.

14. Notice. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall



be deemed given if:

- I. Delivered by hand or
- II. Mailed by domestic registered or certified mail with prepaid postage after thirty (30) business days from the date postmarked.

Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that have not been returned to the sending Party.

15. Severability. Any part or provision of this MOU found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

16. Authorization and Execution. The signing of this MOU does not constitute a formal understanding, and as such, it simply intends that the Parties shall strive to reach, to the best of their abilities, the objectives stated herein.

The MOU shall be signed by the First Party's Representative, Dr. Monica Butler, Founder and CEO, and the Second Party's Representative, Dr. Hollie Russell-West, Founder and Executive Director, effective as of the date first written above.

The Butler Group
Dr. Monica Butler, Founder & CEO

Date

St. Louis Voices Academy of Media Arts
Dr. Hollie Russell-West, Founder & Executive Director

Date

Coversheet

Discussion PreSchool Seats at SLLIS

Section: III. Board Business
Item: C. Discussion PreSchool Seats at SLLIS
Purpose:
Submitted by:
Related Material: FINAL 2024-2025 Downtown Cooperative Special Education MOU (2).pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") executed this ____ day of _____, 2024, and is effective from July 1, 2024 until June 30, 2025, by and between the Lafayette Preparatory Academy Charter School, Lift for Life Academy, and St. Louis Voices Academy of Media Arts ("The Schools"), Saint Louis Language Immersion Schools ("Service Provider") and SouthSide Early Childhood Center ("SouthSide"), a duly organized non-profit organization chartered under the laws of the State of Missouri. At times in this MOU, The Schools, Service Provider and Southside may be referred to collectively as the "Parties." Beginning in the school year of 2020-21, SouthSide partnered with The Schools and the Service Provider to operate a Pre-K program at 1881 Pine Street, St. Louis, MO 63103.

WHEREAS, The Schools and the Service Provider are committed to providing students enrolled in each of their respective Local Education Agencies (LEAs) with a Free and Appropriate Public Education (FAPE) as required by law, and

WHEREAS, The Schools and the Service Provider's respective students attend the cooperative preschool program at 1881 Pine, and

WHEREAS, The Schools and the Service Provider intend to provide special education and related services to eligible students as required by the Individuals with Disabilities Education Act (IDEA), and

WHEREAS, The Schools and the Service Provider's respective students are considered a Resident I students of their respective LEAs, and

WHEREAS, The Service Provider will report The Schools' students with IEPs on its caseloads as non-resident (NR) students, and

WHEREAS, each student's IEP team will consist of a representative from the LEA in which the student is enrolled, the Pre-K classroom teacher, and appropriate representatives from the Service Provider, as well as any other team members required by law, and

WHEREAS, The Schools and the Service Provider herein desire to enter into this Memorandum of Understanding to establish the Service Provider as the provider of all evaluations for and special education services to all students enrolled in the pre-K program at 1881 Pine, and

WHEREAS, The Schools and the Service Provider herein desire to enter into this Memorandum of Understanding to establish the Service Provider as the agent for collecting Early Childhood Special Education (ECSE) funding for all services provided to The Schools and the Service Provider.

The remainder of this MOU establishes the means and methods by which the Parties intend to provide special education services to eligible Pre-Kindergarten students at the 1881 Pine (Service Provider's location).

I. RESPONSIBILITIES OF SouthSide

- A. In partnership with The Schools and Service Provider, support pre-Kindergarten special education and related services for students enrolled in the pre-K program at 1881 Pine.
- B. Make referrals, as necessary, to the School (LEA) in which the student is enrolled. (As seen in IIB).
- C. Participate in the IEP team process.
- D. Coordinate instruction for students in any part of the special education process (from referral to service) with the Service Provider and The Schools.
- E. Submit necessary information/data to the IEP team regarding students' progress on IEP goals.
- F. Submit necessary information/data to the Schools and Service Provider to support compliance and monitoring of the special education programs.
- G. Notify the Schools if the Service Provider is not providing the necessary services, as outlined in the IEP.
- H. Comply with applicable Federal and State laws and regulations in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act, FERPA, and all rules and regulations promulgated by DESE.

II. RESPONSIBILITIES OF THE SCHOOLS and SERVICE PROVIDER

- A. In partnership with SouthSide, support pre-Kindergarten special education services for students enrolled in the pre-K program at 1881 Pine.
- B. Send referrals received from SouthSide, parents, or by own determination, to the Service Provider.
- C. Participate in the IEP team process (from referral to service).

- D. Submit necessary information/data to the IEP team regarding students' progress on IEP goals.
- E. Comply with applicable Federal and State laws and regulations in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act, FERPA, and all rules and regulations promulgated by DESE.
- F. Monitor and review all documents, services, and processes to ensure compliance in all areas.
- G. Partner with SouthSide and the Service Provider to remedy any areas of noncompliance.
- H. Submit any and all reports related to compliance requirements (i.e. tiered monitoring) for one's LEA to the appropriate entity (i.e. DESE).
- I. Assist the Service Provider's efforts to collect ECSE funding by providing information and/or records to assist with efforts to collect funding.

