

1 EDUCATION AND WORKFORCE DEVELOPMENT CABINET

2 Kentucky Board of Education

3 Department of Education

4 (New Administrative Regulation)

5 701 KAR 8:020. Evaluation of charter school authorizers.

6 RELATES TO: KRS 160.1590, 160.1591, 160.1592, 160.1593, 160.1594, 160.1595, 160.1596,

7 160.1597, 160.1598, 160.1599, 161.141

8 STATUTORY AUTHORITY: KRS 160.1596

9 NECESSITY, FUNCTION, AND CONFORMITY: KRS 160.1596 requires the Kentucky Board
10 of Education to promulgate an administrative regulation to establish the process to be used to
11 evaluate the performance of a charter school authorizer, based upon the requirements of KRS
12 160.1590 to 160.1599 and 161.141, and the actions to be taken in response to failures in
13 performance.

14 Section 1. Definitions.

15 **(1) “Academically behind” means at risk of academic failure.**

16 **(2) “Achievement gap” is defined in KRS 160.1590(2) and means the same as in KRS**
17 **158.649.**

18 **(3) “Adult student” means a student who is eighteen (18) years or older who is still eligible**
19 **for enrollment and attendance at a school program pursuant to KRS 158.030 and 158.100.**

20 **(4) “Applicant” is defined in KRS 160.1590(3).**

21 **(5) “Areas of exceptionality” means categories of disabilities of students with special**

1 needs.

2 (6) “At risk” means at risk of academic failure.

3 (7) “At risk of academic failure” means:

4 (a) Attendance at a school identified pursuant to KRS 160.346(2) for targeted support or
5 intervention;

6 (b) Attendance at a school identified pursuant to KRS 160.346(3) for comprehensive
7 support and improvement;

8 (c) Current achievement two (2) or more grade levels below the student’s age group;

9 (d) Demonstration of poor academic skills, such as failure of two (2) or more subjects in
10 two (2) of the past four (4) school years;

11 (e) Consistent absence or tardy and absence twenty-five (25) or more unexcused days in
12 the last two (2) school years and an overall grade point average below a C;

13 (f) Suspension (in-school suspension or home suspension) two (2) or more times during the
14 past school year and an overall grade point average below a C;

15 (g) Family history of dropping out or lack of family support for the student in the
16 completion of school;

17 (h) Little or no participation in school cocurricular or extracurricular programs;

18 (i) Below grade level in reading or math skills;

19 (j) Indication of being socially isolated; or

20 (k) An applicant’s definition for this term in its authorizer approved charter application,
21 pursuant to KRS 160.1594(2).

22 (8) “Authorizer” or “public charter school authorizer” is defined in KRS 160.1590(13).

23 (9) “Authorizer’s board of directors” means:

- 1 (a) The board of education for the local school district for an authorizer described in KRS
2 160.1590 (13)(a); and
- 3 (b) The boards of education that have collaborated to set up a regional public charter school
4 for an authorizer described in KRS 160.1590(13)(b).
- 5 **(10) “Bilingual students” means students who are fluent in English and a foreign language.**
- 6 **(11) “Charter” means charter contract.**
- 7 **(12) “Charter application” is defined in KRS 160.1590(4).**
- 8 **(13) “Charter contract” or “contract” is defined in KRS 160.1590(5).**
- 9 **(14) “Charter school” or “Public charter school” is defined in KRS 160.1590(12).**
- 10 **(15) “Charter school board of directors” is defined in KRS 160.1590(6).**
- 11 **(16) “Cocurricular programs” means school programs which have activities that are**
12 **unequivocally instructional in nature, directly related to the instructional program, and**
13 **scheduled to minimize absences from classroom instruction.**
- 14 **(17) “Comprehensive learning experiences” or “Expanded learning opportunities” means**
15 **daily, rigorous learning experiences that build on a student’s talents, challenge the student’s**
16 **skills and understandings, and develop the student’s ability to reason, problem solve,**
17 **collaborate, and communicate to prepare the student for success in postsecondary.**
- 18 **(18) “Conversion public charter school” or “conversion charter school” is defined in KRS**
19 **160.1590(7).**
- 20 **(19) “Days” means calendar days and shall be calculated pursuant to KRS 446.030.**
- 21 **(20) “Education service provider” is defined in KRS 160.1590(8).**
- 22 **(21) “Emancipated youth” means a student under the age of eighteen (18) who is or has**
23 **been married or has by court order or otherwise been freed from the care, custody, and**

- 1 control of the student's parents.
- 2 **(22) "Enrollment preference" means the priority of the student application from students**
3 **identified in KRS 160.1591(5).**
- 4 **(23) "Extracurricular programs" means voluntary programs that are offered by a school**
5 **but are not part of the required school program.**
- 6 **(24) "Fiscal year" is defined in KRS 160.450.**
- 7 **(25) "Foreign entity" is defined in KRS 14A.1-070(10).**
- 8 **(26) "Gifted" means a "gifted and talented student" as defined in KRS 157.200(1)(n).**
- 9 **(27) "Governing board of the authorizer" means the authorizer's board of directors.**
- 10 **(28) "Governing body of the authorizer" means the authorizer's board of directors.**
- 11 **(29) "Grade" or "Grade Level" means a single elementary, middle, or high school grade**
12 **of school.**
- 13 **(30) "Knowingly" means that a person knew that in authorizing, ordering, or carrying out**
14 **an act or omission that the act or omission constituted a violation of a statute or**
15 **administrative regulation.**
- 16 **(31) "Local school district" is defined in KRS 160.1590(10).**
- 17 **(32) "Parent" is defined in KRS 160.1590(11).**
- 18 **(33) "Persistently low-achieving public schools" or "Persistently low-achieving**
19 **noncharter public schools" means noncharter schools identified for comprehensive support**
20 **and improvement pursuant to KRS 160.346.**
- 21 **(34) "Person with custody or charge" means any adult, pursuant to KRS 159.010, who falls**
22 **within the definition of KRS 387.010(2) for interested person or entity and with whom the student**
23 **resides.**

- 1 **(35) “Primary enrollment preference” means any enrollment preference other than a**
2 **secondary enrollment preference.**
- 3 **(36) “Regional achievement academy” is defined in KRS 160.1590(15).**
- 4 **(37) “Regional achievement zone” is defined in KRS 160.1590(16).**
- 5 **(38) “School level” or “Level” or “Educational level” means the configuration of grade**
6 **levels that form elementary, middle, and high schools.**
- 7 **(39) “Secondary enrollment preference” means the priority of a resident student**
8 **application for enrollment in a public charter school, after acceptance of all the student**
9 **applications with primary enrollment preference, if the public charter school’s capacity has**
10 **not been exceeded.**
- 11 **(40) “Start-up public charter school” is defined in KRS 160.1590(17).**
- 12 **(41) “Student” is defined in KRS 160.1590(19) and includes any person who is entitled to**
13 **enrollment and attendance at a school program as provided in KRS 158.030 and 158.100.**
- 14 **(42) “Student attendance day” is defined in KRS 158.070(1)(e).**
- 15 **(43) “Students with special needs” or “Special needs students” means:**
- 16 **(a) Exceptional children and youth students, as defined in KRS 157.200, who are eligible**
17 **pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. secs. 1400 et seq. for**
18 **an individual education plan, as described in KRS 157.196, or an individual education**
19 **program, as described in KRS 158.281; and**
- 20 **(b) Students who are eligible for services under Section 504 of the Rehabilitation Act of**
21 **1973, as amended, 29 U.S.C. sec. 794, to prevent substantial limitation of one or more major**
22 **life activities.**
- 23 **(44) “Substantial hardship” means a significant, unique, and demonstrable economic,**

1 technological, legal, or other impact on a local school district which impairs its ability to continue
2 to successfully meet the requirements of educational programs or services ~~for~~ its students.

3 **(45) “Superintendent” means the local school district employee tasked with the duties**
4 **described in KRS 160.370.**

5 **(46) “Traditionally underperforming” means at risk of academic failure.**

6 **(47) “Unilateral imposition of conditions” means the authorizer has placed conditions or**
7 **requirements that are not required by KRS 160.1590 to 160.1599, 161.141, or 701 KAR**

8 **Chapter 8:**

9 **(a) On the applicant in the authorizer’s formal action approving the charter application;**

10 **or**

11 **(b) On the charter school in the charter contract or an amendment.**

12 **(48) “Unilaterally imposed conditions” or “Unilateral conditions” or “Conditions**
13 **unilaterally imposed” means conditions or requirements not required by KRS 160.1590 to**
14 **160.1599, 161.141, or 701 KAR Chapter 8 that the authorizer places:**

15 **(a) On the applicant in the authorizer’s formal action approving the charter application;**

16 **or**

17 **(b) On the charter school in the charter contract or an amendment.**

18 **(49) “Year” or “Academic year” or “School year” means school year as defined in KRS**
19 **158.050.**

20 Section 2. Policies and Procedures. (1) Pursuant to KRS 160.1594, an authorizer shall create
21 policies and procedures governing the authorizer’s performance of its duties under KRS 160.1590
22 to 160.1599, ~~and~~ 161.141, and 701 KAR Chapter 8 and include in its policies and procedures:

23 (a) The authorizer’s strategic vision for chartering, including a clear statement of any

1 preference for a charter application that demonstrates the intent, capacity, and capability to provide
2 comprehensive learning experiences or expanded learning opportunities to students identified
3 in KRS 160.1594(2) or KRS 160.1592(19);

4 (b) Identification of any charter application preferences ~~of that~~ the authorizer pursuant to KRS
5 160.1595(2);

6 (c) Information on the authorizer's performance contracting requirements;

7 1. Including academic, financial, and operational measures, and the performance
8 frameworks, with which the authorizer shall evaluate the charter school's performance under the
9 charter contract, that the authorizer has developed for public charter school oversight and
10 evaluation, in accordance with KRS 160.1594 and 701 KAR Chapter 8; and

11 2. Including requirements for executing a contract with a charter school board of
12 directors that articulates:

13 a. The rights and responsibilities of each party regarding school autonomy;

14 b. Funding;

15 c. Administration and oversight;

16 d. Outcomes;

17 e. Measures for evaluating success or failure;

18 f. Performance consequences; and

19 g. Other material terms;

20 (d) The evidence the authorizer shall require, the evaluation the authorizer shall conduct
21 using the performance framework, and other aspects of the authorizer's ongoing monitoring of
22 the charter school including:

23 1. Ensuring a charter school's legally entitled autonomy;

- 1 2. Protecting student rights;
- 2 3. Informing intervention, revocation, and renewal decisions; and
- 3 4. Providing annual reports as required by KRS 160.1597(5);
- 4 (e) The requirements for reporting to the public;
- 5 (f) The authorizer's authority to intervene in charter schools, when and if necessary;
- 6 (g) Guidelines concerning the format and content essential for an applicant to demonstrate the
7 capacities necessary to establish and operate a public charter school, pursuant to KRS 160.1590 to
8 160.1599, and 161.141, and 701 KAR Chapter 8;
- 9 (h) The timeline for submission, review, decision, and appeal ~~for a~~ of the charter application
10 ~~decision~~, and a request for renewal. An authorizer described in KRS 160.1590(13)(c) and (d) shall
11 consult with the superintendent of the resident local school district when planning this timeline;
- 12 (i) A template of the assurances an authorizer shall require in a charter contract;
- 13 (j) The following evidence sufficiency requirements for the charter application:
 - 14 1. The charter school board of directors' ability to meet the financial solvency and
15 sustainability demands of their proposed budget;
 - 16 2. Competent and timely charter school start-up and operation;
 - 17 3. Foreseen and unforeseen closure; and
 - 18 4. All debts and obligations during each fiscal year of the charter contract and during the
19 entire contract term;
- 20 (k) The financial transparency requirements that will apply to a charter school, including
21 specific provisions regarding publication on the authorizer's website and the charter school's
22 website;
- 23 (l) The charter school closure protocol and requirements;

1 (m) A description of the authorizer’s organizational capacity, including its commitment of
2 human and financial resources necessary to conduct authorizing duties effectively and efficiently;

3 (n) The authorizer’s requirements for solicitation and evaluation of a charter application,
4 including its implementation of a comprehensive application process that includes use of the
5 Kentucky Charter School Application and Addendum, ~~incorporated by reference~~, and rigorous
6 criteria, and **approval of grants** a charter **application** only to an applicant that demonstrates a
7 strong capacity to establish and operate a charter school;

8 ~~(o) The authorizer’s requirements for performance contracting, including requirements for
9 executing a contract with a charter school board of directors that articulates:~~

10 ~~1. The rights and responsibilities of each party regarding school autonomy;~~

11 ~~2. Funding~~

12 ~~3. Administration and oversight;~~

13 ~~4. Outcomes;~~

14 ~~5. Measures for evaluating success or failure;~~

15 ~~6. Performance consequences; and~~

16 ~~7. Other material terms;~~

17 ~~(p) The authorizer’s charter renewal and revocation processes and rigorous criteria, including~~
18 ~~its design and implementation of a transparent and rigorous process that uses comprehensive~~
19 ~~academic, financial, and operational performance data to make merit-based renewal and~~
20 ~~revocation decisions; and~~

21 ~~(pq) The requirements of KRS 160.1590 to 160.1599, and 161.141, and 701 KAR Chapter 8 for~~
22 ~~an charter school applicant, a board of directors, an education service provider, a charter school,~~
23 ~~and their employees.~~

1 Section 3. Standards of Authorizer Performance Generally. (1) Prior to authorizing a charter
2 school, an authorizer described in KRS 160.1590(13)(c) and (d) shall file the Notice of Intent,
3 ~~incorporated by reference,~~ with the Board.

4 (2) An authorizer shall restrict the expenditure of~~only utilize~~ funds received as a result of
5 charter authorization and oversight ~~to~~for the purpose of fulfilling authorizing obligations pursuant
6 to KRS 160.1590 to 160.1599, ~~and~~ 161.141, and 701 KAR Chapter 8.

7 (3) Pursuant to KRS 160.1596(5)(e), an authorizer shall include in its report and place in a
8 publicly accessible location on its website information on the following:

9 (a) The oversight and any services provided by the authorizer to the public charter schools
10 under the authority of the authorizer;

11 (b) The authorizing functions provided by the authorizer to the public charter schools under its
12 jurisdiction, including the operating costs and expenses of the authorizer as detailed in annual
13 audited financial statements that conform to generally accepted accounting principles;

14 (c) All use of charter authorizing revenue including expenditures, contracts, and revenues, in
15 the format required by the commissioner of education; and

16 (d) The reports that an authorizer is required to make pursuant to KRS 160.1590 to 160.1599,
17 161.141, and 701 KAR Chapter 8.

18 (4) The authorizer, or its designee for charter authorizing, shall participate in annual training
19 as follows:

20 (a) Each authorizer or member of the authorizer's board of directors shall complete:

21 1. Nine (9) hours of annual training, with six (6) additional hours of training for new
22 authorizers ~~and~~ new members; or

23 2. Competency-based annual training;

1 (b) The training shall include the following~~ertain~~ topics of authorizer responsibility and
2 charter school formation and operation,~~including but not limited to:~~

- 3 1. Financial governance and transparency;
- 4 2. Conflict of interest;
- 5 3. Charter ~~school~~ application;
- 6 4. Charter school contracting;
- 7 5. Charter school monitoring;
- 8 6. Charter school renewal, non-renewal, and revocation;
- 9 7. Charter school closure; and
- 10 8. Ethics; and

11 (c) The training shall be ~~conducted by a provider~~ approved by the commissioner of education.

12 (5) An authorizer shall submit to the department a written assurance of a charter school's
13 compliance with the pre-operating requirements in this administrative regulation and in the charter
14 contract before the opening of the charter school.

15 (6) An authorizer shall require the sharing of best practices between the charter school and the
16 resident local school district.

17 Section 4. Standards of Authorizer Performance Concerning Charter Applications.

18 (1) Pursuant to KRS 160.1591 and 160.1594(1)(e)2 and to the extent not prohibited by
19 federal law, an authorizer shall not approve a charter application that is:

20 (a) from an ~~includes in the~~ applicant that is or includes:

21 1. A for-profit organization, or its designee;

22 2. An organization, or its designee, that is organized for religious purposes, within the
23 meaning of 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualifying for

1 tax-exempt status pursuant to 501(c)(3) of the Internal Revenue Code of 1986, as amended;
2 or
3 3. A business entity, or its designee, that is not authorized to do business and in good
4 standing in the Commonwealth of Kentucky, pursuant to KRS Chapter 14A; or
5 (b) that has in the proposed board of directors:
6 1.(a) A for-profit organization, or its designee;
7 2.(b) An organization, or its designee, that is organized for religious purposes, within the
8 meaning of 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualifying for tax-
9 exempt status pursuant to 501(c)(3) of the Internal Revenue Code of 1986, as amended; or
10 3.(e) A business entity, or its designee, that is not authorized to do business and in good standing
11 in the Commonwealth of Kentucky, pursuant to KRS Chapter 14A.
12 (2) An authorizer shall require a charter application to be submitted on the Kentucky Charter
13 School Application and Addendum, ~~incorporated by reference~~ and may require additional
14 information from the applicant.
15 (3) An authorizer shall publish a copy of a submitted charter application on its website within
16 three (3) days of submission by the applicant to the authorizer.
17 (4) An authorizer ~~described in KRS 160.1590(13)(c) and (d)~~ shall provide a copy of a
18 submitted charter application to the resident local school district superintendents and to any other
19 authorizer of charter schools in that local school district within three (3) days of submission
20 by the applicant to the authorizer.
21 (5) An authorizer described in KRS 160.1590(13)(a) or (b) shall provide a copy of a submitted
22 charter application for a regional achievement academy within a regional achievement zone to the
23 superintendents of the other local school districts of the regional achievement zone within three

1 (3) days of submission by the applicant to the authorizer.

2 (6) An authorizer shall allow a resident local school district superintendent to file a letter with
3 supporting evidence objecting to the approval of the charter application on the basis of the
4 substantial hardship that may result for the students of the resident local school district who do not
5 attend the charter school. An authorizer shall publish a copy of the letter and supporting
6 evidence from the resident local school district superintendent on the authorizer's website
7 within three (3) days of submission by the superintendent to the authorizer and the
8 authorizer shall review this evidence prior to approving a charter application.

9 (7) An authorizer shall allow a resident local school district superintendent to file a letter of
10 support for a charter ~~school~~ application and shall publish a copy of the resident local school
11 district superintendent letter on the authorizer's website within three (3) days of submission
12 by the superintendent to the authorizer.

13 (8) An authorizer shall ~~may~~ require a resident local school district superintendent to provide
14 information and evidence regarding the academic performance of the students identified in the
15 charter application as the targeted student body or community. An authorizer shall publish a
16 copy of this information on the authorizer's website within three (3) days of submission by
17 the superintendent to the authorizer, to the extent not prohibited by confidentiality laws.

18 (9) An authorizer shall comply with the following requirements in reviewing the charter
19 application:

20 (a) Request and secure a certificate of existence for the applicant and the proposed charter
21 board of directors from the Secretary of State, pursuant to KRS Chapter 14A.2-130; and

22 (b) If the applicant or the board of directors includes a foreign entity, request and secure a
23 certificate of authorization for the foreign entity from the Secretary of State, pursuant to KRS

1 Chapter 14A.2-140.

2 (10) The department shall develop a charter application scoring rubric that an authorizer may
3 utilize in reviewing a charter application. ~~OR An authorizer may utilize the Charter Application~~
4 ~~Review Rubric when evaluating a charter application.~~

5 (11) An authorizer shall require an applicant or proposed board of directors for a charter school
6 to include in the charter application the following:

7 (a) Performance information, financial information, and closure information for any charter
8 school under the applicant or board of directors;

9 (b) Details and documentation of the outreach the applicant or proposed board of directors has
10 had with the students or community that is the focus of the charter application; and

11 (c) Details of whether the charter application replicates or substantially replicates:

12 1. A charter application that the applicant, the proposed board of directors, or another entity
13 previously withdrew from consideration and the reasons the charter application was withdrawn;

14 2. A charter application that was rejected by an authorizer and the reasons the charter
15 application was rejected; or

16 3. A charter school that was previously closed and the reasons for the closure.

17 (12) An authorizer shall provide on the authorizer's website the names of all persons, and their
18 roles, who are involved in the review of charter applications. Review of charter applications shall
19 be conducted pursuant to the requirements of the Open Meetings Act.

20 **(13) An authorizer shall not approve a charter application that does not meet the**
21 **requirements of KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.**

22 **(14) Within five (5) days of the authorizer's approval, the authorizer shall submit an**
23 **approved charter application to the commissioner of education for review and approval**

1 **commensurate with subsection (11) of Section 5.**

2 Section 5. Standards of Authorizer Performance Concerning Charter Contracts. (1) Prior to
3 negotiating a charter contract with a board of directors, an authorizer shall verify the board of
4 directors' tax-exempt application or status under 501(c)(3) of the Internal Revenue Code of 1986,
5 as amended.

6 (2) An authorizer shall utilize the Charter School Contract, ~~incorporated by reference,~~ when
7 forming a charter contract with a charter school board of directors.

