

CHARTER AGREEMENT

THIS CHARTER RENEWAL AGREEMENT, made this 10th day of September 2015, by and between The School Board of the County of Albemarle, Virginia (hereinafter called "Board"), and The Community Public Charter School (hereinafter called "CPCS") and collectively referred to as "The Parties" in this Charter Agreement (the "Agreement").

ACKNOWLEDGEMENTS

WHEREAS, the Board believes in offering and supporting educational systems designed to provide success for every student, delivered through a variety of innovative programs designed to meet the needs of a diverse student body; and

WHEREAS, the Virginia General Assembly has enacted Article 1.2 of Title 22.1 of the Virginia Code to authorize local school boards to establish Charter Schools; and

WHEREAS, pursuant to state law, the Board is authorized to approve and issue a Charter to establish and operate a Charter school; and

WHEREAS, the Board has approved the renewal application (hereinafter referred to as "Application") of CPCS to operate a public charter school.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows:

1. ESTABLISHMENT OF SCHOOL AND CHARTER

- A. CHARTER: A Charter is hereby renewed, authorized, and granted to CPCS on behalf of and solely for the benefit of the CPCS which, pursuant thereto, will be authorized to establish, organize and operate a school (CPCS) in accordance with Article 1.2 and Title 22.1 of the Code of Virginia and the terms and conditions of the Charter.
- B. TERM: Pursuant to the actions of the Board on September 10, 2015, the term of the Charter shall be for a five-year term (September 10, 2015 - September 9, 2020).
- C. RENEWAL: Prior to the expiration of the Charter, CPCS may request renewal of the Charter by the Board. For CPCS to remain in operation, CPCS must demonstrate to the satisfaction of the Board that it is able to meet the needs of their students, maintain a high degree of parent involvement and student enrollment and otherwise remain accountable under the terms of the Charter.
- D. REVOCATION: The Board may revoke the CPCS Charter prior to the expiration of the term for any reason. Reasons for revocation by the Board include, but are not limited to:

1. The school has not fulfilled a condition imposed by the Board in connection with the granting of the charter.
2. The school has violated any provisions of the Agreement, Board policy or state law from which CPCS is not exempted.
3. The fiscal condition of the school is not economically sound.
4. The academic or educational condition of the school is deficient.
5. The School Division or school facility can no longer support the needs of the educational program.

The decision to revoke the Charter shall remain within the sole discretion of the Board throughout the term of this Agreement.

- E. PROBATION: In addition to the authority conferred by section 1(D) above, the Board reserves the right to place CPCS on probation to allow the implementation of a remedial plan agreed to by the parties. In the event that the Board and CPCS are unable to agree on the terms and conditions of a remedial plan, the Board shall have the right to revoke the Charter or take other appropriate action with respect to the school as it sees fit, in its sole discretion.
- F. TERMS AND CONDITIONS OF APPLICATION: The parties hereto expressly agree that the Application (a copy of which is attached hereto and incorporated herein) sets forth the overall goals, standards and general operational policies of CPCS, and that the Application is not a complete statement of each detail of the operation of CPCS. To the extent that CPCS desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, CPCS shall request permission from the Board for a waiver to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by law, Board Policy, or the Charter, and (ii) are not materially different from those set forth in the Charter. The Board in its sole discretion shall decide whether to grant any waiver(s) requested by CPCS.

2. OPERATION OF THE SCHOOL

- A. MISSION: The mission of the Community Public Charter School is to provide an innovative learning environment, using the arts, to help children in grades six through eight balance individual strengths and developmental needs to develop the whole child intellectually, emotionally, physically, and socially. With Choice Theory as our philosophical base, we strive to help students gain more responsibility for their social-

emotional lives and in their academics. Seeking to serve students at risk of not succeeding in school, we foster the knowledge, skills, and habits of mind necessary to close student achievement gaps in math and reading literacy and provide a community of engaged learners and participatory citizens.