RESPONSIBILITIES OF SERVICE PROVIDER

- J. Employ and supervise appropriately certified teachers/providers for all special education and related services as outlined in the IEPs of students enrolled in the pre-K program at 1881 Pine.
- K. Work in partnership with the Schools and SouthSide to provide appropriate identification, evaluation, and placement for eligible students as required by the IDEA, Section 504 of the Rehabilitation Act of 1973, and Missouri State Plan for Special Education.
- L. Conduct initial evaluations and re-evaluations in accordance with law.
- M. Review and revise Students' IEPs in collaboration with the appropriate IEP team and in accordance with law.
- N. Provide special education and related services, including but not limited to Speech, Occupational Therapy, and Physical Therapy, to eligible students, as determined necessary by the IEP Team.
- O. Pursue funding of ECSE for provided special education services.
- P. Submit necessary information/data to the Schools to support compliance and monitoring of the special education program.
- Q. Develop and communicate protocols for students and parents, with relation to special education and related services. Communicate these protocols as appropriate to Schools, staff and parents.

III. TERMS AND TERMINATION OF AGREEMENT

- A. This Agreement will remain in effect from July 1, 2024, through June 30, 2025 (“Term”), and shall be subject to renewal by the Parties for additional one-year terms as agreed on an annual basis.
- B. Starting on the date of this Agreement execution, and at all times thereafter this Agreement may be terminated by either Party hereto upon thirty (30) days advance written notice to the other Party. Upon notice of such termination, neither Party, however, shall be relieved from performing the covenants herein contained during such thirty (30) day period.
- C. Should one of The Schools terminate this agreement as outlined in III.B, the terminating School shall be responsible for all services related to special education, indemnifying the Service Provider from all claims of failure to provide special education services.

IV. EMPLOYMENT VERIFICATION

- A. Prior to commencement of the Agreement effective date of July 1, 2024, the Service Provider shall provide to the Schools a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. The Service Provider shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided under this Agreement.

V. PRIVACY AND CONFIDENTIALITY

- A. The Parties, as covered entities, are required by Federal laws, including the HIPAA Privacy Rule and Security Rule, and by applicable State laws to maintain the privacy and confidentiality of protected health information of students. The Parties shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to the respective Schools, Service Provider and SouthSide. The current “Notice of Privacy Practices” shall be posted on the SouthSide web site.

VI. GENERAL PROVISIONS

- A. Compliance with Laws and Policies. SouthSide, The Schools and Service Provider agree that they will comply with the applicable provisions to this

Agreement of the following regulations and laws: Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g) and with the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973, along with their implementing state and federal regulations. To the extent permitted by applicable law, the Service Provider further agrees it will indemnify and hold The Schools, SouthSide and their agents, employees and successors harmless from any claims asserted against The Schools and SouthSide arising out of Service Providers's violation of FERPA, IDEA or Section 504 and their state and federal regulations, including for any costs and reasonable attorneys' fees incurred by The Schools and/or Southside in defending such claims. A violation of any of the laws or regulations contained in this Section VII(a) by the Service Provider will not be considered, interpreted or construed in any way as a violation by, or on behalf of, The Schools and SouthSide. While performing services under this Agreement, the parties agree to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.

- B. The Service Provider shall procure and maintain continuously in force a policy of insurance covering all of its activities under this MOU. This insurance shall include Comprehensive General Liability in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injuries. The Service Provider shall have Professional Errors & Omissions Coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Abuse and Molestation Coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. The aggregate limits for Comprehensive General Liability, Professional Errors & Omissions Coverage, and Abuse and Molestation Coverage shall be not less than Three Million Dollars (\$3,000,000). These coverages shall include all of the Service Provider activities occurring during its program or within the premises whether the activities are performed by employees or agents under contract to the Service Provider. Such policy of insurance shall add the Schools and SouthSide as additional insureds and shall contain a condition that the policy may not be canceled without thirty (30) days written notice to the Schools and SouthSide.

Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, or official immunity or the public duty doctrine, available to the Service Provider or to the Schools. The Service Provider and the

Schools hereby expressly reserve all immunities available under federal or Missouri law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or any other immunity available under federal or Missouri law.

- C. Further, any insurance purchased by the Service Provider is not intended to act as a waiver, nor is it a waiver of any defense available to the School and its employees by statute or at common law.
- D. Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.
- E. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.
- F. Caption and Headings: The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.
- G. Waiver: Failure by The Schools, Service Provider, SouthSide, or any combination of the three to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by The Schools, Service Provider and SouthSide.
- H. Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations, warranties, covenants, and Agreements between the Parties and upon which the Parties have relied.

All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.

- I. Amendment: This Agreement may be amended at any time in writing between The Schools, Service Provider and SouthSide.
- J. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Missouri.
- K. Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of St. Louis City, Missouri, or the United States District Court for the Eastern District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.
- L. Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.
- M. Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- N. Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:
 - 1. SOUTHSIDE EARLY CHILDHOOD CENTER: 2101 S Jefferson Ave, St. Louis, MO 63104
 - 2. ST. LOUIS LANGUAGE IMMERSION SCHOOL: 1881 Pine Street, St. Louis, MO, 63103
 - 3. ST. LOUIS VOICES ACADEMY OF MEDIA ARTS: 1220 Olive St Suite 200, St. Louis, MO 63103
 - 4. LIFT FOR LIFE ACADEMY: 1920 S 7th St, St. Louis, MO 63104
 - 5. LAFAYETTE PREPARATORY ACADEMY: 1900 Lafayette Ave, St. Louis, MO, 63104

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth below.