8 (3) An authorizer shall include in the charter contract pre-opening requirements or conditions
9 as follows:

10 (a) An authorizer shall establish mutually agreed upon pre-opening requirements or conditions
11 to:

12 1. Monitor the start-up progress of a newly approved public charter school;

13 2. Ensure that the charter school is prepared to open timely and smoothly on the date agreed;

14 and

15 3. Ensure that the charter school meets all benchmarks related to facilities, health, safety,
16 insurance, school personnel, enrollment, curriculum and instruction, operations and fiscal
17 management, governance, and other legal requirements for the charter school opening; and

18 (b) Failure by the charter school ~~board of directors~~ to comply with the pre-opening
19 requirements or conditions may result in the immediate revocation of the charter contract and:

20 1. May result in the delay in the opening of the charter school by up to one (1) year if the
21 authorizer does not determine that the charter school is more likely than not to close during the
22 school year; ~~or~~ and

23 2. (c) ~~Failure by the board of directors to comply with the pre-opening requirements or~~

1 ~~conditions may result in the immediate revocation of the charter contract and~~ Shall result in the
2 delay in the opening of the charter school by up to one (1) year if the authorizer does determine
3 that the charter school is more likely than not to close during the school year.

4 (4) An authorizer shall include in the charter contract with the charter school board of directors
5 provisions for charter school financial solvency and sustainability, including:

6 (a) A requirement that no member of the charter school's board of directors, no education
7 service provider, and no charter school employee shall knowingly recommend and no member of
8 the charter school's board of directors shall knowingly vote for an expenditure in excess of the
9 charter school's income and revenue of any fiscal year, as shown by the budget adopted by the
10 charter school board of directors and approved by the authorizer;

11 (b) A requirement that a member of the charter school's board of directors, an education
12 service provider, or a charter school employee who knowingly expends or authorizes the
13 expenditure of charter school funds or who knowingly authorizes or executes any employment,
14 purchase, or contract, in violation of this section, shall be jointly and severally liable in person and
15 upon any official fidelity bond given to the authorizer to the extent of any payments on the void
16 claim. ~~For purposes of this subsection, "knowingly" shall mean a person acts with respect to~~
17 ~~conduct or to a circumstance described by a statute defining an offense when he is aware that his~~
18 ~~conduct is of that nature or that the circumstance exists; and~~

19 (c) A requirement that, if at any time during any fiscal year of the charter school's existence,
20 a member of the charter school's board of directors, an education service provider, or a charter
21 school employee knows or reasonably should know that the charter school has or will become
22 unable to pay in full its projected expenses as they fall due, the charter school shall immediately
23 so advise the department and the authorizer, and shall provide the department and the authorizer

1 with all financial information relating to revenues and expenses of the charter school necessary
2 for the department and the authorizer to determine the extent and cause of any potential operating
3 deficit. If the member of the charter school board of directors, the education service provider, or
4 the charter school employee fails to provide the notice to the department and the authorizer
5 required by this subsection or fails to cooperate with the department and the authorizer in the
6 production of financial information pursuant to this subsection:

7 1. The authorizer shall determine whether grounds exist to revoke the charter contract; and

8 2. The member of the charter school board of directors, the education service provider, or the
9 charter school employee may be subject to the liability described in paragraph (4)(b) of this
10 section.

11 (5) An authorizer shall include in the charter contract the specific, exclusive reasons and
12 timelines for closure initiated by the charter school board of directors, and the closure protocol and
13 policies and procedures applicable to closure of the charter school.

14 (6) An authorizer shall require in the charter contract the closure requirements of KRS
15 160.1590 to 160.1599, ~~and~~ 161.141, and 701 KAR Chapter 8.

16 (7) An authorizer shall require in the charter contract that the charter school shall not prohibit
17 a student from attending ~~or withdraw~~ and shall not unenroll or withdraw a student unless the
18 charter school has complied with KRS 158.150.

19 (8) An authorizer shall require in the charter contract that the charter school board of directors
20 maintain separate accountings of all funds received and disbursed by each charter school under the
21 charter school board of directors.

22 (9) An authorizer shall require in the charter contract that any contract the charter school board
23 of directors enters with an education service provider has to be approved by the authorizer prior to

- 1 execution and that any contract the charter school board of directors enters with an education
2 service provider shall comply with the following:
- 3 (a) Clearly establish the primacy of the charter contract over the contract between the charter
4 board of directors and the education service provider;
- 5 (b) Clearly identify the charter school board of directors as the party ultimately responsible for
6 the success or failure of the charter school, and clearly define the education service provider as a
7 vendor of services;
- 8 (c) Prohibit the education service provider from selecting, approving, employing,
9 compensating, or serving as members of the charter school board of directors;
- 10 (d) Require the charter school board of directors to directly select, retain, and compensate the
11 charter school's legal counsel, finance staff, ~~and~~ audit firm, and school leader;
- 12 (e) Provide for payments ~~from the authorizer~~ to the charter school to be made to an account
13 controlled by the charter school board of directors, not the education service provider;
- 14 (f) Require all instructional materials, furnishings, and equipment purchased or developed
15 with charter school ~~public~~ funds be the property of the charter school, not the education service
16 provider;
- 17 (g) Identify and describe the roles and responsibilities of the charter school board of directors
18 and the education service provider, including all services to be provided under the contract between
19 the charter school board of directors and the education service provider;
- 20 (h) Identify and describe the performance measures and consequences by which the charter
21 school board of directors shall hold the education service provider accountable for performance,
22 aligned with the performance measures in the charter contract;
- 23 (i) Identify and describe with specificity all compensation to be paid to the education service

- 1 provider, including all fees, bonuses, and the conditions, consideration, and restrictions on such
2 compensation;
- 3 (j) Identify and describe the terms of any facility agreement that may be part of the relationship
4 **between the charter school board of directors and the education service provider;**
- 5 (k) Identify and describe financial reporting requirements and provisions for the charter school
6 board of directors' financial oversight of the education service provider and the charter school;
- 7 (l) Identify and describe all other financial terms of the contract, including disclosure and
8 documentation of all loans or investments by the education service provider to the charter school
9 board of directors, and provision for the disposition of assets upon closure in accordance with KRS
10 160.1590 to 160.1599, and 161.141, and 701 KAR Chapter 8;
- 11 (m) Include assurances that the charter school board of directors, at all times, shall maintain
12 independent fiduciary oversight and authority over the **charter** school budget and ultimate
13 responsibility for the **charter** school's performance;
- 14 (n) Include provisions for contract termination without penalties for the charter school board
15 of directors and without costs beyond the pro-rated value of the services provided **by the**
16 **education service provider;**
- 17 (o) Assure;
- 18 **1.** That the charter school board of directors ~~shall~~**will** be structurally independent from the
19 education service provider and shall set and approve **charter** school policies;
- 20 **2.** That the terms of the contract between the charter school board of directors and the
21 education service provider are reached through arm's-length negotiations in which the charter
22 school board of directors is represented by legal counsel that does not also represent the education
23 service provider; and

1 (p) Identify and describe the respective responsibilities of the charter school board of directors
2 and the education service provider in the event of school closure.

3 (10) An authorizer shall prohibit a charter school board of directors, in the charter contract, from
4 delegating the charter school board of directors' responsibilities in subsection (9) of this section to
5 the education service provider.

6 (11) No authorizer shall enter a charter contract for start-up, conversion, or renewal of a charter
7 school, or agree to any charter contract amendment, unless the charter contract or amendment is
8 approved by the commissioner of education **as follows:-**

9 **(a)** An authorizer shall provide the commissioner of education a copy of a proposed charter
10 contract or proposed amendment:-

11 **(b)** Within **fifteen** (15) days of receipt of the proposed charter contract or amendment from the
12 authorizer, pursuant to KRS 160.1594(9) the commissioner of education shall provide to an
13 authorizer and the charter school board of directors **approval of the contract or:**

14 **1.** The reasons for a denial and any suggestions for remedy of these reasons; and

15 **2.** Notice of the opportunity for resubmission of the remedied contract or amendment to the
16 commissioner of education; **and-**

17 **(c)** Any failure ~~by an authorizer~~ to meet the commissioner of education's requirements for
18 approval shall render the charter contract or its amendment void.

19 Section 6. Standards of Authorizer Performance Concerning Charter **School** Monitoring.

20 (1) An authorizer, that determines a charter school board of directors has governance over
21 more than one (1) charter school and has failed to meet the requirements of KRS 160.1592, shall
22 commence an investigation to determine if the charter school board of directors is in compliance
23 with the charter contracts for **every**any other charter school under the authorizer's jurisdiction.

1 (2) An authorizer shall monitor the performance of the charter contract by a charter school
2 board of directors, and any educational service provider. If the authorizer believes there is an issue
3 with any aspect of performance of the charter contract, or compliance with any of the requirements
4 of KRS 160.1590 to 160.1599, ~~and 161.141,~~ or 701 KAR Chapter 8, the authorizer shall commence
5 an investigation.

6 (3) An authorizer that verifies an issue with any aspect of performance of the charter contract,
7 or compliance with any of the requirements of KRS 160.1590 to 160.1599, ~~and 161.141,~~ or 701
8 KAR Chapter 8, shall notify the commissioner of education and may request assistance from the
9 commissioner of education in addressing and remedying the issue.

10 (4) An authorizer that verifies an issue with any aspect of the performance of the charter
11 contract, or compliance with any of the requirements of KRS 160.1590 to 160.1599, ~~and 161.141,~~
12 or 701 KAR Chapter 8, shall **notify the charter school of the issue and** take necessary action,
13 including unilateral imposition of conditions on the charter school, ~~amendment,~~ revocation, or
14 non-renewal of the charter contract, to resolve the issue and to provide notice of the issue and the
15 resolution to the charter school's adult students, emancipated youth students, ~~and parents,~~ or
16 **persons with custody or charge, and the department.**

17 (5) An authorizer shall at least monthly review the financial budget reports of the charter
18 school and take the following action:

19 (a) If the **budget** projections indicate that the charter school's annual operating expenses may
20 at any time during the school year cause the annual operating revenues to fall below two percent
21 **(2%) of the total projected annual operating revenues included in the school's approved**
22 **budget, the charter school shall provide specific notice of this to the authorizer and the**
23 authorizer shall:

1 1. Require the charter school to implement a cash management plan approved by the
2 authorizer;

3 2. Commence a more in-depth review, and an audit if necessary, of the charter school's
4 financial budget reports, ~~the~~ expenditures, and revenues;

5 3. Request~~Seek~~ financial management assistance for the charter school from the department;
6 and

7 4. Restrict the charter school's expenditures and require the authorizer's approval prior to
8 expenditure of charter school funds for the remainder of the school year; and

9 (b) If the charter school defaults on a financial obligation or if the authorizer otherwise
10 suspects the charter school may close prior to the end of the school year or the charter contract
11 term, the authorizer shall:

12 1. Consult with the commissioner of education;

13 2. Communicate with the charter school board of directors to determine the need for charter
14 contract revocation;

15 3. Commence actions under (a) above; ~~and~~

16 4. Review the closure protocol;

17 5. Review the charter contract termination provisions;

18 6. Communicate with the charter school board of directors regarding the closure protocol and
19 contract provisions for termination; and

20 7. Notify students and resident local school districts, as necessary.

21 (6) An authorizer shall revoke the charter contract, ~~take over operation of the charter school~~
22 ~~for the rest of the school year~~, and determine the timeline for closure if the authorizer determines
23 the charter school:

- 1 (a) Is financially insolvent;
- 2 (b) Is financially unsustainable for the remainder of the school year or the charter contract
- 3 term; or
- 4 (c) Has violated or threatened the health and safety of the students of the public charter school,
- 5 pursuant to KRS 160.1598(7).

6 (7) The department shall develop a charter contract performance framework that an authorizer
7 may utilize in developing a charter contract performance framework. **In addition to the**
8 **requirements of KRS 160. 1596, the authorizer’s** charter contract performance framework shall
9 include **academic, financial, and organizational performance frameworks, and** targets in the
10 following areas:

- 11 (a) Student assessment and accountability;
- 12 (b) Student graduation rates;
- 13 (c) Student promotion rates;
- 14 (d) Student attendance rates; and
- 15 (e) Student admission and enrollment in postsecondary institutions; and
- 16 (f) Other outcomes.

17 Section 7. Standards of Authorizer Performance Concerning Charter Approval, Revocation,
18 Renewal, and Non-renewal. (1) An authorizer shall not approve an **charter** application, contract
19 with, or renew a contract with a charter school board of directors for a charter school that:

- 20 (a) Does not operate;
- 21 **1. A** breakfast program under the Child Nutrition Act of 1966, 42 U.S.C. 1773, as amended
22 (CNA), and a lunch program under the Richard B. Russell National School Lunch Act, 42 U.S.C.
23 1751 et seq. (NSLA); or

1 2. A breakfast and lunch program with provision of meals at no cost to students who qualify
2 for free meals under the CNA and NSLA and with the provision of meals at a reduced cost to
3 students who qualify for reduced price meals under the CNA and NSLA; or

4 (b) Does not provide initial and continuing evidence and assurances of the charter school's
5 financial solvency and financial sustainability, as demonstrated initially by the ~~financial~~ budget
6 plan in the charter application, to cover the expenses of start-up or conversion, operation, and any
7 foreseen or unforeseen closure of the charter school during the fiscal year or during the contract
8 term.

9 (2) An authorizer shall require for approval of a charter application, for contracting with a
10 charter board of directors, for performance of a charter contract, and for renewal of a charter
11 contract, the following:

12 (a) Inclusion of at least two (2) local school district resident parents or persons with custody
13 or charge of local school district resident students who will attend the charter school in a charter
14 school board of directors;

15 (b) Exercise by a charter school board of directors of their authority in KRS 160.1592(3)(p)4
16 and 5 only as allowed for a local boards of education in KRS 160.540;

17 (c) Participation of all members of a charter school board of directors in annual training on
18 topics of charter school governance and operations ~~shall include certain topics~~, including
19 financial governance and transparency, conflict of interest, and ethics, and be ~~conducted by a~~
20 ~~provider~~ approved by the commissioner of education. Fulfillment of this requirement shall
21 occur through:

22 1. Nine (9) hours of annual training, with six (6) additional hours of training for new charter
23 school board members and members of newly-approved charter schools during the first year after

1 approval; or

2 **2. Competency-based annual training;**

3 (d) Attendance by the authorizer, or its designee for authorizing, or at least one member of
4 the authorizer's board of directors at any due process hearing conducted pursuant to KRS 158.150
5 to suspend or expel a charter school student. A charter school board of directors, with the
6 consent of the parent, person with custody or charge, adult student, or emancipated youth
7 student, and as otherwise allowed by confidentiality laws, may invite the resident local
8 district superintendent to attend the due process hearing and to provide information to the
9 charter school board of directors as to the educational services the resident local school
10 district would provide the student;

11 **1. If the student is expelled from the charter school; and**

12 **2. If the charter school board of directors determines, on the record and supported by**
13 **clear and convincing evidence that the charter school cannot provide or assure that**
14 **educational services are provided to the student in an appropriate alternative program or**
15 **setting because the expelled student posed a threat to the safety of other students or school**
16 **staff and could not be placed into a state-funded agency program;**

17 (e) Provision by the charter school board of directors, and any education service provider, to
18 the authorizer of information and copies of all records of use of the Individual with Disabilities
19 Education Act dispute resolution procedures, 707 KAR 1:340, regarding the services provided by
20 a charter school or a student attending a charter school;

21 (f) Provision by the charter school board of directors, and any education service provider, to
22 the authorizer of information and copies of all records of use of physical restraint or seclusion of
23 charter school students;

- 1 (g) Provision by the charter school board of directors, and any education service provider, to
2 the authorizer of information and copies of all records of allegations received or substantiation of
3 violation of any health, safety, civil rights, and disability rights of students, staff, or parents or
4 persons with custody or charge;
- 5 (h) Pursuant to KRS 160.1592(14), adherence by the charter school board of directors, and any
6 education service provider, to the requirements of KRS 160.330 and 702 KAR 3:220 for the waiver
7 of fees for students eligible for free or reduced price lunch;
- 8 (i) Provision by the charter school board of directors, and any education service
9 provider, to the authorizer and to the public of updates on the charter school's performance of
10 the charter contract, according to the charter contract and performance framework;
- 11 (j) Restriction ~~on~~ expenditure of charter school resources and funds for school educational
12 purposes only;
- 13 (k) ~~Prohibition~~ Restriction on the expenditure of charter school resources and funds in
14 excess of the fair market value of the product, service, or consideration received;
- 15 ~~(l) Prohibition on the~~ disposal of charter school resources ~~and funds~~ for less than the fair
16 market value of the resource disposed ~~expenditure or disposal~~;
- 17 (l) Restriction on the addition or moving of any location of the charter school without the
18 written consent of the authorizer and amendment of the charter contract; and
- 19 (m) Provision by the charter school board of directors, and any education service
20 provider, to the authorizer of student enrollment and attendance records and data at least monthly
21 during the school year.
- 22 (3) An authorizer shall revoke, effective at the end of the school year, a charter contract for
23 any of the reasons in KRS 160.1598(6).

1 (4) An authorizer shall require continuous enrollment at a charter school of at least eighty
2 percent (80%) of the ~~minimum student enrollment targets of KRS 160.1593(3)(f)2~~ or the charter
3 contract minimum student enrollment requirements and shall monitor and take action as follows:

4 (a) The charter school shall provide ~~at least monthly~~ reports to the authorizer on student
5 enrollment and attendance **at least twice a month**; and

6 (b) Failure of the charter school to maintain this **continuous**, minimum student enrollment
7 shall result in an immediate review by the authorizer of:

- 8 1. The charter school's operations,
- 9 2. The charter school's financial solvency;
- 10 3. The charter school's financial sustainability through the end of the school year and the end
11 of the charter contract term;
- 12 4. The potential for closure;
- 13 5. Violation of the charter contract; and
- 14 6. The need for imposition of unilateral conditions, amendment, non-renewal, or revocation
15 of the charter contract, or immediate revocation of the charter contract pursuant to KRS
16 160.1598(7).

17 (5) An authorizer shall not approve a charter application for a start-up **public charter school**
18 or conversion charter school if the applicant or proposed member of the board of directors has
19 been previously found to have knowingly violated the requirements for interscholastic athletic
20 activity sanctioned by the Board or its designated agency, and the authorizer shall ensure
21 compliance with this requirement as follows:

22 (a) The authorizer shall consult with the Board's designated agency to ensure compliance with
23 this requirement;

1 (b) The Board's designated agency may provide copies of its relevant written reports described
2 in 702 KAR 7:065 Section 3(17) to the authorizer; and

3 (c) If the authorizer does determine a member of the applicant or the proposed board of
4 directors has previously been found to have knowingly violated the requirements for
5 interscholastic athletic activity sanctioned by the Board or its designated agency, the authorizer
6 may only approve a charter application, contract with, or renew a charter for a start-up **public**
7 **charter school** or conversion charter school that does not sponsor interscholastic athletic activities,
8 unless **the charter school's sponsorship of interscholastic athletic activities is** approved by the
9 Board.

10 (6) An authorizer shall remove a member of a board of directors that has been convicted of a
11 crime described in KRS 61.040 and remove any or all of the members of the board of directors of
12 the public charter school in connection with ensuring a smooth and orderly closure when the
13 member or members threaten the health, safety, civil rights, or disability rights of the students or
14 the community pursuant to KRS 160.1598(11).

15 (7) An authorizer shall revoke or non-renew a charter school **contract** if the **commissioner of**
16 **education department's investigator** has determined a member of the board of directors, or an
17 education service provider at the direction of a member of the board of directors, or an employee
18 at the direction of a member of the board of directors, has **knowingly** ~~intentionally~~ violated 703
19 KAR 5:080, Administration Code for Kentucky's Assessment Program or KRS 160.1592(3)(g),
20 for a student assessment included in:

21 **a. The performance framework** ~~academic performance goals~~ of the charter contract; or

22 **b. The state accountability system.**

23 (8) For issues in a charter school's performance that do not require immediate action by the

1 authorizer, as stated in KRS 160.1590 to 160.1599, and 701 KAR Chapter 8, or otherwise, to
2 protect the health, safety, civil rights, disability rights, and well-being of students and the
3 community, an authorizer may utilize a progressive system of monitoring consequences including
4 notices of deficiencies or conditions unilaterally imposed on the charter school prior to revocation
5 or non-renewal. An authorizer shall share publicly a notice of deficiency or a condition unilaterally
6 imposed on the charter school as well as the underlying charter school performance issue and shall
7 provide a copy to the commissioner of education and to the Board.

8 (9) An authorizer shall comply with the following prior to approving an charter application
9 for a charter school or renewing a charter school contract:

10 (a) Holding in the resident local school district a public hearing to allow for public comment
11 on the charter application; and

12 (b) Allowing public comment to be submitted in writing prior to the hearing, or oral or written
13 public comment at the hearing and allowing comment at the public hearing by a resident
14 superintendent who has filed an objection to the charter school application.