- B. VISION: Shall be as outlined in the Application.
- C. AGE, GRADES & ENROLLMENT: CPCS shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Application.
- D. ADMISSION: The terms of admission to CPCS will be as follows:
 - 1. Admission to CPCS will be open on a random selection basis (lottery) to all students residing in Albemarle County eligible for sixth through eighth grade on a space available basis.
 - 2. Admission will not be denied to any students based on discriminatory factors such as race, gender, national origin, ethnicity, religious preference, socio-economic conditions or disability.
 - 3. A random selection process (lottery) jointly conducted by CPCS and the Albemarle County School Division will be used if the number of qualified applicants exceeds the predetermined student capacity in any traditional grade level. CPCS uses a gender balanced tailored admissions process. Given the characteristics for admissions, students who are a good match for CPCS are typically male. In order to balance classes and give students an opportunity to participate in a non-gender based environment, CPCS encourages female applicants and weights their chances in the lottery when applicable. Siblings of enrolled families are given priority in the admissions process.
 - 4. A waiting list shall be established if adequate space is not available to accommodate all students whose parents have requested to be entered in the lottery process. A gender balanced tailored admissions process is used in waiting list admissions if necessary.
- E. CURRICULUM: The curriculum established by CPCS shall be consistent with that set forth in the Application.
 - 1. CPCS shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Application to

no longer be in operation. The approved curricula shall not be abandoned or substantially modified, and additional curricula shall not be adopted or implemented, without the prior written approval of the Board.

2. Curriculum development will be aligned with the standards and framework of the Albemarle County Public Schools and the Standards of Learning established by the Virginia Department of Education. CPCS will follow the Quality School model established by Dr. William Glasser.
3. The students of CPCS will meet or exceed the goals identified by the Albemarle County Public Schools for middle school students as set forth in the Application.
4. The methods by which student academic achievement will be monitored are summarized in the Application. It is the responsibility of CPCS to prepare the students to be proficient on the Virginia Standards of Learning (SOL) tests as well as other standardized assessments administered by Albemarle County Public Schools. Charter School proficiency percentages, at the assessed grade levels, will meet or exceed Albemarle County proficiency percentages at the corresponding grade levels on all of these assessments.

F. LENGTH OF THE DAY: The length of the student day will be substantially similar to other Albemarle County Public Schools and must meet minimum state requirements. In the event that CPCS determines that it is necessary to extend the school day and/or school year in order to accomplish the mission of the school, CPCS must (1) secure funding to operate on an extended basis and (2) request and receive permission from the Superintendent/designee to do so

G. SPECIAL POPULATIONS: CPCS will operate and be recognized as a public school within Albemarle County Public Schools for all purposes, including special education. CPCS will be responsible for ensuring that students with disabilities receive the services delineated in either their Individualized Education Program or Section 504 plans. The staff of CPCS will comply with the laws governing the education of children with disabilities and Albemarle County Public Schools Special Education Policies and Procedures in matters which include, but are not limited to child find activities, special education evaluations and eligibility criteria and the development of individualized educational programs for students who qualify for special services. In addition, CPCS will also ensure compliance with the laws and regulations regarding employee licensure and certification requirements pertaining to students with disabilities (e.g., Elementary and Secondary Education Act, No Child Left Behind Act, Virginia Board of Licensure). The Albemarle County Public Schools will be responsible for calculating the special education staffing needs of CPCS using the formula outlined in the Regulations Governing Special Education Programs for Children with Disabilities in Virginia. The staffing allocation will be calculated and communicated in the same manner and schedule

as the other public schools in Albemarle County. CPCS will be responsible, consistent with the policies, procedures and practices in Albemarle County Public Schools, with making recommendations for hiring special education staff, subject to approval by the School Board. CPCS will attempt to utilize school-based resources to provide the accommodations identified in the eligible students' Individualized Education Plans or Section 504 Plans before requesting additional resources from the Albemarle County Department of Special Education. CPCS will be responsible for designating a Special Education Lead Teacher, Section 504 Coordinator and School-Based Intervention Chairperson. CPCS will be responsible for providing the necessary data and documentation required by the Albemarle County Department of Special Education in order for Albemarle County Public Schools to fulfill its responsibilities to complete accurate and timely federal, state and local reports. CPCS will not discriminate against any employee or student applicant based on disability.

H. FACILITIES: CPCS shall at all times ensure that the facility in which CPCS is located will support the needs of the educational program of the school. A formal Memorandum of Understanding (MOU) will be established between the Board and CPCS on a biennial basis to determine the facilities location for CPCS.