15 Section 8. Standards of Authorizer Performance Concerning Charter Closure. (1) An

16 authorizer's charter school closure protocol shall include the following:

17 (a) Provision by the charter school of contact information and resident local school district
18 information for all parents, persons with custody or charge, adult students, and emancipated youth
19 students to the authorizer;

20 (b) Notification to all parents, persons with custody or charge, adult students, and emancipated
21 youth students of the following:

22 1. The closure decision;

23 2. The closure process;

- 1 3. Information on student instruction and reassignment;
- 2 4. Information on courses, levels, and credits completed by the student;
- 3 5. Information on process for obtaining a copy of the student's education records; and
- 4 6. Contact information for additional information;
- 5 (c) Notification to the resident local school districts and the department of the following:
 - 6 1. The closure decision;
 - 7 2. The closure date;
 - 8 3. The closure process;
 - 9 4. Availability and timeline for appeals and their intersection with the closure protocol;
 - 10 5. A copy of the notification provided to charter school parents, persons with custody or
 - 11 charge, adult students, and emancipated youth students;
 - 12 6. Information on student instruction and reassignment; and
 - 13 7. Contact information for additional information;
- 14 (d) Budget review and revision to limit expenditures to only those in the approved budget
- 15 required for fulfilling the obligations through closure;
- 16 (e) Communication of the budget information to parents, persons with custody or charge, adult
- 17 students, and emancipated youth students, to resident local school districts, to the department, and
- 18 to the Board;
- 19 (f) Meeting of the authorizer with the charter school board of directors and charter school
- 20 employees to notify and coordinate the following:
 - 21 1. The closure;
 - 22 2. The closure process;
 - 23 3. The closure timeline and dates;

- 1 4. Information on student instruction and reassignment;
- 2 5. Employment, payroll, and benefits information;
- 3 6. Transfer of federal and state funds and assets according to the federal and state
- 4 requirements; and
- 5 7. Contact information for additional information;
- 6 (g) Additional and final notification to parents and resident **local school** districts, including
- 7 the following:
 - 8 1. Information on the existence and role of any appeal of the closure;
 - 9 2. Identifying the last **student attendance** day of instruction;
 - 10 3. Detailing end of the year activities and transition activities for students; and
 - 11 4. Providing information and assistance for reassignment of students;
- 12 (h) Procedures and requirements for establishment of transition teams, development of closure
- 13 plan, and assignment of roles for closure;
- 14 (i) Procedures and requirement for scheduling closure meetings with **the** transition team,
- 15 parents, persons with custody or charge, adult students, and emancipated youth students, resident
- 16 **local school** districts, the department, and employees;
- 17 (j) Procedures and requirements for a final report from the charter **school** board of directors
- 18 to the authorizer and the department detailing completion of the closure plan;
- 19 (k) Maintenance of the charter school facilities;
- 20 (l) Identification and notification of all creditors and debtors of the board of directors and the
- 21 Teachers' Retirement System and the County Employees Retirement System;
- 22 (m) Notification of federal, state, local, and private grantors;
- 23 (n) Termination of any contract with an education service provider;

- 1 (o) Accounting, inventory, and protection of assets;
- 2 (p) Notification of employee benefit providers;
- 3 (q) Notification of all contractors and termination of all contracts;
- 4 (r) Transfer of student and personnel records;
- 5 (s) Notification of the IRS;
- 6 (t) Issuance of final grades to students;
- 7 (u) Dissolution of the charter school;
- 8 (v) Maintenance of records; and
- 9 (w) Completion of an independent final audit within six (6) months of the closure of the
10 school that may function as the annual audit, and that includes at least the following:
 - 11 1. An accounting of all financial assets, including cash and accounts receivable and an
12 inventory of property, equipment, and other items of material value;
 - 13 2. An accounting of the liabilities, including accounts payable and any reduction in
14 apportionments as a result of audit findings or other investigations, loans or grants, and unpaid
15 staff compensation; and
 - 16 3. An assessment of the disposition of any restricted funds received by or due to the charter
17 school.
- 18 (2) An authorizer's charter school closure protocol shall include the following regarding
19 distribution of assets upon closure:
 - 20 (a) The assets of the charter school, if sufficient to satisfy all the outstanding debts of the
21 charter school, shall be distributed in the following order:
 - 22 1. To satisfy outstanding payroll obligations for employees of the public charter school;
 - 23 2. To creditors of the charter school; and

1 3. To the resident local school districts, in direct proportion to the percentage of the charter
2 school student body that will be returning to each resident local school district after closure;

3 (b) If the assets of the public charter school are insufficient to satisfy all debts of the charter
4 school, the prioritization of the distribution of assets may be determined by a court of law; and

5 (c) A charter school board of directors shall distribute its assets within six (6) months of
6 closure of the charter school, unless granted an extension by the authorizer or ordered otherwise
7 by a court of law.

8 (3) **The commissioner of education, upon request by the authorizer, may appoint an**
9 **independent third party, paid from the charter school's funds, to manage the closure with**
10 **assistance from the department. The commissioner of education may remove an appointed**
11 **independent third party for cause and appoint a replacement.**

12 (4) The department shall develop a charter closure protocol guide that an authorizer may utilize
13 in developing the closure protocol.

14 Section 9. Investigation of an Authorizer. (1) The Board shall conduct a special review of an
15 authorizer as follows:

16 (a) If there is persistently unsatisfactory performance of the portfolio of the public charter
17 schools of the authorizer;

18 (b) If there is a pattern of well-founded complaints about the authorizer or its public charter
19 schools; or

20 (c) If the Board finds other objective circumstances warranting investigation.

21 (2) The Board shall request investigation by the commissioner of education.

22 (3) In reviewing and evaluating the performance of an authorizer, the Board shall apply
23 nationally recognized standards for quality in charter authorizing, in addition to the standards of

1 performance included in KRS 160.1590 to 160.1599, and 161.141, and 701 KAR Chapter 8.

2 (4) If at any time the Board determines that an authorizer is not in compliance with an existing
3 charter contract or the requirements for an authorizer, the Board shall either:

4 (a) Notify the authorizer in writing of any identified problem and the authorizer shall have a
5 reasonable opportunity to respond and remedy the problem; or

6 (b) If deemed necessary, take action against the authorizer under Section 10.

7 Section 10. Consequences.

8 (1) The Board may, in addition to its authority over authorizers and their action on a charter
9 application, renewal, nonrenewal, revocation, charter amendment, or unilateral imposition of
10 conditions on a charter school pursuant to KRS 160.1595(1), place an authorizer on probation and
11 require the following during probation of an authorizer:

12 (a) Additional training for the authorizer;

13 (b) Meeting with the commissioner of education to provide status reports and solicit feedback
14 on charter school performance during a charter contract;

15 (c) Written and in-person status reports to the Board on the authorizer's monitoring of charter
16 schools and other authorizing activity;

17 (d) Approval by the commissioner of education on the authorizer's monitoring activities,
18 imposition of unilateral conditions, and revocation decisions;

19 (e) Approval of the Board for any renewal, nonrenewal, revocation, charter amendment, or
20 unilateral imposition of conditions on a charter contract; and

21 (f) Any other consequences the Board deems necessary to ensure compliance with KRS
22 160.1590 to 160.1599, and 161.141, and 701 KAR Chapter 8.

23 (2) The Board shall set the length and extent of the probation of the authorizer's authority

1 and reporting requirements for the authorizer to report on the progress of the charter schools
2 authorized by the authorizer.

3 (3) The Board shall state in its order probating the authority of the authorizer the following:

4 (a) The extent of the probation of the authorizer's authority;

5 (b) The length of the probation of the authorizer's authority;

6 (c) The grounds under KRS 160.1590 to 160.1599, ~~and 161.141,~~ and 701 KAR Chapter 8 for
7 the probation of the authorizer's authority; and

8 (d) The anticipated changes that would have to occur for the Board to consider ending the
9 probation of the authorizer's authority under KRS 160.1590 to 160.1599, ~~and 161.141,~~ and 701
10 KAR Chapter 8.

11 (4) The Board may entertain a request by the authorizer for termination of the probation if
12 the authorizer submits, at least forty (45) days prior to the Board's regular meeting, the
13 following:

14 (a) The authorizer's request for ending the probation; and

15 (b) The authorizer's evidence of:

16 1. Its efforts to correct the grounds for the probation of its authorizing authority;

17 2. The changes required in the Board's order; and

18 3. Its plan to ensure future compliance with the requirements of KRS 160.1590 to 160.1599,
19 ~~and 161.141,~~ and 701 KAR Chapter 8.

20 Section 11. Statewide Evaluation of Public Charter School Authorizers. (1) Beginning with the
21 conclusion of the 2018-2019 fiscal year, the department shall provide an annual report on the
22 state's public charter school authorizers and their charter schools to the Governor, the Interim
23 Joint Committee on Education, the secretary of the Education and Workforce Development

1 Cabinet, and the public that includes information from the annual reports submitted by every
2 authorizer as well as any additional relevant data compiled by the department.

3 (2) The annual report shall include:

4 (a) For all public charter schools in the state, by individual charter school, and by authorizer:

5 1. The academic performance;

6 2. The number of students enrolled, withdrawn, suspended, and expelled;

7 3. Financial audit results;

8 4. Financial solvency and sustainability for the fiscal year and the contract term; and

9 5. Closure information;

10 (b) A comparison of the performance and growth of public charter school students with the
11 performance and growth of comparable groups of students in noncharter public schools;

12 (c) A detailed update on the authorizing process;

13 (d) Recommendations for adjustments to public charter school governance and oversight;

14 and

15 (e) The department's assessment of the successes, challenges, and areas for improvement in
16 meeting the purposes of KRS 160.1591, including the department's recommendations as to any
17 suggested changes in state law or policy necessary to strengthen the state's public charter
18 schools.

19 Section 12. Incorporation by Reference. (1) "Charter School Contract", January 2018, is
20 incorporated by reference.

21 (2) "Kentucky Charter School Application and Addendum", January 2018, is incorporated by
22 reference.

23 (3) "Notice of Intent", January 2018, is incorporated by reference.

- 1 This material may be inspected, copied, or obtained, subject to applicable copyright law, at the
- 2 Department of Education, Office of Legal, Legislative and Communication Services, 5th floor,
- 3 300 Building, 300 Sower Boulevard, Frankfort, Kentucky, Monday through Friday, 8 a.m. to
- 4 4:30 p.m.

This is to certify that the chief state school officer has reviewed and recommended this administrative regulation prior to its adoption by the Kentucky Board of Education, as required by KRS 156.070(5).

(Date)

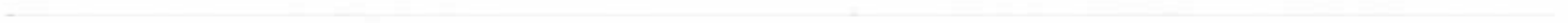
Stephen L. Pruitt, Ph.D.
Commissioner of Education

(Date)

Mary Gwen Wheeler, Chair
Kentucky Board of Education

PUBLIC HEARING AND PUBLIC COMMENT PERIOD: A public hearing on this administrative regulation shall be held on _____, 2017, at 10 a.m., in the State Board Room, Fifth Floor, Sower Building, 300 Sower Boulevard, Frankfort, Kentucky. Individuals interested in being heard at this hearing shall notify this agency in writing by 5 workdays prior to the hearing, of their intent to attend. If no notification of intent to attend the hearing is received by that date, the hearing may be cancelled. This hearing is open to the public. Any person who wishes to be heard will be given an opportunity to comment on the proposed administrative regulation. A transcript of the public hearing will not be made unless a written request for a transcript is made. If you do not wish to be heard at the public hearing, you may submit written comments on the proposed administrative regulation. Written comments shall be accepted through _____, 2017. Send written notification of intent to be heard at the public hearing or written comments on the proposed administrative regulation to the contact person.

CONTACT PERSON: Kevin C. Brown, Associate Commissioner and General Counsel, Kentucky Department of Education, 300 Sower Boulevard, Fifth Floor, Sower Building, Frankfort, KY 40601, phone 502-564-4474, fax 502-564-9321, email kevin.brown@education.ky.gov.



REGULATORY IMPACT ANALYSIS AND TIERING STATEMENT

Administrative Regulation: 701 KAR 8:020

Agency Contact Person: Kevin C. Brown

Phone: 502-564-4474

Email: kevin.brown@education.ky.gov

(1) Provide a brief summary of:

(a) What this administrative regulation does: This new administrative regulation fulfills the regulation promulgation requirement of the agency in KRS 160.1590 to 160.1599 and 161.141.

(b) The necessity of this administrative regulation: KRS 160.1590 to 160.1599 and 161.141 became effective on June 29, 2017. This administrative regulation provides guidance on the evaluation of authorizer performance for authorizers of public charter schools.

(c) How this administrative regulation conforms to the content of the authorizing statutes: KRS 160.1590 to 160.1599 and 161.141 requires the Kentucky Board of Education (KBE) to promulgate administrative regulations providing guidance on evaluation of authorizer performance for authorizers of public charter schools. This administrative regulation provides guidance from the agency on evaluation of authorizer performance for authorizers of public charter schools.

(d) How this administrative regulation currently assists or will assist in the effective administration of the statutes:

KRS 160.1590 to 160.1599 and 161.141 requires the Kentucky Board of Education (KBE) to promulgate administrative regulations provides guidance from the agency on evaluation of authorizer performance for authorizers of public charter schools. This new administrative regulation provides guidance to facilitate transparent and equitable evaluation of authorizer performance for authorizers of public charter schools, as required by KRS 160.1590 to 160.1599 and 161.141.

(2) If this is an amendment to an existing administrative regulation, provide a brief summary of:

(a) How the amendment will change this existing administrative regulation: N/A.

(b) The necessity of the amendment to this administrative regulation: The authorizing statute requires the agency to provide guidance on evaluation of authorizer performance for authorizers of public charter schools.

(c) How the amendment conforms to the content of the authorizing statutes: N/A.

(d) How the amendment will assist in the effective administration of the statutes:

(3) List the type and number of individuals, businesses, organizations, or state and local governments affected by this administrative regulation: School districts, public charter schools, students applying for enrollment in public charter schools, and the Kentucky Department of

Education will be affected by this administrative regulation.

(4) Provide an analysis of how the entities identified in question (3) will be impacted by either the implementation of this administrative regulation, if new, or by the change, if it is an amendment, including:

(a) List the actions that each of the regulated entities identified in question (3) will have to take to comply with this administrative regulation or amendment: Authorizers of public charter schools. The Kentucky Department of Education shall provide support to ensure the transparent and uniform evaluation of authorizer performance for authorizers of public charter schools.

(b) In complying with this administrative regulation or amendment, how much will it cost each of the entities identified in question (3): Compliance costs for school districts should be minimal to none because school districts are already facilitating the transfer of students to other schools. Compliance costs for public charter schools should be minimal to none because this administrative regulation should assist in the organized student application, lottery, and enrollment of students in public charter schools. Same for students and the Kentucky Department of Education.

(c) As a result of compliance, what benefits will accrue to the entities identified in question (3): This new administrative regulation will create standards for evaluation of authorizer performance for authorizers of public charter schools

(5) Provide an estimate of how much it will cost to implement this administrative regulation:

(a) Initially: Compliance costs should be minimal to none.

(b) On a continuing basis: Compliance costs should be minimal to none.

(6) What is the source of the funding to be used for the implementation and enforcement of this administrative regulation: Kentucky Department of Education general funds and school district funds, and funds provided to public charter schools.

(7) Provide an assessment of whether an increase in fees or funding will be necessary to implement this administrative regulation, if new, or by the change, if it is an amendment: No fees or additional funding is necessary.

(8) State whether or not this administrative regulation established any fees or directly or indirectly increased any fees: N/A.

(9) TIERING: Is tiering applied? Tiering was not appropriate in this administrative regulation because the administrative regulation applies equally to all school districts and all public charter schools.

FISCAL NOTE ON STATE OR LOCAL GOVERNMENT

Administrative Regulation: 701 KAR 8:020

Contact Person: Kevin C. Brown

Phone: 502-564-4474

Email: kevin.brown@education.ky.gov

1. What units, parts or divisions of state or local government (including cities, counties, fire departments, or school districts) will be impacted by this administrative regulation? School districts, public charter schools, and the Department of Education.

2. Identify each state or federal statute or federal regulation that requires or authorizes the action taken by the administrative regulation. KRS 160.1590 to 160.1599 and 161.141.

3. Estimate the effect of this administrative regulation on the expenditures and revenues of a state or local government agency (including cities, counties, fire departments, or school districts) for the first full year the administrative regulation is to be in effect. This administrative regulation should have no impact on the expenditures or revenues for school districts or public charter schools.

(a) How much revenue will this administrative regulation generate for the state or local government (including cities, counties, fire departments, or school districts) for the first year? This administrative regulation should not impact school district revenues or public charter schools.

(b) How much revenue will this administrative regulation generate for the state or local government (including cities, counties, fire departments, or school districts) for subsequent years? This administrative regulation should not impact school district or public charter school revenues.

(c) How much will it cost to administer this program for the first year? Administration costs to school districts or public charter schools should be minimal to none.

(d) How much will it cost to administer this program for subsequent years? Administration costs to school districts or public charter schools should be minimal to none.

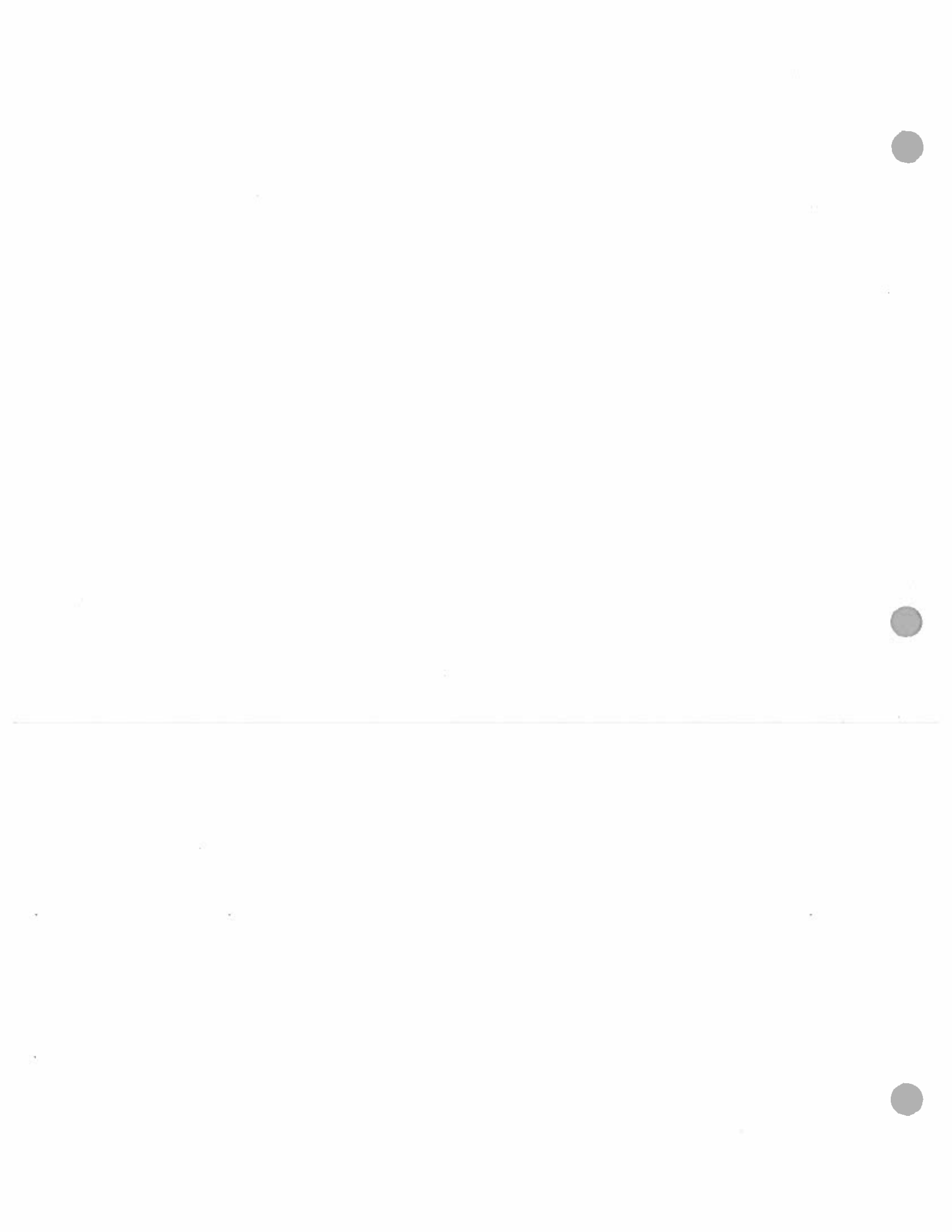
Note: If specific dollar estimates cannot be determined, provide a brief narrative to explain the fiscal impact of the administrative regulation.

Revenues (+/-):

Expenditures (+/-):

Other Explanation:

There should be no fiscal impact resulting from the new administrative regulation.



Kentucky Board of Education
701 KAR 8:020
Charter Authorizer's Notice of Intent

_____ (Authorizer) herein submits a notice of intent, pursuant to KRS 160.1591(c) or (d), to serve as a charter school authorizer.

In submitting this notice, I recognize that:

The filing of a notice of intent shall not be construed as an obligation for the authorizer to approve a charter application in any year; and

The Kentucky Board of Education (KBE) shall post all notices of intent on the Kentucky Department of Education public website upon receipt and the authorizer shall post its Notice of Intent on its website upon submission to the KBE.

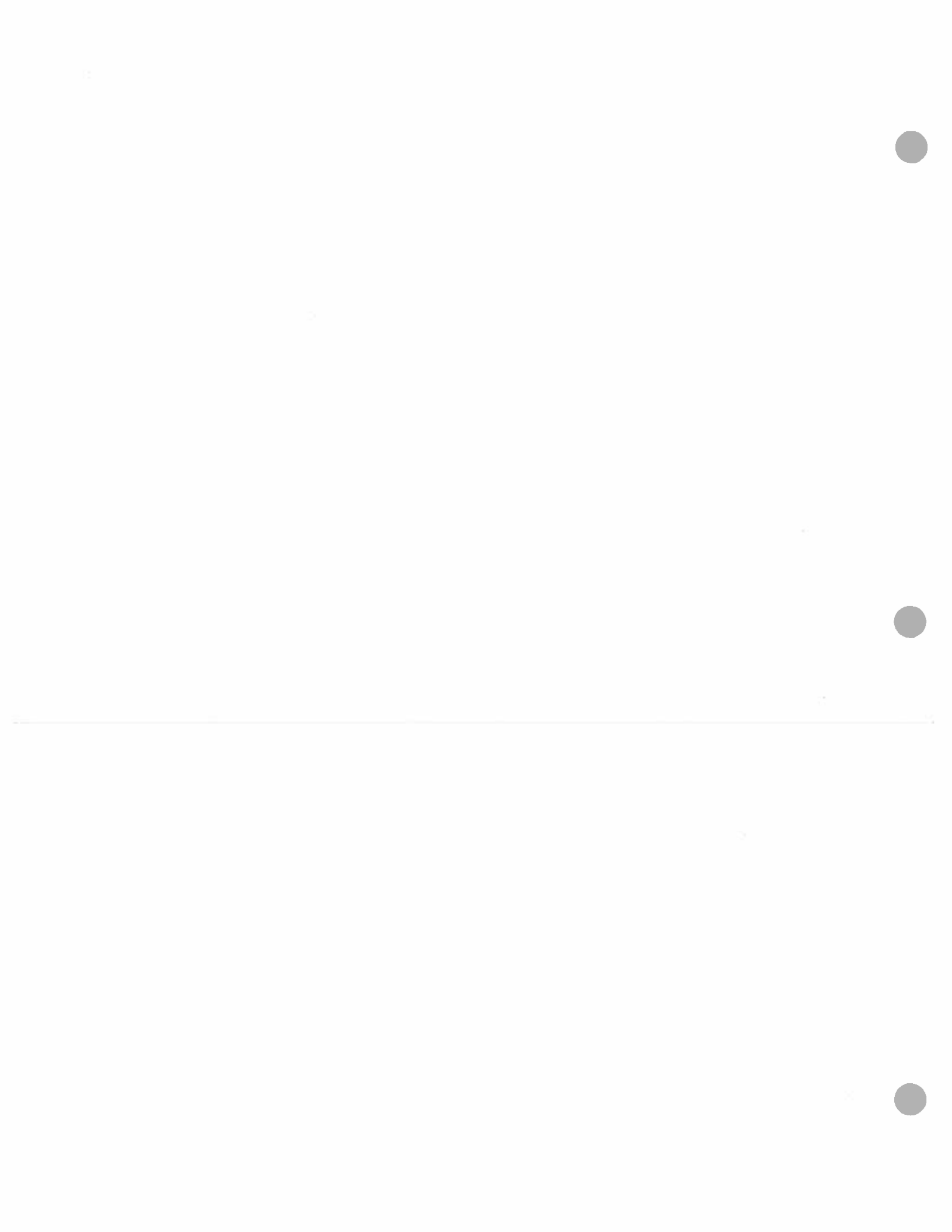
1. As an authorizer, my strategic vision for chartering and the purpose I expect to fulfill as a charter authorizer are: _____.

2. As an authorizer, my plan to support the chartering vision described above is:

_____.

Name Title

Signature Date



**Kentucky Board of Education
701 KAR 8:020**

CHARTER SCHOOL CONTRACT

© 2017 National Association of Charter School Authorizers (NACSA) This document is a derivative of a NACSA document that carries a Creative Commons license, which permits noncommercial re-use of content when proper attribution is provided. This means you are free to copy, display, and distribute this work, or include content from the contract in derivative works, under the conditions described at www.qualitycharters.org.

This agreement is executed within seventy-five (75) days of the final approval of the Application, on this _____ day of _____ 20__ by and between _____ (Authorizer), and _____ (Charter School Board) to establish and operate the _____ Charter School (Charter School), an independent and autonomous public charter school, under KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.

WHEREAS, the Kentucky General Assembly has authorized the establishment of public charter schools in the Commonwealth;

WHEREAS, the Kentucky General Assembly granted Authorizer the authority to authorize a public charter school within the _____ School District for the education of resident students;

[FOR NEW CHARTER SCHOOLS:]

WHEREAS, on [DATE], Authorizer received an application from _____ for consideration of a Charter School referred to as [NAME OF CHARTER SCHOOL];

WHEREAS, the Authorizer held a public comment hearing and allowed public comment on the application on [DATE] at [LOCATION WITHIN THE RESIDENT SCHOOL DISTRICT] prior to approving the Application;

WHEREAS, the Authorizer reviewed any objection and evidence of substantial hardship submitted by a resident superintendent prior to approving the Application;

WHEREAS, on [DATE], the Authorizer found the application met the requirements of KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8 and approved the application subject to conditions outlined in Resolution # [NUMBER];

WHEREAS, the application was approved by the Commissioner of Education; and

WHEREAS, the Charter School is a non-profit organization, eligible for operation of a charter school.

[FOR RENEWAL CHARTER SCHOOLS:]

WHEREAS, on [DATE], the Authorizer and the Charter School (collectively, Parties) have previously entered into a Charter Contract dated [DATE] for the establishment of the Charter School;

WHEREAS, on [DATE], the Parties' previous Charter Contract shall expire;

WHEREAS, on [DATE], Authorizer received a renewal application from the Charter School;

WHEREAS, the Authorizer held a public comment hearing and allowed public comment on the renewal of the Charter School on [DATE] at [LOCATION WITHIN THE RESIDENT SCHOOL DISTRICT] prior to approving the renewal request;

WHEREAS, the Authorizer reviewed any objection and evidence of substantial hardship submitted by a resident superintendent prior to approving the renewal of the Charter School;

WHEREAS, on [DATE], the Authorizer approved the Application subject to conditions outlined in Resolution # [NUMBER];

WHEREAS, on [DATE], the Authorizer found the renewal application met the requirements of KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8 and approved the renewal application subject to conditions outlined in Resolution # [NUMBER];

WHEREAS, the renewal application was approved by the Commissioner of Education; and

WHEREAS, the Charter School is a non-profit organization, eligible for operation of a charter school.

NOW THEREFORE in consideration of the foregoing, the Authorizer and the Charter School (collectively, Parties) agree as follows:

I. ESTABLISHMENT [OR CONTINUED OPERATION] OF CHARTER SCHOOL

As authorized by KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8, the Authorizer hereby grants a charter to the Charter School Board and authorizes the establishment [OR continued operation] of the Charter School with the aforementioned conditions, and on the terms and conditions set forth in this Charter School Contract (Charter Contract or Contract or Charter).

II. MISSION AND EDUCATIONAL OBJECTIVES

The mission of the Charter School is as follows:
[CHARTER SCHOOL'S MISSION AS STATED IN ITS APPROVED APPLICATION]

The educational objectives of the Charter School are as follows:
[CHARTER SCHOOL'S EDUCATIONAL OBJECTIVES AS STATED IN ITS APPROVED APPLICATION]

III. ESSENTIAL OR INNOVATIVE FEATURES OF THE CHARTER SCHOOL

[INSERT ESSENTIAL OR INNOVATIVE FEATURES OF THE CHARTER SCHOOL AS STATED IN THE APPROVED APPLICATION]

IV. TERM OF CHARTER CONTRACT

This Charter Contract is effective [DATE], and shall terminate on [DATE], unless earlier terminated as provided herein.

V. GENERAL

- A. Merger. This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract. The approved Application is **Appendix 1** to this Contract and merged herein, to the extent the terms of the Contract do not contradict. Any contradiction between the approved Application and this Contract result in the prevalence of the Contract provision over the conflicting approved Application provision.
- B. Amendments. No amendment to this Contract shall be valid unless ratified in writing by the Authorizer and the Charter School's governing body, approved by the Commissioner of Education, and executed by authorized representatives of the Parties.
- C. Effective Date. Neither this Contract, nor any amendment of this Contract, shall be effective until the date of the approval by the Commissioner of Education.
- D. Governing Law, Enforceability, Dispute Resolution, and Choice of Forum and Venue. This Contract shall be governed and construed according to federal law, the Kentucky Constitution, the applicable Kentucky Revised Statutes, and the applicable Kentucky Administrative Regulations. If any provision of this Contract, the approved Application, or the application of this Contract to the Charter School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. The Parties shall, upon the request of either party, negotiate in good faith to adopt any necessary or appropriate replacement provisions. Any action brought by one party against the other shall be brought in the circuit court of the resident school district or the following dispute resolution process may be employed:
[INSERT ANY DISPUTE RESOLUTION PROCESS NEGOTIATED BETWEEN THE AUTHORIZER AND THE CHARTER SCHOOL BOARD]
- E. No Waiver. The Parties agree that no assent, express or implied, to any breach by either party of any one (1) or more of the provisions of this Contract shall constitute a waiver of any other breach.
- F. Severability. If any provision of this Charter Contract is determined to be

unenforceable or invalid for any reason, the remainder of the Charter Contract shall remain in full force and effect.

- G. Contradicting or Conflicting Provisions. If any provision of this Charter Contract is determined to contradict or conflict with any other provision of the Charter Contract, the contradiction or conflict shall be resolved in favor of the intent and purposes of KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.
- H. No Third-Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.
- I. Non-Assignment. Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment.

VI. GOVERNANCE

A. Governance Authority.

1. The Charter School shall be governed by the Charter School Board in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state and federal law.
2. The Charter School Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, the fulfillment of the Charter Contract, and approval of the Charter School's budgets.
3. The Charter School Board shall also have authority for and be responsible for policy and operational decisions of the Charter School, although the Charter School Board may delegate decision-making authority for policy and operational decisions to officers, employees and agents of the Charter School, except as described in this Charter Contract.

B. Governance Structure. The Charter School Board shall govern the Charter School pursuant to the following terms and conditions:

1. The articles of incorporation and bylaws of the entity holding the charter shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law and this Charter Contract. The articles of incorporation and bylaws are attached to this Contract as **Appendix [NUMBER]** (initially or as amended, Articles and Bylaws). Any modification of the Articles and Bylaws shall be submitted to the Authorizer within five (5) days of approval by the Charter School Board.
2. Charter School Board composition shall meet the following requirements:
 - a. The Charter School Board shall at all times include at least two (2) resident parents or persons with custody or charge of resident students who will attend the Charter School that school year;
 - b. Collectively, Charter School Board members shall possess expertise in leadership, curriculum and instruction, law, and finance;

- c. A member of the Charter School Board shall not be an employee of the Charter School or of an education service provider (ESP) that provides services to the Charter School;
- d. The composition of the Charter School Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and policy. The roster of the Charter School Board and each member's disclosure form are attached to this Contract as **Appendix [NUMBER]** (initially or as amended, Board Roster and Disclosures). The Charter School Board shall notify the Authorizer of any changes to the Charter School Board Roster and Disclosures within five (5) days of the changes taking effect and provide an amended Charter School Board Roster and Disclosures; and
- e. In no event shall the Charter School Board, at any time, fail to be authorized to do business and in good standing in the Commonwealth of Kentucky, pursuant to KRS Chapter 14A.

C. Conflict of Interest.

- 1. A member of the Charter School Board shall:
 - a. Not be an employee of the Charter School or of an education service provider that provides services to the Charter School; and
 - b. File full disclosure reports and identify any potential conflicts of interest, relationships with management organizations, and relationships with family members who are applying to or are employed by the Charter School or have other business dealings with the Charter School, the management organization of the Charter School, or any other public charter school and shall make these documents available online through the Authorizer.
- 2. Notwithstanding any provision to the contrary in the Charter Contract, approved Application, or the Articles and Bylaws, in no event shall the Charter School Board, at any time, be composed of voting members of whom a majority are directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of the Charter School itself or of another charter school), regardless of whether said entity is affiliated or otherwise partnered with the Charter School. For the purposes of this paragraph, "single entity" shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The Authorizer may, at its sole discretion, waive this restriction upon a written request from the Charter School.
- 3. On [DATE], the Charter School Board adopted the Conflicts of Interest Policy attached to this Charter Contract as **Appendix [NUMBER]** and shall at all times comply with its provisions. Any amendment to **Appendix [NUMBER]** shall be adopted by the Charter School Board and approved in writing by the Authorizer, which shall not be unreasonably withheld and may be with made without material amendment to this Charter Contract

D. Not For-Profit. In no event shall the Charter School Board, at any time, include a for-profit organization or its designee.

E. Not Religious. To the extent not prohibited by federal law, in no event shall the Charter School Board at any time include or substantially replicate or be wholly or partly under

the control or direction of the governing board of an organization that is organized for religious purposes, within the meaning of 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualifying for tax-exempt status pursuant to 501(c)(3) of the Internal Revenue Code of 1986, as amended, or its designee.

- F. Non-Commingling. Assets, funds, liabilities, and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

- G. Grievance Process. The following process shall be available and utilized for an objection to a policy, procedure, protocol, decision, or practice at the Charter School:
[INSERT THE GRIEVANCE PROCESS INFORMATION FROM THE APPROVED APPLICATION]

- H. Staff.
 - 1. The Charter School shall implement the completed staffing charter in the approved Application.
 - 2. The Charter School shall utilize the personnel policies or employee manual and job descriptions, salary ranges, employment benefits, incentives and reward structures, and strategy for retention of high-performing teachers, as described in the approved Application.
 - 3. The Charter School shall implement the strategy, plans, and timeline for recruitment and hiring of the teaching staff, as described in the approved Application.
 - 4. The Charter School shall utilize the procedures for hiring and dismissal of school personnel, including conducting background checks, as described in the approved Application.
 - 5. The principal/school leader and all teachers shall be supported, developed, and evaluated each school year, as described in the approved Application.
 - 6. The Charter School shall handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover, as described in the approved Application.

VII. CHARTER SCHOOL OPERATIONS

- A. In General. The Charter School and the Charter School Board shall operate at all times in accordance with the U.S. Constitution, all federal laws, and the Kentucky Constitution. The Charter School and the Charter School Board shall operate at all times in accordance with the following as applicable to charter schools: Kentucky laws, local ordinances, and Authorizer policies.

- B. Public Charter School Status. Pursuant to KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8, the Charter School shall be deemed a public charter school subject to all applicable provisions of local, state, and federal law specifically including but not limited to: health and safety, civil rights, disability rights, student assessment and assessment administration, data collection, reporting, and Open Records and Open Meetings.

- C. Nonsectarian Status. The Charter School shall be nonsectarian in its programs, application and enrollment policies, employment practices, and all other operations. The Charter School shall not be, to any extent, under the control or direction of any religious denomination or include any parochial or religious theme.
- D. Constitutionally Protected Student Right to Prayer. The Charter School shall have no policy that denies a student's right to participation in constitutionally protected prayer, and pursuant to Section 8524 of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), the Charter School shall certify in writing to the KDE that the Charter School has no policy that denies a student's right to participation in constitutionally protected prayer.
- E. FERPA Compliance. The Charter School is subject to all provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and implementing regulations. In the event the Charter School closes, the Charter School shall work with the Authorizer to transfer all official student records in compliance with FERPA, and KRS 158.032 and 159.170 to the receiving school or district.
- F. Non-Profit Status. The Charter School shall be a non-profit organization, organized and in good standing to do business in the Commonwealth of Kentucky.
- G. Board Member Training. Each Charter School Board member shall participate in nine (9) hours of annual training, with six (6) additional hours of training for new Charter School Board members and members of newly-approved charter schools during the first year after approval. The training shall include certain topics, including financial governance and transparency, conflict of interest, and ethics, and be approved by the Commissioner of Education.
- H. Open Meetings and Public Records. The Charter School shall maintain and implement policies to ensure that it complies with all applicable laws and regulations relating to public meetings and records, pursuant to KRS Chapter 61 and 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.
- I. Nondiscrimination. The Charter School shall not discriminate against any student, employee or any other person on the basis of race (in violation of the federal civil rights laws), ethnicity, national origin, gender (except with respect to admission of students by single-sex charter schools, compliant with the federal regulations), disability, academic ability, athletic ability, or any other ground that would be unlawful if done by any other public charter school. It shall take all steps necessary to ensure that discrimination does not occur, as required by the federal civil rights laws.
- J. Authorizer's Right to Review. The Charter School shall be subject to review of its operations and finances by the Authorizer, including related records, when the Authorizer, in its sole discretion, deems such review necessary.
- K. Administrative Records.
 - 1. The Charter School shall maintain all administrative records, including student

- academic records, required by law and Authorizer policies and procedures.
2. The Charter School agrees to make all administrative and student records promptly available to the Authorizer upon request.
 3. The Charter School agrees to utilize the same system and timelines for reporting student information data and financial data as is utilized by other school districts across the state.
 4. If any litigation, claim, or audit is commenced or reasonably anticipated before the expiration of an applicable document retention period, the Charter School shall retain all related records until all litigation, claims, or audit findings involving the records have been resolved.
- L. Charter School Board Member Compensation and Expenses. The Charter School Board members shall not be compensated for their services or reimbursed for their expenses in excess of the limits in KRS 160.280 for board of education members.
- M. No Encumbrances. The Charter School shall not encumber to any third party any of its assets without the written permission of the Authorizer.
- N. Ethics. The Charter School Board shall adopt a Charter School Code of Ethics and ensure adherence to the restrictions and requirements in this policy by Charter School Board members, Charter School employees, and contractors. The Charter School Code of Ethics is attached to this Contract as **Appendix [NUMBER]**.
- O. Conflict of Interest. The Charter School Board shall adopt a Charter School Conflict of Interest policy and ensure adherence to the restrictions and requirements in this policy by Charter School Board members, Charter School employees, and contractors. The Charter School Conflict of Interest policy is attached to this Contract as **Appendix [NUMBER]**.
- P. Charter School Safety Plan. The Charter School shall prepare a safety plan in accordance with KRS 158.440 et seq., which shall be submitted to other government officials in conformity with the requirements on all other public schools of Kentucky.
- Q. Pre-Opening Requirements. The Parties shall mutually agree upon pre-opening requirements or conditions to monitor the start-up progress of a newly approved public charter school, to ensure that the Charter School is prepared to open timely and smoothly on the date agreed, and to ensure that the Charter School meets all benchmarks related to facilities, health, safety, insurance, school personnel, enrollment, curriculum and instruction, operations and fiscal management, governance, and other legal requirements for the Charter School opening. These mutually agreed upon pre-opening requirements or conditions are as follows:
[INSERT THE MUTUALLY AGREED UPON PRE-OPENING REQUIREMENTS AND CONDITIONS]
- R. Pre-Opening Termination and Delay in Opening. Failure by the Charter School Board to comply with the pre-opening requirements or conditions may result in the immediate revocation of the Charter Contract and:
1. May result in the delay in the opening of the Charter School by up to one (1) year if the Authorizer does not determine that the Charter School is more likely than not to

close during the school year; or

2. Shall result in the delay in the opening of the Charter School by up to one (1) year if the Authorizer does determine that the Charter School is more likely than not to close during the school year.

S. Transactions with Affiliates. To the extent not prohibited outright by the Charter School Code of Ethics or the Charter School Conflict of Interest policy, the Charter School shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease, or exchange of any property or the rendering of any service) with any affiliate of the Charter School, any member past or present of the Charter School Board, or any employee past or present of the Charter School (except in their employment capacity), or any family member of the foregoing individuals, unless:

1. The terms of such transaction (considering all the facts and circumstances) are no less favorable to the Charter School than those that could be obtained at the time from a person that is not such an affiliate, member or employee or an individual related thereto;
2. The involved individual recuses him or herself from all Charter School Board discussions, and does not vote on or decide any matters related to such transaction; and
3. The Charter School Board discloses this potential transaction to the Authorizer and it is approved by the Authorizer.

T. Compliance with the Requirements of KRS 160.1592(3) and 160.1593(3). To the extent otherwise not specifically provided for in this Charter Contract, the Charter School shall comply with the requirements of KRS 160.1592(3) and 160.1593(3), as described in the approved Application.

[INSERT ADDITIONAL PROVISIONS REQUIRED BY KRS 160.1592(3) AND 160.1593(3) FROM THE APPROVED APPLICATION]

VIII. THIRD-PARTY EDUCATION SERVICE PROVIDERS OR OTHER PARTNERS

A. Contract only with Approval. The Charter School shall not, without explicit approval of the Authorizer, contract with a third party education service provider or other partner to provide comprehensive (all or a substantial portion of the) services necessary to manage and operate the Charter School.

B. Agreement with Education Service Provider or Other Partner. If the Charter School intends to enter into such a contract, it shall enter into a legally binding and enforceable agreement with such entity named in the Application (Education Service Provider, or other partner), subject to the approval of the Authorizer and the requirements set forth in **Appendix [NUMBER]**.