1. The Board and CPCS agree that, for the first year of this Charter renewal term, CPCS will be housed at Murray High School in space allocated by the Board. The Board will not charge an additional fee to CPCS for the use of the agreed-upon Murray High School space for the purposes authorized in the Charter.
2. The Board will make its best effort possible to provide appropriate and reasonable space for CPCS. Conditions of notifying the SMT regarding a change or reduction in space in Board-owned property will be outlined in the biennial MOU. The Board will support the logistics of any move to another Board-owned property.
3. CPCS shall be responsible for all costs associated with the construction, maintenance and upkeep for the space to be used for the education of students enrolled in CPCS. A portion of CPCS per pupil allocation may be used to pay for the cost of the facility.
4. CPCS may not locate CPCS in a non-Albemarle County School Board-owned facility without the prior written consent of the Board. If such consent is granted, the building must adhere to local and state building codes and regulations. Policies and regulations related to health and safety cannot be waived.
5. CPCS will provide evidence of appropriate property and casualty insurance if CPCS is located in a non-Albemarle County School Board owned facility.
6. CPCS agrees that it will utilize the grant funds received by it to defray the costs associated with the provision of space for the school to the maximum extent

permitted under the conditions of the grant.

- I. TRANSPORTATION OF STUDENTS: Transportation shall be the responsibility of CPCS except for those students who live along an established route that passes CPCS. CPCS reserves the right to request that the Board consider changes to existing practice.
- J. STUDENT RECORDS: CPCS will use the Board's established procedures for student record keeping, including electronic student attendance, and will follow all Board regulations regarding attendance requirements, withdrawals, etc. CPCS shall use Albemarle County Public Schools' student records and other student forms to maintain consistency throughout the School Division,
- K. REGULATIONS/LEGAL: CPCS shall comply with the provisions of state and federal law and regulations governing other Albemarle County Public Schools.
- L. PERSONNEL: It is the intention of CPCS and the Board to confer on the hiring of all CPCS personnel. All teachers and administrators of CPCS will meet state and Board requirements for certification. CPCS staff shall be observed and evaluated consistent with state law and Board policies and procedures. The Division Superintendent/designee will evaluate the Principal Educator/Director and the Principal Educator will evaluate the teachers and support staff in accordance with Board policies and procedures.

Given the nature of CPCS's unique student body, personnel must be able to carry out the tasks of working with students with behavioral risks and challenging school engagement issues. CPCS will use an in-depth process for matching teachers with the school's openings including the following steps:

1. Utilizing the Albemarle County Public Schools RIF/diversity pool;
2. Advertise openings if there is a need;
3. Meet with potential teachers;
4. Teacher visits for one full day if possible;
5. Teacher carries out a lesson with at least two groups of students when possible;
6. Teacher meets with faculty; and
7. Recommendation made to Human Resources for hiring.

All hiring decisions for CPCS will be made in collaboration with the School Management Team including administrators, teachers, and support personnel.

3. BOARD

- A. DEFINITION: The Board is the chartering authority which has authorized CPCS to establish and operate CPCS.
- B. DUTIES AND RESPONSIBILITIES: Duties and responsibilities include, but are not limited to the following:
 - 1. Evaluates CPCS performance and compliance with charter.
 - 2. Determines on an annual basis the allocation for CPCS.
 - 3. Ensures annual funding is available to CPCS not later than July 1 of any given fiscal year for the term of this agreement, subject to annual appropriations.
 - 4. Evaluates and acts upon any proposed amendments to this charter.
 - 5. Evaluates and acts upon Charter renewal prior to the expiration of the five-year term.

4. CPCS

- A. DUTIES AND RESPONSIBILITIES: Duties and responsibilities include, but are not limited to the following:
 - 1. Defines mission, vision, and goals for CPCS.
 - 2. Submits Charter application to Board for approval.
 - 3. Functions as the operator of CPCS and the legal entity entering into this Agreement with the Board.
 - 4. Approves Charter amendments, waivers, and annual budgets proposed by the CPCS Management Committee and submits them to the Board for approval/negotiation.
 - 5. Negotiates terms and use of facilities and any independent contracts, subject to approval by the Board.
 - 6. Approves Annual Report and audit for submission to the Board.
- B. OPERATION: CPCS shall operate in accordance with the Application, this Agreement and all applicable laws and regulations. The Principal Educator/Director will be responsible for the day-to-day operational decisions of CPCS. The

Superintendent/Designee shall provide assistance to the Principal Educator/Director in day-to-day operational decisions upon request.