C. Education Service Contract. The Education Service Contract shall set forth with particularity *inter alia*,

1. The contingent obligations and responsibilities of each party in the event that the Education Service Contract has to be modified in order to obtain or maintain the

- Charter School's status under state and federal law; and
2. The extent of the participation of the Education Service Provider, or other partner, in the organization, operation, and governance of the Charter School.
- D. Independent Legal Review and Counsel. No later than thirty (30) days prior to entering into the Education Service Contract, the Charter School shall provide a copy of the Education Service Contract in proposed final form to the Authorizer. Such Education Service Contract shall be accompanied by a letter from a licensed attorney representing the Charter School stating that the Education Service Contract meets the attorney's approval. Such attorney shall not represent or be retained by the Education Service Provider or other partner.
- E. Charter Contract Amendment and Approval. The Education Service Contract shall not be executed until the Charter School is notified in writing by the Authorizer that the Education Service Contract meets its approval. The Charter School shall not enter into any contract for comprehensive Charter School services to be performed in substantial part by any other entity not identified as such in the approved Application without receiving prior written approval from the Authorizer, without amending the Charter Contract, and without receiving approval from the Commissioner of Education.
- F. ESP Contract Terms. Any contract with a third part education service provider or other partner shall include the following, none of which may be waived or delegated by the Charter School:
1. Clearly establish the primacy of the Charter Contract over the contract between the Charter School Board and the education service provider or other partner;
 2. Clearly identify the Charter School Board as the party ultimately responsible for the success or failure of the Charter School, and clearly define the education service provider or other partner as a vendor of services;
 3. Prohibit the education service provider or other partner from selecting, approving, employing, compensating, or serving as members of the Charter School Board;
 4. Require the Charter School Board to directly select, retain, and compensate the Charter School's legal counsel, finance staff, audit firm, and principal/school leader;
 5. Provide for payments to the Charter School to be made to an account controlled by the Charter School Board, not the education service provider or other partner;
 6. Require all instructional materials, furnishings, and equipment purchased or developed with school funds be the property of the Charter School, not the education service provider or other partner;
 7. Identify and describe the roles and responsibilities of the Charter School Board and the education service provider or other partner, including all services to be provided under the contract between the Charter School Board and the education service provider or other partner;
 8. Identify and describe the performance measures and consequences by which the Charter School Board shall hold the education service provider or other partner accountable for performance, aligned with the performance measures in the Charter Contract;
 9. Identify and describe with specificity all compensation to be paid to the education service provider or other partner, including all fees, bonuses, and the conditions, consideration, and restrictions on such compensation;
 10. Identify and describe the terms of any facility agreement that may be part of the

- relationship;
11. Identify and describe financial reporting requirements and provisions for the Charter School Board's financial oversight of the Charter School and the education service provider or other partner;
 12. Identify and describe all other financial terms of the contract, including disclosure and documentation of all loans or investments by the education service provider or other partner to the Charter School Board, and provision for the disposition of assets upon closure of the Charter School in accordance with KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8;
 13. Include assurances that the Charter School Board, at all times, shall maintain independent fiduciary oversight and authority over the Charter School budget and ultimate responsibility for the Charter School's performance;
 14. Include provisions for contract termination without penalties for the Charter School Board and without costs beyond the pro-rated value of the services provided;
 15. Assure:
 - a. That the Charter School Board shall be structurally independent from the education service provider or other partner and shall set and approve school policies;
 - b. That the terms of the contract between the Charter School Board and the education service provider or other partner are reached through arm's-length negotiations in which the Charter School Board is represented by legal counsel that does not also represent the education service provider or other partner; and
 16. Identify and describe the respective responsibilities of the Charter School Board and the education service provider or other partner in the event of school closure.

IX. EDUCATIONAL PROGRAM

- A. Design Elements. The Charter School shall implement and maintain the following essential design elements of its educational program, subject to modification with the Authorizer's written approval:

[INSERT ELEMENTS AND OBJECTIVES OF THE EDUCATIONAL PROGRAM FROM THE APPROVED APPLICATION]

- B. Content Standards. The Charter School's educational program shall meet or exceed the Kentucky academic standards, and any additional academic standards identified in the approved Application.

[INSERT LANGUAGE ON THE CONTENT STANDARDS FROM THE APPROVED APPLICATION]

- C. Curriculum.

1. The Charter School shall implement the curriculum described in the approved Application, supplemented with such other curriculum, which may be helpful to the Charter School's academic progress to the extent that such curriculum meets or exceeds the Kentucky academic standards and any academic standards of the Authorizer.
2. The Charter School may, with notice to the Authorizer but without seeking Authorizer approval, make reasonable modifications to its approved curriculum to permit the Charter School to meet its educational goals, and student achievement standards.

3. Any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the approved curriculum to cease to be in operation shall require approval from the Authorizer and an amendment to this Charter Contract.
- D. Student Performance Standards. The Charter School shall provide educational services and determine educational outcomes according to the following student performance standards:
[INSERT INFORMATION ON THE STUDENT PERFORMANCE STANDARDS FROM THE APPROVED APPLICATION]
- E. Parent and Community Engagement and Involvement. The Charter School shall take the following actions to engage and involve parents, persons with custody or charge, adult students, emancipated youth students, and the targeted school community:
[INSERT THE PARENT, PERSON WITH CUSTODY OR CHARGE, ADULT STUDENT, EMANCIPATED YOUTH STUDENT, AND COMMUNITY INVOLVEMENT AND ENGAGEMENT INFORMATION FROM THE APPROVED APPLICATION]
- F. Charter School Culture. The Charter School shall provide a positive academic environment that reinforces student intellectual and social development. The Charter School shall create and implement this school culture as follows:
[INSERT THE SCHOOL CULTURE INFORMATION FROM THE APPROVED APPLICATION]
- G. Graduation Requirements [for charter high schools]. The Charter School's curriculum and credit requirements shall meet or exceed all applicable graduation requirements as established by the Kentucky Board of Education. The Charter School's curriculum and credit requirements SHALL/MAY [CHOOSE ONE] meet or exceed the following additional graduation requirements:
[INSERT CHARTER SCHOOL GRADUATION REQUIREMENTS FROM THE APPROVED APPLICATION]
- H. Staff Qualifications and Background Checks. Each teacher shall possess all applicable qualifications as required by state and federal law. Each member of the Charter School Board, each Charter School staff member, and each Charter School volunteer shall be required to undergo and pass the background check requirements of KRS 160.380 and 161.148 for school district employees.
- I. Staff Training and Professional Development. The Charter School shall provide staff any training and any professional development required by state or federal law and included in the approved Application. The Charter School shall amend its professional development offerings in response to the needs realized during the contract term, as stated in the approved Application.
[INSERT PROFESSIONAL DEVELOPMENT REQUIREMENTS FROM THE APPROVED APPLICATION]
- J. Student Assessment. As required by KRS 160.1592, the Charter School shall participate in

all testing programs required by the Kentucky Board of Education (KBE) and the Kentucky Department of Education (KDE). The Charter School shall comply with all assessment protocols and requirements as established by the KBE and the KDE, maintain test security, and administer the tests consistent with all relevant state and Authorizer requirements. The Charter School shall follow professional and ethical standards in the conduct of testing, including but not limited to 703 KAR 5:080, Administration Code for Kentucky's Assessment Program and KRS 160.1592(3)(g) for a student assessment included in the academic performance goals of the charter contract or the state accountability system. The Charter School may administer additional student assessment measures, if approved by the Authorizer. The additional student assessment measures the Charter School plans to utilize are as follows:

[INSERT ADDITIONAL STUDENT ASSESSMENT MEASURES INFORMATION]

K. English Learners.

The Charter School shall at all times comply with all state and federal law applicable to the education of English learners, including but not limited to the Elementary and Secondary Education Act (ESEA), Titles IV and VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974 (EEOA), and 703 KAR 5:070. The Charter School shall provide resources and support to English learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall employ and train teachers to provide appropriate services to English learners. In consultation with the Authorizer and subject to Authorizer approval, the Charter School shall establish and follow policies and procedures for identifying, assessing and exiting English learners, consistent with all applicable state and federal law. The Authorizer and Charter School shall work to assure compliance with any and all requirements of state and federal law regarding services to English learners.

[INSERT ADDITIONAL ENGLISH LEARNER PROVISIONS FROM THE APPROVED APPLICATION]

L. Students with Disabilities/Special Needs/At-Risk Students.

1. The Charter School shall provide services and accommodations to students with disabilities/students with special needs as set forth in the approved Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*) (IDEA), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (ADA), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504), and all applicable regulations promulgated pursuant to such federal laws. This includes performing Child Find responsibilities, and providing services to attending students with disabilities in accordance with the individualized education program/plan (IEP) recommended by a student's IEP team. The Charter School is a local education agency (LEA) for special education purposes, and shall comply with all applicable requirements of federal and Kentucky law for an LEA concerning the provision of services to students with disabilities.

[INSERT ADDITIONAL APPLICABLE PROVISIONS FROM THE APPROVED APPLICATION]

2. The Charter School's responsibilities as an LEA include:
[LIST LEA SPECIAL EDUCATION RESPONSIBILITIES OF THE CHARTER SCHOOL HERE]

M. Response to Intervention. The Charter School shall provide response to intervention services to those students with academic or behavior needs whom the Charter School has not identified under the Child Find responsibilities of special education law for evaluation or who were evaluated and not identified as a student with special needs under the special education law.

[INSERT THE RESPONSE TO INTERVENTION INFORMATION FROM THE APPROVED APPLICATION]

N. Students at Risk of Academic Failure. The Charter School shall identify and meet the learning needs of students who are performing below grade level, students at risk of academic failure or dropping out, academically behind, or traditionally underperforming and monitor their progress.

[INSERT THE STUDENTS AT RISK OF ACADEMIC FAILURE INFORMATION FROM THE APPROVED APPLICATION]

O. Gifted and Bilingual Students. The Charter School shall identify and meet the needs of intellectually gifted students and bilingual students.

[INSERT THE GIFTED STUDENT AND BILINGUAL STUDENT INFORMATION FROM THE APPROVED APPLICATION]

P. Trauma-Informed Care and Education. The Charter School shall provide trauma-informed care and education to those students who would benefit.

[INSERT THE TRAUMA-INFORMED CARE AND EDUCATION INFORMATION FROM THE APPROVED APPLICATION]

Q. Supplemental Programming and Health Services. The Charter School shall provide the following supplemental programming, extracurricular and cocurricular activities and programming, and health services:

[INSERT THE SUPPLEMENTAL PROGRAMMING AND HEALTH SERVICES INFORMATION FROM THE APPROVED APPLICATION]

R. Food Services. The Charter School shall operate and provide food services to the students as follows:

[INSERT THE FOOD SERVICES INFORMATION FROM THE APPROVED APPLICATION]

S. Health Services and Other Supplemental Services. The Charter School shall provide health services and other supplemental services to the students as follows:

[INSERT THE HEALTH SERVICES AND OTHER SUPPLEMENTAL SERVICES INFORMATION FROM THE APPROVED APPLICATION]

T. Student Discipline.

1. The Charter School shall promote good discipline and implement discipline for students with the provision of due process rights to students, in accordance with the attached student discipline policy. Attach discipline policy as **Appendix [NUMBER]**.

2. The Charter School shall utilize positive behavioral interventions and supports (PBIS) and shall not use physical restraint or seclusion to punish a student.

U. Programmatic Audits. The Charter School shall annually audit the implementation and effectiveness of the Charter School's education program, in accordance with the plan described in the approved Application.

X. CHARTER SCHOOL PERFORMANCE STANDARDS AND FRAMEWORK

A. Charter School Performance Expectations. The Charter School shall annually *Meet Expectations* or *Exceed Expectations* on the Authorizer's Charter School Performance Framework.

B. Authorizer's Performance Framework

1. The Authorizer's Academic, Financial, and Organizational Performance Frameworks together constitute the Authorizer's Charter School Performance Framework (Performance Framework), attached and incorporated into this Charter Contract as **Appendix [NUMBER]**. The Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Application and not explicitly incorporated into the Performance Framework.

[THE AUTHORIZER PERFORMANCE FRAMEWORK IS REQUIRED BY KRS 160.1596(1)(d) TO INCLUDE THE FOLLOWING:

AT A MINIMUM, INDICATORS, MEASURES, AND METRICS FOR:

A. STUDENT ACADEMIC PROFICIENCY;

B. STUDENT ACADEMIC GROWTH;

C. ACHIEVEMENT GAPS IN BOTH STUDENT PROFICIENCY AND STUDENT GROWTH BETWEEN STUDENT SUBGROUPS, INCLUDING RACE, SEX, SOCIOECONOMIC STATUS, AND AREAS OF EXCEPTIONALITY;

D. STUDENT ATTENDANCE;

E. STUDENT SUSPENSIONS;

F. STUDENT WITHDRAWALS;

G. STUDENT EXITS;

H. RECURRENT ENROLLMENT FROM YEAR TO YEAR;

I. COLLEGE OR CAREER READINESS AT THE END OF GRADE TWELVE (12);

J. FINANCIAL PERFORMANCE AND SUSTAINABILITY; AND

K. BOARD OF DIRECTORS' PERFORMANCE AND STEWARDSHIP, INCLUDING COMPLIANCE WITH ALL APPLICABLE STATUTES, ADMINISTRATIVE REGULATIONS, AND TERMS OF THE CHARTER CONTRACT.]

[THE AUTHORIZER PERFORMANCE FRAMEWORK IS REQUIRED BY KRS 160.1596(1)(d) TO ALLOW THE INCLUSION OF ADDITIONAL RIGOROUS, VALID, AND RELIABLE INDICATORS PROPOSED BY A PUBLIC CHARTER

SCHOOL TO AUGMENT EXTERNAL EVALUATIONS OF ITS PERFORMANCE. THE PROPOSED INDICATORS SHALL BE CONSISTENT WITH THE PURPOSES OF KRS 160.1590 TO 160.1599 AND 161.141 AND SHALL BE NEGOTIATED WITH THE AUTHORIZER.]

[THE AUTHORIZER PERFORMANCE FRAMEWORK IS REQUIRED BY KRS 160.1596(1)(d) TO DISAGGREGATE STUDENT PERFORMANCE DATA BY SUBGROUPS, INCLUDING RACE, SEX, SOCIOECONOMIC STATUS, AND AREAS OF EXCEPTIONALITY. THE AUTHORIZER SHALL BE RESPONSIBLE FOR COLLECTING, ANALYZING, AND REPORTING TO THE STATE BOARD ALL STATE-REQUIRED ASSESSMENT AND ACHIEVEMENT DATA FOR EACH PUBLIC CHARTER SCHOOL IT OVERSEES.]

[PURSUANT TO KRS 160.1596(1)(e), THE ANNUAL STUDENT ACHIEVEMENT PERFORMANCE TARGETS SHALL BE SET, IN ACCORDANCE WITH THE STATE ACCOUNTABILITY SYSTEM, BY EACH PUBLIC CHARTER SCHOOL IN CONJUNCTION WITH ITS AUTHORIZER, AND THOSE MEASURES SHALL BE DESIGNED TO HELP EACH SCHOOL MEET APPLICABLE FEDERAL, STATE, AND AUTHORIZER GOALS.]

2. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authorizer and shall be binding on the Charter School.

- C. Performance Framework and Monitoring. The Authorizer shall monitor and periodically report, to those entities identified in KRS 160.1596(5) and the public, on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Such reporting shall take place at least annually. The Authorizer may make announced or unannounced visits to the Charter School to monitor its performance.

[INSERT THE PROCESS THE AUTHORIZER SHALL USE TO PROVIDE ONGOING MONITORING, INCLUDING A PROCESS TO CONDUCT ANNUAL SITE VISITS. INSERT THE PROCESS THE AUTHORIZER SHALL USE TO OVERSEE THE CORRECTION OF ANY DEFICIENCIES NOTED DURING MONITORING.]

- D. Performance on Goals and Revocation, Renewal, Nonrenewal Decisions. The Charter School's performance in relation to the indicators, measures, metrics, and targets set forth in the Academic, Organizational, and Financial Performance Frameworks shall provide the basis upon which the Authorizer shall decide whether to revoke the Charter School's Charter Contract during the Charter term and whether to renew the Charter School's Charter at the end of the Charter term. If at all possible, Authorizer shall not take revocation action against the Charter School's Charter Contract which would close the Charter School during a school year.

- E. Accountability Law Requirements. The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Performance Framework may be modified or amended to the extent required to align with

changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authorizer shall use best efforts to apply expectations for Charter School performance in a manner consistent with those set forth in the Performance Framework as initially established in the Charter Contract.

XI. PERFORMANCE AUDITS AND EVALUATION

- A. Annual Performance Review. The Charter School shall be subject to a review of its academic, organizational, and financial performance at least annually and is required to provide by [DATE] of each year, all documentation listed in **Appendix [NUMBER]**.
- B. Ongoing Quality Assurance. The Charter School shall be subject to ongoing quality assurance activities as described in **Appendix [NUMBER]**.
- C. Assessment and Accountability. For purposes of state and federal assessment and accountability and federal funding, Authorizer, to every extent possible, shall hold the Charter School accountable in accordance with the Authorizer's Charter School Performance Framework. Consequences for issues related to state and federal assessment and accountability and federal funding shall be those prescribed by the state and federal assessment and accountability system and federal funding requirements.
- D. Federal Monitoring. The Charter School shall be subject to and comply with all federal monitoring requirements related to the receipt of federal funds.
- E. State Investigation and Monitoring.
 - 1. Authorizer, if it determines the Charter School Board has governance over more than one (1) charter school and has failed to meet the requirements of KRS 160.1592, shall commence an investigation to determine if the Charter School Board is in compliance with the charter contract for every charter school under the Authorizer's jurisdiction.
 - 2. Authorizer shall monitor the performance of the Charter Contract by the Charter School Board, and any educational service provider or other partner. If the Authorizer believes there is an issue with any aspect of performance of the Charter Contract, or compliance with any of the requirements of KRS 160.1590 to 160.1599, 161.141, or 701 KAR Chapter 8, the Authorizer shall commence an investigation.
 - 3. If the Authorizer verifies an issue with any aspect of performance of the Charter Contract, or compliance with any of the requirements of KRS 160.1590 to 160.1599, 161.141, or 701 KAR Chapter 8, the Authorizer shall notify the Commissioner of Education and may request assistance from the Commissioner of Education in addressing and remedying the issue.
 - 4. If the Authorizer verifies an issue with any aspect of the performance of the Charter Contract, or compliance with any of the requirements of KRS 160.1590 to 160.1599, 161.141, or 701 KAR Chapter 8, Authorizer shall take necessary action, including unilateral imposition of conditions on the Charter School, amendment, revocation, or non-renewal of the Charter Contract, to resolve the issue and to provide notice of the issue and the resolution to the Charter School's adult students, emancipated youth students, parents, and persons with custody or charge.

5. Authorizer shall at least monthly review the financial budget reports of the Charter School. If the budget projections indicate that the Charter School's annual operating expenses may at any time during the school year cause the annual operating revenues to fall below two percent (2%) of the total projected annual operating revenues included in the Charter School's approved budget, the Charter School shall provide specific notice of this to the Authorizer and the Authorizer shall take the following action:
 - a. Require the Charter School to implement a cash management plan approved by the Authorizer;
 - b. Commence a more in-depth review, and an audit if necessary, of the Charter School's financial budget reports, expenditures, and revenues;
 - c. Request financial management assistance for the Charter School from the KDE; and
 - d. Restrict the Charter School's expenditures and require the Authorizer's approval prior to expenditure of charter school funds for the remainder of the school year.
6. If the Charter School defaults on a financial obligation or if the Authorizer otherwise suspects the Charter School may close prior to the end of the school year or the charter contract term, the Authorizer shall:
 - a. Consult with the Commissioner of Education;
 - b. Communicate with the Charter School Board to determine the need for charter contract revocation;
 - c. Commence actions under 5 above;
 - d. Review the closure protocol;
 - e. Review this Charter Contract's termination provisions;
 - f. Communicate with the Charter School Board regarding the closure protocol and this Charter Contract's provisions for termination; and
 - g. Notify students and resident local school districts, as necessary.
7. Authorizer shall revoke the Charter Contract and determine the timeline for closure if the Authorizer determines the Charter School:
 - a. Is financially insolvent;
 - b. Is financially unsustainable for the remainder of the school year or the charter contract term; or
 - c. Has violated or threatened the health and safety of the students of the Charter School, pursuant to KRS 160.1598(7).
8. Authorizer or at least one member of the Authorizer's board of directors shall attend any due process hearing conducted pursuant to KRS 158.150 to suspend or expel a Charter School student; and, the charter school board of directors, with the consent of the parent, person with custody or charge, adult student, or emancipated student, and as otherwise allowed by confidentiality laws, may invite the resident local district superintendent to attend the due process hearing and to provide information to the charter school board of directors as to the educational services the resident local school district would provide the student if the student is expelled from the charter school and if the charter school board of directors determines, on the record and supported by clear and convincing evidence that the charter school cannot provide or assure that educational services are provided to the student in an appropriate alternative program or setting because the expelled student posed a threat to the safety of other students or school staff and could not be placed into a state-funded agency program.

9. The Charter School shall provide the Authorizer the following:
 - a. Information and copies of all records of use of the Individual with Disabilities Education Act dispute resolution procedures, 707 KAR 1:340, regarding the services provided by the Charter School or a student attending the Charter School;
 - b. Information and copies of all records of use of physical restraint or seclusion of Charter School students; and
 - c. Information and copies of all records of allegations received or substantiation of violation of any health, safety, civil rights, and disability rights of students, staff, or parents or persons with custody or charge.

10. The Charter School shall provide to the public updates on the Charter School's performance of the Charter Contract, as follows:

[INSERT AUTHORIZER'S REQUIREMENTS FOR PUBLIC UPDATES ON THE CHARTER SCHOOL'S PERFORMANCE UNDER THIS CONTRACT AND UNDER THE PERFORMANCE FRAMEWORK]

11. Authorizer shall require continuous enrollment at the Charter School of at least eighty percent (80%) this Charter Contract's minimum student enrollment requirements and shall monitor and take action as follows:

- a. The Charter School shall provide at least twice a month reports to the Authorizer on student enrollment and attendance; and
- b. Failure of the Charter School to maintain this continuous, minimum student enrollment shall result in an immediate review by the Authorizer of:
 - 1/ The Charter School's operations,
 - 2/ The Charter School's financial solvency;
 - 3/ The Charter School's financial sustainability through the end of the school year and the end of the Charter Contract term;
 - 4/ The potential for closure;
 - 5/ Violation of the Charter Contract; and
 - 6/ The need for imposition of unilateral conditions, amendment, non-renewal, or revocation of the Charter Contract, or immediate revocation of the Charter Contract pursuant to KRS 160.1598(7).

12. Authorizer shall remove a member of the Charter School Board who has been convicted of a crime described in KRS 61.040 and shall remove any or all of the members of the Charter School Board in connection with ensuring a smooth and orderly closure when the member or members threaten the health, safety, civil rights, or disability rights of the students or the community pursuant to KRS 160.1598(11).

F. Financial Prohibitions and Reporting Requirements. Pursuant to KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8,

1. No member of the Charter School's Board, no education service provider or other partner, and no charter school employee shall knowingly recommend and no member of the Charter School's Board shall knowingly vote for an expenditure in excess of the Charter School's income and revenue of any year, as shown by the budget adopted by the Charter School Board and approved by the Authorizer.
2. A member of the Charter School's Board, an education service provider or other partner, or a charter school employee who knowingly expends or authorizes the

expenditure of charter school funds or who knowingly authorizes or executes any employment, purchase, or contract, in violation of the prohibitions in 1, shall be jointly and severally liable in person and upon any official fidelity bond given to the Authorizer to the extent of any payments on the void claim.

3. If at any time during any fiscal year of the Charter School's existence, a member of the Charter School's Board, an education service provider or other partner, or a Charter School employee knows or reasonably should know that the Charter School has or will become unable to pay in full its projected expenses as they fall due, the Charter School shall immediately so advise the KDE and the Authorizer, and shall provide the KDE and the Authorizer with all financial information relating to revenues and expenses of the school necessary for the KDE and the Authorizer to determine the extent and cause of any potential operating deficit.
4. If the member of the Charter School Board, the education service provider or other partner, or the Charter School employee fails to comply with these provisions for financial prohibition and reporting:
 - a. The Authorizer shall determine whether grounds exist to revoke the Charter Contract;
 - b. The member of the Charter School Board, the education service provider or other partner, or the Charter School employee may be subject to the liability described in 2 above; and
 - c. The member of the Charter School Board could be subject to removal pursuant to KRS 160.1590 to 160.1599.
5. The Charter School shall only expend funds for school purposes, as required by the Kentucky Constitution and KRS 160.1592(3)(p)1.
6. The Charter School shall be prohibited from expending funds and resources in excess of the fair market value of the product, service, or consideration received.
7. The Charter School shall not dispose of resources for less than the fair market value of those resources.

G. Charter School Duty to Notify. Pursuant to KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8, the Charter School has a duty to provide notice immediately to the Authorizer as follows:

1. If the Charter School is no longer a non-profit organization;
2. If the Charter School is no longer in good standing to conduct business in the Commonwealth of Kentucky;
3. If the Charter School Board has governance over more than one Charter School and has failed to meet the requirements of KRS 160.1592;
4. If the Charter School ceases to operate a breakfast and lunch program providing meals at no cost to students who qualify for free meals under the Child Nutrition Act of 1966, 42 U.S.C. 1773, as amended (CNA), and the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq. (NSLA) and providing meals at a reduced cost to students who qualify for reduced price meals under the CNA and NSLA;
5. If the Charter School Board ceases to include at least two (2) resident parents or persons with custody or charge of resident students who will attend the Charter School or ceases to include the members with areas of expertise described in KRS

160.1592(8);

6. If the Charter School Board exceeds the authority granted to a local board of education in KRS 160.1592(3)(p)4 and 5 or in KRS 160.540;
7. If the Charter School suspects or confirms misappropriation of funds;
8. If the members of the Charter School Board fail to meet the training requirements of 701 KAR Chapter 8;
9. If circumstances arise preventing the Charter School from meeting the requirements of this Contract or federal, state, or other application laws or requirements.
10. If a member of the Charter School Board or Charter School employee is arrested or charged with a felony, any crime related to the misappropriation of funds or theft, any crime described in KRS 17.165, or if any of the foregoing persons is under investigation for child abuse, neglect, or dependency; or
11. If the Charter School defaults on any financial obligation.

XII. CHARTER SCHOOL CALENDAR AND SCHEDULE

- A. Compulsory Attendance and Instruction Time. The Charter School shall adopt a school calendar with an instructional program that meets the compulsory school attendance requirements, the minimum student instruction year requirements of KRS 158.070, financial guidelines, and any other applicable state law.
- B. Calendar and Schedule. Each year the Charter School shall develop a calendar, including dates and hours of operation and instruction, and submit it to the Authorizer by [DATE].
- C. Changes. Any changes that cause the school calendar to differ materially from the calendar proposed and approved in the Charter School's Application are subject to Authorizer approval.
- D. Legislative Changes. Any changes in the requirements in KRS 158.070 enacted by the General Assembly and applicable to Kentucky public schools generally shall be applicable to the Charter School's calendar.

XIII. ENROLLMENT

- A. Student Recruitment, Enrollment, and Retention Policy.
 1. The Charter School shall make student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to the following in violation of federal or state law: English language proficiency, race, color, creed, national origin, sex, marital status, race, ethnicity, disability, income level, academic or athletic ability, religion, or special needs or need for special education or 504 services. In no event may the Charter School limit application, lottery eligibility, or enrollment based on these statuses or factors in violation of federal or state law.
 2. The Charter School shall enroll and educate students in such grades and numbers in each school year of operation as described in the approved Application. The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition

patterns provided such modifications are otherwise consistent with this Charter Contract and with notice to the Authorizer. Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not contemplated in the approved Application shall be material changes to the terms of this Charter Contract and shall require prior written authorization from the Authorizer.

3. If there are more applications to enroll in the Charter School than there are spaces available, the Charter School shall select students to attend using a lottery that shall be a transparent, open, equitable, and impartial process that is competently conducted with randomization, that shall include a lottery monitor who is competent, independent, impartial, and that shall be publicly noticed and open to the public, pursuant to KRS 160.1590 to 160.1599, and 701 KAR Chapter 8. [PURSUANT TO 701 KAR 8:010, THE AUTHORIZER MAY INCLUDE IN THE CHARTER CONTRACT A REQUIREMENT FOR THE CHARTER SCHOOL BOARD OF DIRECTORS TO CONDUCT A PRACTICE LOTTERY, IN THE PRESENCE OF THE LOTTERY MONITOR, TO REDUCE SHAREHOLDER CONCERNS, TO IDENTIFY POTENTIAL ISSUES AND PERCEPTIONS WITH THE SELECTED LOTTERY METHOD, AND TO BUILD THE CHARTER SCHOOL'S CAPACITY TO CONDUCT THE LOTTERY.]
4. The Charter School shall follow the application, lottery, and enrollment policy that is compliant with the requirements of KRS 160.1590 to 160.1599, and 701 KAR Chapter 8, approved by the Authorizer, and incorporated into this Charter Contract as **Appendix [NUMBER]**.
5. The Charter School shall submit projected, current, and final student enrollment information in accordance with the Authorizer's financial and attendance reporting requirements.
[INSERT THE AUTHORIZER'S FINANCIAL AND ATTENDANCE REPORTING REQUIREMENTS]
6. The Charter School shall take the following actions to encourage students to continue their education at the charter school in successive years and to monitor the efficacy of such student enrollment retention efforts, including disaggregation of student performance data for each student subgroup:
[INSERT THE STUDENT ENROLLMENT RETENTION AND MONITORING EFFORTS FROM THE APPROVED APPLICATION]
7. The Charter School shall enforce the compulsory attendance laws in KRS Chapter 159 and take actions as required by those laws to ensure the attendance and prevent the truancy of students.

B. Maximum Enrollment.

1. The maximum number of students who may be enrolled in the Charter School shall be [NUMBER] of students. This maximum enrollment was determined pursuant to negotiations between the Authorizer and the Charter School and is consistent with facilitating the academic success of students enrolled in the Charter School and facilitating the Charter School's ability to achieve the other objectives specified in the Contract.
2. If the Charter School wishes to enroll more than the maximum number of students listed above, it shall, before exceeding this number, provide evidence satisfactory to the Authorizer that it has the capacity to serve the larger population.
3. The maximum enrollment shall not exceed the capacity of the Charter School facility.

C. Minimum Enrollment.

1. The minimum number of students who shall be enrolled at all times in the Charter School shall be [NUMBER] of students. This minimum number was determined pursuant to negotiations between the Authorizer and the Charter School and is consistent with facilitating the academic success of students enrolled in the Charter School and facilitating the Charter School's ability to achieve the other objectives specified in the Contract, including the financial solvency and sustainability requirements for the Charter School.
2. If the Charter School determines that the minimum enrollment number has fallen below this threshold, the Charter School shall notify the Authorizer and the Authorizer shall take actions as described in 701 KAR 8:010 and Section XI.E.11 of this Charter Contract.

D. Enrollment Projections. The enrollment projections for each year of the Charter School shall be as follows:

[INSERT ENROLLMENT PROJECTION INFORMATION FROM THE APPROVED APPLICATION]

E. [ANY ADDITIONAL STATE OR AUTHORIZER REQUIREMENTS REGARDING ENROLLMENT AND ADMISSIONS]

F. Student Transfers and Exits.

1. The Charter School shall not exit, suspend, withdraw, expel, prevent or prohibit attendance, or unenroll a student except as follows:
 - a. The student has been awarded a high school diploma after meeting or exceeding the minimum requirements for high school graduation set by the KBE and the Charter School;
 - b. The Charter School has expelled the student pursuant to KRS 158.150;
 - c. A court has ordered placement of the student in another school; or
 - d. The student has voluntarily withdrawn from enrollment in the Charter School.
2. The following documentation shall be required prior to any student exit, suspension, withdrawal, expulsion, or unenrollment and provided to the Authorizer:
 - a. Any student exit out of the Charter School shall be documented by an exit form signed by the student's parent or person with custody or charge, the adult student, or the emancipated youth student, which affirmatively states that the student's transfer or exit is voluntary; or
 - b. The Charter School shall provide the student's parent or person with custody or charge, the adult student, or the emancipated youth student with notice of the discontinuation of the student's right to attend the Charter School and the due process rights of KRS 158.150, and the Charter School adheres to the protections and requirements of the rights provided in KRS 158.150.
3. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school district in which the student resides or enroll in a non-public school.
4. The Charter School shall collect and report to the Authorizer, in a format required or approved by the Authorizer, exit data on all students transferring from or otherwise

exiting the Charter School for any reason (other than graduation), voluntary or involuntary. Such exit data shall identify each departing student by name and shall document the date of and reason(s) for each student departure.

5. In the event that the Charter School is unable to document the reasons for a voluntary withdrawal, the Charter School shall notify the Authorizer and provide evidence that it made reasonable efforts to obtain documentation.

G. Right to Remain. Pursuant to KRS 160.1590 to 160.1599, and 701 KAR Chapter 8, students who enroll in the Charter School shall have the right to remain enrolled in the Charter School through the end of the school year, absent expulsion, graduation, voluntary transfer or withdrawal, or court-ordered placement.

H. Attendance Records. The Charter School shall provide contemporaneous attendance records and data to the Authorizer at least monthly and shall make such records available for inspection at the Authorizer's request, including for the annual audit:
[INSERT AUTHORIZER'S ATTENDANCE RECORD PROVISION SCHEDULE]

I. [ADDITIONAL STATE LAW OR AUTHORIZER POLICY PROVISIONS REGARDING STUDENT MOVEMENT, ENROLLMENT COUNTS, AND FUNDING]

XIV. TUITION AND FEES AND VOLUNTEER SERVICE

A. Restriction on Charging Tuition or Fees or Requiring Service. The Charter School shall not charge tuition or any additional fees or require a family to volunteer at the charter school or provide payment to the school, except:

1. As allowed in KRS 160.1592(14) for fees required on the same basis and to the same extent as other public schools;
2. The Charter School may encourage parental involvement in the Charter School as long as involvement is not required and there are no adverse consequences for the family and student who cannot be involved; and
3. The Charter School shall waive fees for students eligible for free or reduced price lunch as required by KRS 160.300 and 702 KAR 3:220.

B. Anticipated Fees. Anticipated fees for charter school students are detailed in the following list:

[INSERT THE ANTICIPATED FEES INFORMATION]

XV. CHARTER SCHOOL FACILITIES

A. [FOR NEW CHARTER SCHOOLS:] Location.

1. The location of the Charter School shall be consistent with the approved Application and acceptable to the Authorizer.
2. The Charter School shall provide evidence that it has secured a location that is acceptable to the Authorizer by [DATE], [YEAR].
3. Pursuant to KRS 160.1593(3)(1), the Charter School shall obtain certification of occupancy for the facilities and provide it to the Authorizer at least thirty (30) days

prior to the first student instructional day.

4. After [DATE], [YEAR], the Charter School may move its locations only after obtaining written approval from the Authorizer, subject to such terms and conditions as may be specified.
5. Any change in the location of the Charter School shall be consistent with the approved Application and acceptable to the Authorizer and require amendment of this Charter Contract.

[FOR RENEWAL CHARTER SCHOOLS:] Location.

1. The Charter School shall be located at [LOCATION].
2. The Charter School may change its location only after obtaining written approval from the Authorizer, subject to such terms and conditions as may be specified.
3. Any change in the location of the Charter School shall be consistent with the approved Application and acceptable to the Authorizer and require amendment of this Charter Contract.

B. [FOR CHARTER SCHOOLS NOT SHARING OR OCCUPYING IN FULL AN AUTHORIZER-OWNED OR CONTROLLED FACILITY:] Construction/Renovation and Maintenance of Facilities and Use.

1. The Charter School shall be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The Charter School shall be responsible for ensuring compliance with all ADA accessibility requirements and ensuring the Facilities meet the needs of the student population. The Charter School facilities shall meet all laws governing health, safety, and occupancy, and the fire code requirements, and shall be of sufficient size to safely house the anticipated enrollment and staff.
2. The Charter School shall use the facility for the sole purpose of operating a public charter school as authorized by this Contract. Only those activities ordinarily incidental to the operation of a public charter school shall be permitted on the Charter School premises. The Charter School shall not conduct, nor shall it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the facility, or the insurability of the facility. The Charter School may not lease, sublet, or otherwise grant to any third party any right to enter or use the premises without the written approval of the Authorizer, provided that the Charter School may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public charter school building, as allowed by KRS 162.050 and 162.055, and in accordance with Authorizer policies regarding facility use or an alternative policy agreed to by the Authorizer. Approval shall not be unreasonably withheld.

[FOR CHARTER SCHOOLS IN AUTHORIZER-OWNED OR CONTROLLED FACILITIES] Lease. Authorizer and Charter School shall execute a separate lease for the Charter School's use of an Authorizer-owned or controlled facility.

C. [FOR CHARTER SCHOOLS IN AUTHORIZER-OWNED OR CONTROLLED FACILITIES] Alterations. The Charter School shall not alter or modify the facility without the written approval of the Authorizer, which shall not be unreasonably withheld.

- D. Inspections. The Authorizer shall have access at all reasonable times to any facility owned, leased, or utilized in any way by the Charter School for purposes of inspection and review of the Charter School's operation and to monitor the Charter School's compliance with the terms of this Contract.
- E. [FOR CHARTER SCHOOLS IN AUTHORIZER-OWNED OR CONTROLLED FACILITIES] Impracticability of Use. If use by the Charter School of an Authorizer-owned or controlled facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the Authorizer shall not be obligated to provide an alternative facility for use by the Charter School. However, if such an event occurs, the Authorizer shall use its best efforts to locate or provide an alternative facility for use by the Charter School.
- F. Use of Authorizer Facilities. The Charter School may not use Authorizer facilities for activities and events without prior written consent from the Authorizer.

XVI. CHARTER SCHOOL FINANCE

- A. Finance and Budget Laws and Rules. The Charter School shall comply with all applicable state financial and budget rules, regulations, and financial reporting requirements, the systems, policies and processes for financial planning, accounting, purchasing, payroll, and internal controls described in the approved Application, as well as the requirements contained in the Authorizer's Performance Framework incorporated into this Contract as **Appendix [NUMBER]**.
- B. Financial Governance and Controls. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, to prevent fraud, embezzlement, or misuse of school funds and to ensure proper management and expenditure in compliance with Kentucky law and the goals of the charter school, which procedures and controls shall include, but not be limited to:
 - 1. Generally accepted accounting principles and practices and the capacity to implement them;
 - 2. A checking account;
 - 3. Adequate payroll procedures;
 - 4. An organizational chart;
 - 5. Procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who shall be responsible for preparing such financial reports each fiscal year;
 - 6. Internal control procedures for cash receipts, cash disbursements, and purchases; and
 - 7. Maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.
- C. Payment Requirements. Neither the first payment of public funds nor future payments thereafter shall be made to the Charter School unless the Charter School has demonstrated to the Authorizer's satisfaction that the Charter School has the appropriate controls in place.

- D. Financial Audits. The Charter School shall undergo an independent financial audit conducted in accordance with generally accepted accounting standards and _____ [e.g., GASB #34] performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the Authorizer in written form by [DATE] of each year. The Charter School shall pay for the audit. In addition, the Charter School shall transmit the final trial balance to the Authorizer using the [STATE] chart of accounts with the submission of the annual independent financial audit. If such audit is not received by [DATE] of each year, it shall be considered a material violation of the terms of this Charter Contract and may be grounds for revocation or other remedy as provided by this Charter Contract. The Charter School shall utilize the following process for reviewing and acting on the results of the Charter School's annual financial audits and interim financial statements, including reviewing and approving procurement contracts and monitoring the use of public funds:
[INSERT THE INFORMATION FROM V.A.6. OF THE APPROVED APPLICATION]
- E. Financial Reports. The Charter School shall prepare monthly financial budget reports for the Authorizer in compliance with 701 KAR 8:020 and [AUTHORIZER POLICY]. Such reports shall be submitted to the Authorizer no later than _____ days following the end of each month, except that the last month of the fiscal year and the year end reports shall be submitted with the annual independent financial audit.
- F. Maintenance of Financial Records. The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Authorizer and to make such records available promptly to the Authorizer upon request. The Charter School shall ensure financial transparency to the Authorizer and the public, comply with purchasing requirements and limitations of Kentucky law or provide the Authorizer the same detailed monthly report of purchases over ten thousand dollars (\$10,000) that is provided to the Charter School Board, as described in the approved Application:
[INSERT THE INFORMATION FROM V.A.7. OF THE APPROVED APPLICATION]
- G. Chart of Accounts and Codes. The Charter School shall use and follow all policies in the [STATE EDUCATION FINANCE ACCOUNTING HANDBOOK], including appropriate use of the chart of accounts and account and grant codes.
- H. Fund Restriction Accounting. The Charter School shall record all financial transactions in general, appropriations, and revenue and expenditures records. In addition, the Charter School shall make appropriate entries from the adopted budgets in the records for the respective funds, and shall maintain separate accounts for each of the funds.
- I. Transparency. The Charter School shall assure that all financial records for the Charter School are maintained at the Charter School Principal/Leader's administrative office, are posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.

- J. Annual Budget Statement. The Charter School Board shall adopt an annual budget statement that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives.
- K. Notice and Filing Requirements. The Charter School shall comply with notice and filing requirements regarding the budget.
- L. Disbursements. The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
- M. Federal Requirements. In the event the Charter School seeks grant funds under the Federal Charter School Program, the Charter School shall satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.
- N. Education Finance Requirements. The Charter School shall comply with any other requirement imposed through the [STATE EDUCATION FINANCE LAW], from time to time, on charter school finances, budgeting, accounting and expenditures, provided that the Authorizer shall provide annual technical assistance regarding material changes to the [STATE EDUCATION FINANCE LAW], and the Parties shall collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with the [STATE EDUCATION FINANCE LAW].
- O. Assets. The Charter School shall be responsible for its assets as follows:
 - 1. The Charter School shall maintain a complete and current inventory of all Charter School property, shall update the inventory annually, and shall provide a copy of the annual inventory, including notations of shrinkage, to the Authorizer;
 - 2. Any assets acquired by the Charter School are the property of the Charter School for the duration of the Charter Contract and any subsequent renewals; and
 - 3. The Charter School shall take reasonable precautions to safeguard assets of the Charter School.
 - 4. The Charter School shall not dispose of assets for less than the fair market value of the assets.

XVII. BUDGET

- 1. Annual Budgets. On or before [DATE] of each year, the Charter School shall submit to the Authorizer the Charter School's proposed budget for the upcoming fiscal year (July 1st to June 30th).
 - a. The Charter School shall adopt a budget and an appropriation resolution for each fiscal year, prior to the beginning of the fiscal year. The budget shall:
 - 1/ Be presented in a summary format which is consistent with accepted practice in the field;
 - 2/ Be presented in a summary format that shall allow for comparisons of revenues and expenditures among charter schools;
 - 3/ Be presented in a format that itemizes expenditures of the Charter School by

fund;

4/ Show the amount budgeted for the current fiscal year;

5/ Show the amount estimated to be expended for the current fiscal year;

6/ Show the amount budgeted for the ensuing fiscal year;

7/ Specify the proposed expenditures and anticipated revenues arising from the anticipated revenue sources;

8/ Ensure that the Charter School holds unrestricted general fund or cash fund emergency reserves in the amount required by the Authorizer; and

9/ Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues and beginning fund balances.

b. The Charter School is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting. The reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements; and

c. The Charter School shall not expend any monies in excess of the amount appropriated by resolution for a particular fund.

c. Budget Notice Requirements. If the projections indicate that the Charter School's annual operating expenses may at any time during the school year cause the Charter School's annual operating revenues to fall below two percent (2%), the Charter School shall provide specific notice of this to the Authorizer, and the Authorizer shall take action as described in 701 KAR 8:020 and Section XI.E.5 of this Charter Contract.

d. Allocation and Schedule for Distribution of Public Funds [FOR OTHER SPECIFIED PURPOSES].
[AS REQUIRED BY KENTUCKY LAW]

XVIII. CHARTER SCHOOL AND AUTHORIZER FUNDING

[DETERMINED BY KENTUCKY LAW]

XIX. EMPLOYMENT MATTERS

A. No Employee or Agency Relationship. The Charter School, its employees, agents, and contractors are not employees or agents of the Authorizer, KBE, or KDE. The Authorizer, KBE, and KDE, and their employees, agents, and contractors, are not employees or agents of the Charter School. None of the provisions of this Contract shall be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.