5. CPCS MANAGEMENT COMMITTEE

- A. DEFINITION: There shall be constituted a standing committee of CPCS termed the Management Team (hereinafter “MT”). The MT shall be the policy-making body of CPCS and shall function as the school improvement team. The MT shall be organized and run by CPCS as specified by the Board.
- B. DUTIES AND RESPONSIBILITIES: Duties and responsibilities of the MT include, but are not limited to, the following:
1. Carries responsibility for CPCS policy decisions and monitors the operational decisions of the Principal Educator/Director.
 2. Determines, monitors and assures compliance with CPCS and applicable Albemarle County Public School policies (e.g. discipline, school calendar, length of instructional day, extracurricular activities).
 3. Determines staffing levels and position descriptions for CPCS.
 4. Determines annual budget for CPCS, based on academic needs and goals, and provides financial reports to the Board through the MT Treasurer.
 5. Determines curriculum and monitors its implementation.
 6. Submits Annual Report and audit to the Board.
 7. Proposes amendments to the Charter and presents them to CPCS for approval and submission to the Board.
 8. Appoints committees to support school operations and receives regular committee reports.
 9. Develops a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students.
 10. Provides input to the Superintendent/designee for evaluation of Principal Educator.
 11. Provides input to Principal Educator/Director for evaluation of faculty.

- C. COMPOSITION: The MT consists of the CPCS Director, a CPCS teacher, three parents of students attending CPCS, two community leaders, the CPCS principal, and the two founders of CPCS.

6. FISCAL MATTERS AND SERVICES

- A. FUNDING: In accordance with state law and Board policy, the Board shall disburse funding to CPCS funding to support its operations. CPCS will seek and receive other funds through local, state or federal government sources and/or from private sources. Any non-Board funds received by CPCS to support its operations will be turned over to the Board for appropriation to CPCS in accordance with standard operating procedures applicable to donations to the School Division. Barring extenuating circumstances, the Board will seek to provide funding to CPCS based upon the following considerations, unless financial or other considerations dictate otherwise. A formal Memorandum of Understanding (MOU) will be established between the Board and CPCS on a biennial basis to determine the exact funding to CPCS.:
 1. Staffing FTEs based on the Division's current staffing formula for middle schools.
 2. Operational costs (excluding personnel) based on the current average Division allocation for middle school students.
 3. Instructional resource funds (textbooks and other instructional materials approved by the School Board) based on the current Division allocation for middle school students.
- B. ENROLLMENT: Funding will be allocated on projected enrollment as defined in the Application. If actual enrollment varies from such projections, fiscal allocation adjustments to reflect actual enrollment will occur as part of the following fiscal year's budget.
- C. ACCOUNTING: CPCS' financial system of accountability for funds received from the Board will comply with established Board fiscal procedures. GAAP standards will be used by CPCS and the Board to track resources and for all audits.

7. MISCELLANEOUS

- A. WAIVER: No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.
- B. DISPUTES: The parties agree that any disputes that arise in the interpretation or implementation of this Agreement will be presented to the Division

Superintendent/designee, and then, if resolution has not occurred, to the Board for final consideration. The Board shall determine in its sole discretion whether to convene a hearing to consider the dispute or whether to consider the dispute based upon the written record only. The Board's decision regarding any disputes that arise under this Agreement shall be final.

- C. MODIFICATION: This Agreement can only be modified by a formal written instrument and not by an act of the parties.
- D. DISCLOSURE: The parties hereby expressly certify that each party has had the opportunity for advice of counsel in the execution of this Agreement. No representation of fact have been made by either party to the other except as herein expressly set forth; and this Agreement contains the entire understanding of the parties. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein.
- E. SEVERANCE CLAUSE: If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
- F. CONSTRUCTION: This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. Any litigation arising from this Agreement shall be heard exclusively in the Albemarle County Circuit Court. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted against one party or the other.
- G. NONAPPROPRIATION: This Agreement is subject to annual budget approval by the Board and annual appropriation of funds by the Albemarle County Board of Supervisors. In the event either Board fails to budget or appropriate funds necessary to support CPCS, this Agreement shall be deemed cancelled, with no liability to the Board, and of no effect. Notice of such cancellation will be given to CPCS within thirty (30) days of a nonfunding or nonappropriation decision. However, the failure of the Board to provide such notice shall not invalidate any nonfunding or nonappropriation decision.
- H. TITLES: The titles of each section and subsection are for clarity and organizational purposes only and are not to be considered to have legal effect.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

FOR CPCS:

SANDRA RICHARDSON

Date: _____

ROBERTA SNOW

Date: _____

FOR ALBEMARLE COUNTY PUBLIC SCHOOLS:



Chair, Albemarle County School Board

Date: 9/18/15