B. Subcontract. The Charter School shall not subcontract the implementation of the total educational program without the written approval of the Authorizer and shall not delegate duties and responsibilities in violation of 702 KAR 8:020.

- C. Retirement Plan. Employees of the Charter School shall participate in the state retirement plans as described in KRS 161.141.
- D. Teacher Membership in Professional Organizations. Teachers at the Charter School have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. A teacher's membership in or financial support for any organization shall not be required as a condition of employment with the Charter School.
- E. Background Checks. The Charter School agrees to obtain and retain copies of fingerprint and background checks for all employees and Charter School Board members and volunteers as required by KRS 160.1592(3)(j). The Charter School shall give notice to the Authorizer of any member of the Charter School Board, employee, or volunteer, it finds who has a prior conviction of a felony and of any member of the Charter School Board, employee, or volunteer who is convicted of a felony during the term of the Board member's membership, employee's employment, or volunteer's eligibility period. Employee rosters and proof of background check clearance shall be provided to the Authorizer as required by the Organizational Performance Framework incorporated as **Appendix [NUMBER]**.

XX. TRANSPORTATION

[AS AGREED BETWEEN CHARTER SCHOOL AND AUTHORIZER OR AS REQUIRED BY STATE LAW]

XXI. PROVISION OF POLICIES TO THE AUTHORIZER

Upon request, the Charter School shall furnish to the Authorizer copies of all written policies and procedures it may adopt with respect to any matter relating to its management, operations, and educational program.

XXII. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

The grounds and procedures for termination of this Contract and dissolution of the Charter School shall be as follows:

- A. Termination by the Authorizer. This Contract may be terminated, after written notice to the Charter School, that the Charter Contract is being revoked or nonrenewed by the Authorizer. Any termination or revocation shall take effect after the Charter School has had the opportunity to exhaust any appeal provided by Kentucky law. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the then-current school year, unless termination on a different date is necessary to protect the health, safety, or welfare of students or staff. Authorizer may take immediate action to revoke the Charter Contract if a violation threatens the health and safety of the students or staff of the Charter School. The Authorizer may terminate the Charter Contract for any of the following reasons:
 - 1. Any of the grounds provided for under KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8, as they exist now or may be amended;

2. Any of the reasons in KRS 160.1598(6). The Authorizer shall only terminate the Contract for this reason at the end of the school year;
3. Commission of a material violation of any of the conditions, standards, or procedures set forth in the Contract;
4. Failure to provide the Authorizer with access to information and records;
5. Failure to meet generally accepted standards of fiscal management;
6. Failure to meet the pre-opening requirements in this Contract;
7. Violation of any provision of law from which the Charter School was not specifically exempted;
8. Discovery and confirmation that the Applicant or Charter School Board submitted inaccurate, incomplete, or misleading information in the Application or in response to the Authorizer's request for information or documentation;
9. If a member of the Charter School Board, or an education service provider at the direction of a member of the Charter School Board, or a charter employee at the direction of a member of the Charter School Board, is found by the Commissioner of Education to have knowingly violated 703 KAR 5:080, Administration Code for Kentucky's Assessment Program or KRS 160.1592(3)(g) for a student assessment included in the academic performance goals of the charter contract or the state accountability system;
10. Failure to meet the goals, objectives, content standards, student performance standards, applicable federal requirements, or other terms identified in the Contract; or
11. The Charter School's bankruptcy, financial insolvency, or substantial delinquency in payments.

B. Other Remedies. The Authorizer may impose other appropriate remedies for breach or violation of KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8 including, but not limited to, issuance of notices of deficiency and imposition of unilateral conditions.

C. Termination by the Charter School. Should the Charter School choose to terminate this Contract before the end of the contract term, it may do so in consultation with and with the permission of the Authorizer at the close of any Charter School year and upon written notice to the Authorizer at least thirty (30) days before the end of the school year.
 [INCLUDE ADDITIONAL, SPECIFIC, EXCLUSIVE REASONS THE AUTHORIZER SHALL ALLOW THE CHARTER SCHOOL TO INITIATE CLOSURE OF THE SCHOOL]

D. Charter Closure. Upon termination of this Contract for any reason, upon expiration of the Contract, or if the Charter School should cease operations or otherwise dissolve or close, the Authorizer shall supervise the Charter School Board and the Charter School and have final authority in conducting the winding up of the business and other affairs of the Charter School in compliance with the Authorizer's closure protocol, in compliance with KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8; provided, however, that in doing so the Authorizer shall not be responsible for and shall not assume any liability incurred by the Charter School under this Contract. The Charter School Board and Charter School

personnel shall cooperate fully with the winding up of the affairs of the Charter School. Pursuant to KRS 160.1598(11), if the Charter School is subject to closure, following exhaustion of any appeal allowed under KRS 160.1595, Authorizer may remove at will at any time any or all of the members of the Charter School Board in connection with ensuring a smooth and orderly closure. If the Authorizer removes members of the Charter School Board such that the Charter School Board can no longer function, the Authorizer shall be empowered to take any further necessary and proper acts connected with closure of the Charter School in the name and interest of the Charter School and its students.

- E. Disposition of Charter School's Assets upon Termination or Dissolution. Upon termination of this Contract for any reason or if the Charter School should cease operations or otherwise dissolve or close, then, at the sole discretion of the Authorizer, any assets owned by the Charter School, including tangible, intangible, and real property, shall be distributed in accordance with KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.

XXIII. INSURANCE AND LEGAL LIABILITIES

- A. Insurance. The Charter School shall maintain adequate insurance, and any required fidelity bonding, necessary for the operation of the Charter School, including but not limited to property insurance, general liability insurance, indemnity insurance, workers' compensation insurance, motor vehicle insurance, directors and officers and employees insurance, and errors and omissions insurance covering the Charter School Board, Charter School, and its employees, with policy limits as set forth in **Appendix [NUMBER]** incorporated into this Charter Contract:
1. Comprehensive general liability: \$[NUMBER]
 2. Directors, officers, and employees
 3. Errors and omissions: \$[NUMBER]
 4. Property insurance: As required by landlord
 5. Motor vehicle liability (if appropriate): \$[NUMBER]
 6. Fidelity bonding (if appropriate): Minimum amounts \$[NUMBER], Maximum amounts: \$[NUMBER]
 7. Student injury comparable to other schools in the resident district;
 8. Indemnity;
 9. Workers' compensation: As required by state law
- B. Named Insureds, Coverage, and Deductibles.
1. The above-described insurance contracts shall have the Authorizer named as an additional insured.
 2. The Authorizer may reasonably require the Charter School to adjust the coverage and limits provided for under the terms of any particular contract or policy.
 3. The Charter School shall pay any deductible amounts attributable to any acts or omissions of the Charter School Board, Charter School, its employees, or its agents.
- C. Insurance Certification. The Charter School shall, by [DATE] of each year, provide the Authorizer with proof of insurance as required by state law and Authorizer policy.

D. Risk Management.

1. The Charter School shall promptly report to the Authorizer any and all pending or threatened claims or charges; promptly provide the Authorizer's legal counsel and risk manager with all notices of claims; cooperate fully with the Authorizer in the defense of any claims asserted against the Authorizer, its board members, agents or employees arising from or related to the operation of the Charter School; and comply with the Authorizer's and the Charter School's applicable insurance policies.
2. If the Charter School obtains insurance through any policy held by the Authorizer, it shall comply with all risk management requirements of the Authorizer and its insurer.

E. Limitation of Liabilities. In no event shall the Authorizer, or its officers, employees, or agents be responsible or liable for the debts, acts or omissions of the Charter School Board, the Charter School, or its officers, employees, or agents. The Charter School shall be solely responsible for all debts and obligations incurred by the Charter School and the Charter School Board. Neither the Authorizer nor the KBE or KDE shall be contractually bound to the Charter School or to any third party with whom the Charter School has contracted or from whom the Charter School has purchased goods, services, or facilities.

F. Indemnification. To the extent not prohibited by Kentucky law, the Charter School shall indemnify the Authorizer, the KBE, the KDE, and their officers, employees, and agents, for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns.

G. Faith and/or Credit Contracts with Third Parties. The Charter School shall not have authority to extend the faith and credit of the Authorizer to any third party and agrees that it shall not attempt or purport to do so. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the Authorizer and agrees to include a statement to this effect in each contract or purchase order it enters into with third parties. The Charter School acknowledges that the same provisions in law or Authorizer policies that apply to the Authorizer limit the Charter School's authority to contract.

XXIV. SEPARATE AGREEMENTS FOR CHARTER SCHOOL USE, OPERATION, AND MAINTENANCE OF AN AUTHORIZER-OWNED OR CONTROLLED FACILITY OR PROVISION OF ANY SERVICE, ACTIVITY, OR UNDERTAKING BY THE AUTHORIZER

A. Additional, Separate Agreements at Cost.

1. Pursuant to KRS 160.1592, Charter School may negotiate and contract with the Authorizer or any third party for the use, operation, and maintenance of a building and grounds, liability insurance, and the provision of any service, activity, or undertaking that a public charter school is required to perform in order to carry out the educational program described in its charter.
2. Any services for which a public charter school contracts with a school district shall be

provided by the district at cost and shall be negotiated as a separate agreement, distinct from this Charter Contract, after final charter contract negotiations.

- B. Not Required for Charter Contract. The purchase of any services or lease of any Authorizer-owned or controlled facilities not expressly required under this Contract or set forth in any subsequent written agreement between the Charter School and the Authorizer or not required by law, shall not be a condition of the approval or continuation of this Contract.

XXV. NOTICE

Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery or five (5) days after mailing when sent by certified mail, postage prepaid, addressed as follows:

[INSERT]

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective upon the date of the approval of the Commissioner of Education.

THE AUTHORIZER

THE CHARTER SCHOOL BOARD

Legal approval for the Authorizer: _____

Legal approval for the Charter School Board: _____

Approved by the Commissioner of Education: _____

Signature

Date

Kentucky Board of Education
701 KAR 8:020
Kentucky Charter School Application and Addendum

© 2017 National Association of Charter School Authorizers (NACSA) This document is a derivative of a NACSA document that carries a Creative Commons license, which permits noncommercial re-use of content when proper attribution is provided. This means you are free to copy, display, and distribute this work, or include content from the application in derivative works, under the conditions described at www.qualitycharters.org.

I. Cover Sheet & Enrollment Projection

Note: Only a charter application that meets the charter application requirements of Kentucky law shall be approved.

(If an applicant believes that a particular question or requested information in the application is not applicable to the proposal, the applicant should so state and explain why the applicant believes the question does not apply or the information is not applicable.)

A. Name of proposed charter school: _____

B. Model or focus of proposed charter school (e.g., Arts, College Prep, Dual-Language, etc.):

C. Location of proposed charter school (please indicate the local school district/city/county and, if known, potential address or neighborhood of the charter school location):

D. Provide school opening information.

Opening Year	Start-Up or Conversion Charter School	Geographic Community*	Opening Grades	Grade Levels at Full Enrollment

*Identification of Geographic Community may be as specific as a neighborhood or as general as the local school district targeted for school location.

E. Lead Applicant Contact Information

First Lead Applicant Name:

Applicant is a (check all that apply): Parent Teacher School Administrator District Resident Public Organization Non-profit Organization

Applicant Mailing Address:

Primary Phone #: _____ Secondary Phone #: _____ Email: _____

Second Lead Applicant Name:

Applicant is a (check all that apply): Parent Teacher School Administrator District Resident Public Organization Non-profit Organization

Applicant Mailing Address:

Primary Phone #: _____ Secondary Phone #: _____ Email: _____

List additional lead applicants or other applicants and provide the same information as above. Not Applicable Additional Applicants

F. Media/Public Contact Information (required)

Name: _____ Phone #: _____ Email: _____

G. Facilities Planning Primary Contact Information (required)

Name: _____ Phone #: _____ Email: _____

H. Budget/Financial Planning Primary Contact Information (required)

Name: _____ Phone #: _____ Email: _____

I. Name of any entity or organization, or its designee, that is part of the applicant or charter school board of directors: _____

J. Names, current employment, resume, and biographical statement, and any position with the proposed charter school for every person included in the applicant (*add lines as needed*):

Full Name	Current Job Title and Employer and Resume and Biographical Statement	Position with Proposed Charter School

K. Other Applications

Does the applicant or proposed charter school board of directors have charter school applications submitted to an authorizer currently?

Yes No

If yes, complete the table below.

State/ Country	Authorizer	Authorizer Contact Information	Proposed Charter School Name	Application Due Date	Decision Date

L. School for At-Risk or Special Needs Students

Is this an application to establish a charter school designed to provide expanded learning opportunities/comprehensive learning experiences for students at-risk of academic failure or for students with special needs?

Yes (specify) _____ No

M. Application Replication

Does the charter application replicate or substantially replicate an application previously submitted or an application that shall be submitted within two (2) years by the applicant or the proposed charter school board of directors to another authorizer?

Yes No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below.

State/ Country	Authorizer	Authorizer Contact Information	Charter School Name	Prior/Planned Application Date	Decision Date

N. Replication of Application Previously Withdrawn

Does the charter application replicate or substantially replicate an application previously submitted and withdrawn from an authorizer's consideration?

Yes No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below and provide a summary of what has changed in the application since its previous submission(s) and the reasons therefore.

State/ Country	Authorizer	Authorizer Contact Information	Charter School Name	Previous Application Submission Date	Withdrawal Date

O. Replication of Application Previously Rejected

Does the charter application replicate or substantially replicate an application previously submitted and rejected by an authorizer?

Yes

No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below and provide the reasons for the authorizer's rejection, a summary of what has changed in the application since its previous submission(s), and the reasons therefore.

State/ Country	Authorizer	Authorizer Contact Information	Charter School Name	Previous Application Submission Date	Decision Date

P. Replication of Application Previously Approved for a School Still Open

Does the charter application replicate or substantially replicate an application previously submitted and approved by an authorizer for a charter school that is still in existence?

Yes

No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below and provide a summary of the other charter school's performance.

State/ Country	Authorizer	Authorizer Contact Information	Charter School Name	Previous Application Submission Date

Q. Replication of Application Previously Approved for a School Now Closed

Does the charter application replicate or substantially replicate an application previously submitted and approved by an authorizer for a charter school that is no longer in existence?

Yes

No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below and provide the reasons for the charter school's closure, a summary of what has changed in the application since its previous submission(s), and the reasons therefore.

State/ Country	Authorizer	Authorizer Contact Information	Charter School Name	Previous Application Submission Date	Closure Date

R. Conversion Charter School

Is this an application to convert an existing noncharter public school to a conversion charter school?

Yes (specify existing noncharter school) No

S. Multiple Charter Schools

Is the applicant or charter school board of directors seeking approval for multiple charter schools?

Yes No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below.

School district	Authorizer	Authorizer Contact Information	Charter School Name	Prior/Planned Application Date	Decision Date

T. Governance of Multiple Charter Schools

Is the applicant or charter school board of directors seeking approval for governance of multiple charter schools by a single charter school board of directors?

Yes No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, complete the table below.

State/Country	Authorizer	Authorizer Contact Information	Charter School Name	Prior/Planned Application Date	Decision Date

U. Proposal History

Describe how the applicant members came together to create and submit this application and the relationship of its members to each other. Clearly describe the process that the applicant used to develop the proposal. Discuss any assistance the applicant received from outside advisors, for example, support organizations or consultants (even if these outside advisors are not active members of the applicant).

V. Education Service Provider or Other Partner

Does the charter school intend to contract with a third party education service provider (ESP) or a partner that is not an ESP to manage or substantially manage the educational program and operations of the charter school but not hold the charter contract directly? (An ESP is defined by Kentucky law as any third-party entity, whether nonprofit or for-profit, that provides comprehensive education management services to a school via contract with the charter school’s board of directors.)

Yes

No

If the answer is yes, the applicant must complete the Application Addendum.

If yes, identify the ESP or other partner organization and provide their contact information:

NOTE: If the applicant is proposing to replicate or substantially a school or school model, operate multiple schools, or intends to contract with a third-party education service provider (ESP) or a partner that is not an ESP, the applicant must complete the Application Addendum.

W. Proposed Principal/School Leader of School Information:

Name of proposed Principal/School Leader candidate: _____

Current employment and employer: _____

Daytime phone: _____ Cell phone: _____

Email: _____

Resume and biographical statement: _____

II. School Overview

The School Overview should provide a summary of the following:

- The proposed plan for the charter school;
- The geographic and population considerations of the charter school environment;
- The challenges particular to those considerations; and
- The applicant’s capacity and plan to successfully open and operate a high quality charter school given the above considerations.

A. Mission and Vision

State the mission and vision of the proposed charter school. The mission is a statement of the fundamental purpose of the charter school, describing why it exists. The vision statement outlines how the charter school shall operate, what it shall achieve in the long term, and how it shall achieve the mission. The mission

and vision statement provide the foundation for the entire proposal.

The mission and vision statements, taken together, should encapsulate the educational objectives of the charter school: If the mission and vision statements do not provide the educational objectives and the information below for the student, provide it separately as part of this section.

- Identify the students, grade levels and school levels upon opening and growth plan (if the charter school does not plan to open with all grade levels and school levels), and community to be served (demographic and geographic area information for the targeted student population and community) and any enrollment preferences;
- Illustrate what success shall look like; and
- Align with the purposes of the Kentucky charter school law in KRS 160.1591(2) and the authorizer's stated priorities for new charter schools; and
- Specifically identify whether the charter school intends to provide comprehensive learning experiences or expanded learning opportunities to students identified by the applicant as at risk of academic failure and students with special needs as identified in their individualized education program as defined in KRS 157.196 and in 158.281.

B. Pre-Opening Planning and Activities

Describe and provide the timeline and roles for the activities the charter school shall undertake from the date the charter contract is entered and approved to the opening day of the charter school.

C. Educational Need and Anticipated Student Population

Describe the anticipated and targeted student population; students' anticipated educational needs; and non-academic challenges the charter school is likely to encounter. Describe the rationale for selecting the location and student body and community. Identify any enrollment preferences, primary enrollment preferences and secondary enrollment preferences, on which the program is based consistent with applicable restrictions on enrollment eligibility and selection. Describe the current performance of schools in meeting the student body and community needs and the community need for a charter school like this.

D. Education Plan/School Design

1. Provide an overview of the proposed charter school's school program, including its alignment to the academic standards, how it implements one or more of the purposes in KRS 160.1591(2), grade levels included, major instructional methods, assessment strategies, and non-negotiables of the school model. Describe the evidence that demonstrates the school model shall be successful in improving academic achievement for the targeted student population and shall achieve one or more of the purposes in KRS 160.1591(2).
2. Describe any of the unique features of the charter school, such as a non-traditional school year, longer student attendance day, key partner

organizations, multiple campuses, school culture, etc.

3. Describe the charter school's plan for using external, internal, and state-required assessments to measure student progress on the performance framework as identified in KRS 160.1596, and how the charter school shall use data to drive instruction and continuous school improvement.
4. Specifically identify and describe any comprehensive learning experiences or expanded learning opportunities, for students identified by the applicant as at risk of academic failure and students with special needs as identified in their individualized education program as defined in KRS 157.196 and in 158.281, the charter school intends to provide.

E. Community Engagement

Explain:

1. The methods to be used to inform shareholders in the intended community about the proposed charter school;
2. The strategies to be used to solicit community input regarding the educational and programmatic needs of students and the plan to meet those needs;
3. The form and nature of feedback to be received from community shareholders and the process for incorporating that feedback in the charter school; and
4. The process by which the charter school shall incorporate community input regarding the educational and programmatic needs of students.

F. Leadership and Governance

As **Attachment 1**, list the members of the applicant and how they meet the requirements of KRS 160.1593(1), the charter school's proposed leadership team and charter school board of directors, including their roles with the charter school and their current job title, and employer, and full resumes for each individual listed and the requirements of KRS 160.1592(7)(b) and (c), (8) and (14), and KRS 160.1593(3)(e) and 701 KAR 8:020).

G. Enrollment Summary

1. Complete the following table, removing any rows for grades the charter school shall not serve.

Grade Level	Number of Students					
	Year 1 20_	Year 2	Year 3	Year 4	Year 5	At Capacity 20_
Pre-K						
K						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
Total						

Note: KRS 160.1593(3)(f) requires a charter application to “demonstrate a plan to recruit at least one hundred (100) students, unless the application is focused on serving special needs or at-risk students”.

2. Describe the rationale for the number of students and grade levels served in Year One and the basis for the growth plan illustrated above.
3. Describe the total enrollment capacity, whether the enrollment capacity is determined by grade level or by school capacity overall and whether the charter school can adjust specific grade level capacities within the stated total enrollment capacity.
4. Identify the number of students by which the charter school may be able to exceed the stated total enrollment capacity and describe whether that number is total or by grade level.
5. Identify the minimum number of enrolled students necessary for financial solvency and sustainability for the school year and for the charter contract term.
6. Describe the charter school’s plan for filling student enrollment vacancies after the first year resulting from annual attrition.
7. Describe the following aspects of the charter school’s enrollment plan:
 - a. The pattern of growth over the charter term including anticipated student attrition, the rationale for the attrition rate, and plans to replace or limit the intake of students; and
 - b. A statement about any growth in capacity that the applicants may seek in a future charter period if the charter school is renewed.

III. Educational Program Design & Capacity

A. Program Overview

1. Summarize the education program, including primary instructional methods and assessment strategies, and any non-negotiable elements of the school model.
2. Identify and describe any resources/instructional materials the charter school has identified and explain how these shall meet the needs of all learners, how and why the charter school selected them for use in this charter school with this target population, and the research basis for selecting these resources/instructional materials; or, if the materials are novel and lack an established research base, describe why they are likely to succeed with the targeted school population.
3. If the charter school has not yet selected resources/instructional materials for this charter school, describe the criteria and process that shall be used to select them and including who shall be responsible for creating and selecting resources.
4. Briefly describe the evidence that promises success for this program with the anticipated student population.
5. Explain how the charter school's proposed educational program is likely to improve the achievement of traditionally underperforming students in the local school district.
6. Describe the student achievement goals for the charter school's educational program and the chosen methods of evaluating whether students have attained the skills and knowledge specified for those goals.
7. Identify and describe the potential pitfalls and challenges in opening a charter school, including both the unique and common plausible challenges that the charter school shall face in opening and operating a charter school, and the potential solutions to those challenges.

B. Curriculum and Instructional Design

Propose a framework for instructional design that both reflects the needs of the anticipated population and ensures all students shall meet or exceed the state standard.

1. Describe the basic learning environment (e.g., classroom-based, independent study), including class size and structure and what role the classroom size/facility shall play, if any.
2. Provide an overview of the planned curriculum, including, as **Attachment 2**, a sample course or grade level scope and sequence for each subject for each school level (elementary, middle, high school) the charter school shall serve. In addition, identify course outcomes and demonstrate alignment with applicable Kentucky standards.
3. If the curriculum is fully developed, summarize curricular choices such as text book selection, by subject, and the rationale for each.
4. Describe the evidence that these curricula shall be appropriate and effective for the targeted students.
5. Identify the research basis for selecting or designing this curriculum for this

charter school and this targeted student population and provide publicly accessible links or copies of that research.

6. Describe the formative processes as well as any formative and summative benchmark assessments that shall be utilized to align with this curriculum and how this shall help track and improve student progress, ongoing teaching and learning practices, and professional development of teachers while preserving as much class time as possible. All English/language arts and math content areas plus supplemental or elective areas should be described.
7. Describe how teachers shall know what to teach and when to teach it including the curriculum resources that shall support instructional planning (e.g., scope and sequence, pacing guides, etc.) and who shall be responsible for creating or selecting these resources.
8. Provide one each of the following elements (a-c) for math or science and one for English/language arts or social studies for one grade per elementary, middle, and high school level that the charter school plans to serve when at full capacity. An applicant adopting an existing curriculum may include a link to the full curriculum in lieu of the elements listed below:
 - a. Curricular resource samples from each content area. Include:
 - 1/ Unit objectives
 - 2/ Standards
 - 3/ Resources
 - 4/ Assessments
 - b. Sample unit plans for each content area. Include:
 - 1/ Objectives
 - 2/ Standards
 - 3/ Lesson names or basic descriptions
 - 4/ Activities
 - 5/ Resources
 - 6/ Assessments
 - c. Sample lesson plans or each content area aligned to the units in b. Include:
 - 1/ Title
 - 2/ Objectives, goals
 - 3/ Materials, environment, resources
 - 4/ Procedure
 - 5/ Assessment
 - 6/ Reflection

An applicant not adopting existing curricula should discuss how and when curricula shall be selected/developed for the charter school.
9. Describe the processes and procedures the charter school shall use to review, evaluate and revise the curricula to ensure effectiveness for all students, alignment to state standards and coherence from grade to grade including who shall be responsible for these processes and how teachers shall be involved.
10. If the curriculum is not already developed, provide, as **Attachment 3**, a plan/timeline for how the curriculum shall be developed between approval of the application and the opening of the charter school, including who shall be responsible and when key stages shall be completed.
11. What does high quality instruction look like in the proposed charter school? What

does high quality intervention look like in the proposed charter school?

- a. Describe the primary instructional strategies that the charter school shall expect teachers to use and why they are well-suited for the anticipated student population.
- b. Describe the methods and systems teachers shall utilize for providing differentiated instruction to meet the needs of all students and any differences in instructional methods for different subject areas or grade levels.
- c. Describe how technology shall be used to enhance and support teaching and learning.

C. Student Performance Standards

Responses to the following items regarding the proposed charter school's student performance standards shall meet or exceed the state standards. The Kentucky academic standards are available at

<http://education.ky.gov/curriculum/standards/kyacadstand/Pages/default.aspx>.

1. Describe the student performance standards for the charter school as a whole and how they are aligned to the academic standards and student goals and how they are designed to enable each student to achieve the skills and knowledge for successful completion of that grade level.
2. Provide, in **Attachment 4**, a complete set of the charter school's proposed academic standards for one grade for each school level (elementary, middle, high) the charter school shall serve. If the charter school is proposing just using the state's academic standards, include a statement to that effect. Address the skills and knowledge each student shall be expected to attain by the end of that grade. If the charter school shall serve only one school level (elementary, middle, or high), the exit standards provided in response to number 6 in this section shall suffice. (Approved charter schools shall be required to submit a full set of learning standards for all grades in the charter school before opening.)
3. If the charter school plans to adopt or develop additional academic standards beyond the state standards, explain the types of standards (content areas, grade levels).
4. Describe the adoption or development process that has taken place or shall take place. Select one grade level and subject area as an example, and explain how these additional standards meet and/or exceed the state standards.
5. Explain the policies and evidence utilized for promoting or retaining students from one grade to the next, including early promotion. Discuss how and when promotion or retention and graduation criteria shall be communicated to parents and students.
6. Provide, in **Attachment 5**, the charter school's exit standards for graduating students. These should clearly set forth what students in the last grade served shall know and be able to do.

D. High School Graduation Requirements (High Schools Only)

High schools shall be expected to meet the state graduation requirements.

1. Describe how the charter school shall meet these requirements. Explain how students shall earn credit hours, how grade-point averages shall be calculated, what information shall be on transcripts, and what elective courses shall be offered. If graduation requirements for the charter school shall exceed state standards, explain the additional requirements.
2. Explain how the graduation requirements shall ensure student readiness for postsecondary.
3. Explain what systems and structures the charter school shall implement for students at risk of academic failure.

E. School Calendar and Schedule

1. Discuss the annual academic schedule for the charter school and identify the proposed date for the first day of charter school operation and the first day of student attendance.
2. Discuss the student attendance day schedule.
3. Explain how the calendar reflects the needs of the educational program and the targeted student body and community and satisfies the requirements of KRS 158.070.
4. In **Attachment 6**, provide the charter school's proposed calendar for the first year of operation, including total number of days/hours of instruction, and any additional calendar details that are not evidenced in the first year calendar.
5. Describe the structure of the student attendance day, week, and year (e.g., semesters, trimesters, quarters) for each school level (elementary, middle, and high school).
 - a. Include the number of instructional hours/minutes in a day for all subjects offered; and, include similar information for portions of the student attendance day devoted to before or after school electives, extra- or co-curricular activities or programming, and remediation or other academic components of the proposed charter school design.
 - b. Identify the length of the student attendance day, including start and dismissal times.
 - c. Explain why the charter school's daily and weekly schedule shall be optimal for student learning for the targeted student population and community.
 - d. Provide the minimum number of hours/minutes per day and week that the charter school shall devote to academic instruction in each grade. Include, in **Attachment 7**, a sample daily and weekly schedule for each school level of the charter school.
6. Provide a sample teacher schedule for a typical week of instruction including:
 - a. Length of teacher's work day;
 - b. Time devoted to teaching assignments, planning, or other activities; and
 - c. A brief scenario describing a typical teacher day and week.
7. Describe before and after-care options for students or students' children, if any are being offered.

F. School Culture

1. Describe the culture or ethos of the proposed charter school. Explain how it shall promote a positive academic environment and reinforce student intellectual and social development.
2. Explain how the charter school shall create and implement this culture for students, teachers, administrators, and parents starting from the first day of school operation. Describe the plan for enculturating students who enter the charter school mid-year.
3. Describe what strategies the charter school shall implement to encourage attendance and re-enrollment. Describe how these strategies have evolved in existing schools and what adjustments the charter school board of directors shall make for this charter school.
4. Explain how the school culture shall take account of and serve students with special needs, including students receiving special education services, students with a 504 plan, English learners, and any students at risk of academic failure.
5. If certain characteristics of the school culture are critical to the overall educational program (e.g., small school size, character education, high expectations), describe why they are likely to succeed with the targeted student population.
6. Describe a typical day from the perspective of a student in a grade level that shall be served in the charter school's first year of operation.
7. Describe a typical student attendance day for a teacher in a grade that shall be served in the charter school's first year of operation.
8. If the charter school shall implement a dress code policy, describe the policy and the rationale for its selection and include a description of how the cost of any uniform would be waived for parents, persons with custody or charge, or students who are unable to afford it and an assurance that a student shall not be excluded from attendance at the charter school for failure to meet the requirements of the dress code.

G. Supplemental Programming and Health Services

1. If summer school shall be offered, describe the program(s). Explain the schedule and length of the program including the number of hours and weeks. Discuss the anticipated participants including number of students and the methods used to identify them. What are the anticipated resource and staffing needs for these programs?
2. Identify and describe the extra- or co-curricular activities or programming the charter school shall offer; how often they shall occur; how they shall be funded; and information required in KRS 160.1592(18) and 160.1593(3)(w) and 701 KAR Chapter 8.
3. Describe the programs or strategies to address student mental, emotional, and social development and health, and include details of any trauma-informed care and education the charter school shall provide and whether the charter school shall be seeking to utilize the resources of the resident local school district at cost, pursuant to KRS 160.1592(12)(a).

4. Provide a description of the health services to be provided to students attending the charter school and whether the charter school shall be seeking to utilize the resources of the resident local school district at cost, pursuant to KRS 160.1592(12)(a).
5. If applicable, describe any other student-focused activities and programs that are integral to the educational and student-development plans.

H. Special Populations and At-Risk Students

Charter schools are responsible for hiring licensed and endorsed special educators pursuant to federal and Kentucky law. Charter school personnel shall participate in developing Individualized Education Programs/Plans (IEPs); identify and refer students for assessment of special education needs; maintain records; cooperate in the delivery of special education instruction and services, as appropriate; and ensure the provision of relevant professional development to school personnel to ensure competent delivery of education services to all students.

1. Describe the overall plan to serve students with special needs, including but not limited to students with Individualized Education Programs/Plans or Section 504 plans.
 - a. Identify the special populations and at-risk groups that the charter school expects to serve, whether through data related to a specifically targeted school or neighborhood or more generalized analysis of the population to be served, and how the charter school shall notify parents, persons with custody or charge, adult students, and emancipated youth students of their rights.
 - b. Discuss how the course scope and sequence, daily schedule, staffing plans, facility, and support strategies and resources shall meet or be adjusted for the diverse needs of students.
 - c. Identify the research or evidence that supports the appropriateness of the proposed approach to serving each of these student groups and the process that the charter school shall use to evaluate the efficacy of the program and ensure that the charter school is meeting the needs of these students.
2. Explain more specifically how the charter school shall identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies, and supports the charter school shall provide, including the following:
 - a. Methods for identifying students with special education needs (and avoiding misidentification);
 - b. Specific, evidence-based instructional programs, practices, methods, and strategies the charter school shall employ to provide a continuum of services in the least restrictive environment; to ensure students' access to the general education curriculum; and to ensure academic success for students with special education needs;
 - c. Plans for regularly monitoring and evaluating the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals as set forth in the Individualized

- Education Program/Plans (IEP);
- d. Plans for promoting graduation for students with special education needs; and
 - e. Plans to have qualified staffing adequate for the anticipated special needs populations.
3. Explain how the charter school shall meet the needs of English learner (EL) students, including the following:
 - a. Methods for identifying EL students (and avoiding misidentification);
 - b. Specific instructional programs, practices, and strategies the charter school shall employ to ensure academic success and equitable access to the English/language arts and math academic program for these students;
 - c. Plans for monitoring and evaluating the progress and success of EL students, including exiting students from EL services;
 - d. Means for providing qualified staffing for EL students.
 4. Explain how the charter school shall identify, meet the learning needs, and monitor the progress of students who are performing below grade level, students at risk, at risk of academic failure, academically behind, or traditionally underperforming. Specify the programs, strategies, and supports the charter school shall provide for these students.
 5. Explain how the charter school shall identify and meet the needs of gifted students and bilingual students and include the following:
 - a. Specific research-based instructional programs, practices, strategies, and opportunities the charter school shall employ or provide to enhance their abilities;
 - b. Plans for monitoring and evaluating the progress and success of gifted students and bilingual students; and
 - c. Means for providing qualified staffing for gifted students and bilingual students.
 6. Identify whether the charter school plans to request services or settings from the resident local school district at cost, plans to provide these services or settings directly, or plans to contract with a third party for the provision of these to students.

I. Student Recruitment, Enrollment, and Retention

Note: KRS 160.1593(3)(f) requires a charter application to “demonstrate a plan to recruit at least one hundred (100) students, unless the application is focused on serving special needs or at-risk students”.

1. *For New Start-up charter schools:* Explain the plan for student recruitment and marketing that shall provide equal access to interested students and families.
 - a. Specifically describe the plan for outreach to families in poverty; academically behind students; students with disabilities; and other students at risk of academic failure.
 - b. Specifically describe the plans and timelines for student recruitment and enrollment, including policies and procedures for conducting transparent and random admission lotteries that are open to the public, and that are consistent with KRS 160.1591 and 160.1592 and 701 KAR 8:010.

- c. Specifically demonstrate a plan to recruit at least one hundred (100) students, unless the application is focused on serving special needs or at-risk students and demonstrate sufficient need for enrollment to meet the charter school's enrollment projections. Note: Demand is different from need and this portion of the application is focused on need specifically, as opposed to demand.

For Conversion charter schools (provide the information required above for Start-up charter schools and the information described below):

- d. Explain the plan for student and parent investment in the school turnaround especially how the charter school plans to encourage parents and students to attend the conversion charter school.
 - e. Describe how this plan shall successfully transition and retain students who currently attend or are zoned to attend the school being replaced.
 - f. Provide a detailed description of the plan to gain parent and community support.
2. Provide, as **Attachment 8**, the charter school's Enrollment Policy, which should include the following:
 - a. Tentative dates for application period and any lottery; and enrollment deadlines and procedures, including explanation of how the charter school shall receive and process application and enrollment forms;
 - b. A timeline and plan for student recruitment/engagement, application, lottery, and enrollment;
 - c. Policies and procedures for student applications, lotteries, student waiting lists, withdrawals, enrollment, enrollment preferences, re-enrollment, and transfers;
 - d. The charter school's policy on enrolling students mid-year or between school years to back-fill grade levels; and
 - e. Explanation of the purpose of any pre-admission activities for students or parents or persons with custody or charge, and their compliance with KRS 160.1590 to 160.1599 and 701 KAR Chapter 8.
 3. Provide a brief explanation of the efforts, resources, structures, or programs that the charter school shall employ to retain students and how the charter school shall monitor the efficacy of such efforts including disaggregation of student performance data for each student subgroup.

J. Student Discipline

Describe in detail the charter school's approach to and philosophy regarding student discipline and how this philosophy supports the school model, mission, and education philosophy. Provide as **Attachment 9** the charter school's proposed discipline policies and procedures. The proposed policies and procedures must comply with any applicable federal and state laws and authorizer policies. The description of the charter school's approach and the proposed policies and procedures should address each of the following:

1. Practices the charter school shall use to promote good discipline, including both penalties for infractions and incentives for positive behavior;
2. A list and definitions of the offenses for which students in the charter school shall (non-discretionary) and may (discretionary) be suspended or expelled,

- respectively;
3. An explanation of how the charter school shall take into account the rights of students with disabilities in disciplinary actions and proceedings;
 4. Policies and procedures to ensure the elimination of bias and discrimination in student discipline practices;
 5. Procedures for due process under KRS 158.150 when a student is suspended or expelled as a result of a code of conduct violation, including a description of the appeal process that the charter school shall employ for students facing expulsion and a plan for providing services to students who are expelled or out of school for more than ten (10) days;
 6. Professional development to ensure adherence to these policies and procedures; and
 7. Discuss how students and parents and persons with custody or charge shall be informed of the charter school's discipline policies and procedures. If already developed, provide as part of **Attachment 9**.

K. Parent and Community Involvement

1. Describe how the charter school shall engage parents, persons with custody or charge, adult students, emancipated youth students, and community members from the time that the charter school is approved through opening.
2. Describe the charter school's philosophy around family engagement and how the charter school shall engage parents or persons with custody or charge in the life of the charter school (in addition to any proposed governance roles described below).
3. Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement (e.g., parent orientations, trainings, programs, or initiatives) and how charter school staff shall support the family engagement plans and implementation.
4. Describe any commitments, fundraising activities, or volunteer activities, compliant with 701 KAR Chapter 8, the charter school shall seek from, offer to, or request of parents, persons with custody or charge, adult students, and emancipated youth students.
5. Discuss the community resources that shall be available to students and parents and persons with custody or charge.
6. Describe any services, resources, programs, or volunteers that the charter school shall provide to the community.
7. Describe any partnerships the charter school shall have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that shall enrich student learning opportunities, and identify the person at the charter school who shall be responsible for managing the partnership. Include, as **Attachment 10**, existing evidence of support from intended community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

L. Phase-In/Takeover for Conversion Charter School Planning

To be completed only by applicants proposing a conversion charter school. Include a copy of the petition for the conversion of a specific Kentucky public school. If this is not an application proposing a Conversion Charter School, mark "Not Applicable."

1. Describe prior experience in taking over or turning around an existing public school.
2. Describe specific ways that the charter school shall engage and transform the existing school culture as the charter school prepares to open and during the first year of operation.

M. Educational Program Capacity

1. Identify the key members of the charter school's leadership team. Identify *only* individuals who shall play a substantial and ongoing role in school development, governance and/or management, and shall thus share responsibility for the charter school's educational success. These may include current or proposed members of the charter school board of directors, school leadership/management, and any essential partners who shall play an important ongoing role in the charter school's development and operation.
2. Describe the team's individual and collective qualifications for implementing the school design successfully, including capacity in areas such as:
 - a. School leadership, administration, and governance;
 - b. Curriculum, instruction, and assessment;
 - c. Performance management; and
 - d. Parent and community engagement.
3. Describe the group's ties to, knowledge of, and history serving the target community.
4. Identify any organizations, agencies, or consultants that are partners in planning and establishing the charter school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the charter school's development.
5. Identify the principal/school leader candidate and explain why this individual is well-qualified to lead the proposed charter school in achieving its mission. Summarize the proposed principal/school leader's academic and organizational leadership record. Provide specific evidence that demonstrates the proposed principal/school leader's capacity to design, launch, and manage a high-performing charter school. If the proposed principal/school leader has never run a school, describe any leadership training programs that the proposed principal/school leader has completed or is currently participating in. Also provide, as **Attachment 11**, the qualifications, resume, and professional biography for this individual. Discuss the evidence of the principal/school leader's ability to effectively serve the anticipated population.

If no candidate has been identified, provide as **Attachment 12** the job description or qualifications, and discuss the timeline, criteria, and recruiting and selection process for hiring the principal/school leader.

6. Describe the responsibilities and qualifications of the charter school's leadership/management team beyond the principal/school leader. If known, identify the individuals who shall fill these positions and provide, as **Attachment 13**, the qualifications, resumes, and professional biographies for these individuals. If these positions are not yet filled, explain the timeline, criteria, and process for recruitment and hiring.
7. Explain who shall work on a full-time or nearly full-time basis following assignment of a location to lead development of the charter school and the plan to compensate these individuals.

N. Programmatic audits and assessments

1. Describe a plan of annual programmatic audits of the implementation and effectiveness of the charter school's education program. Programmatic audits should include an evaluation of the effectiveness of the charter school's academic program, governance, and operations. Note that the programmatic audit is not simply a cost/benefit audit as conducted by some schools or districts. The plan should include, but is not limited to, the:
 - a. Purpose and objectives;
 - b. Areas to be audited;
 - c. Schedule of events;
 - d. Responsible persons, which may include outside consultants;
 - e. Description of written end product;
 - f. How and to whom such written end product shall be disseminated; and,
 - g. Any plans to hire outside consultants to perform such audits.
2. Describe each assessment's purpose, design, format, and rationale for its selection.
3. Describe key considerations in the selection or creation of any assessments not yet identified.
4. Describe how the charter school shall collect and analyze assessments results.
5. Explain how the charter school shall ensure results are valid and reliable.
6. Identify who shall be responsible for administering assessments and collecting and analyzing the results.
7. Describe how charter school leaders and teachers shall ensure student work products resulting from instruction indicate student preparation for success on state assessments.
8. Explain how the following shareholders shall have access to and be able to use assessment results:
 - a. Teachers;
 - b. School leaders;
 - c. The charter school's board of directors; and
 - d. Students and parents or persons with custody or charge.
9. Describe how the charter school shall inform parents, persons with custody or charge, and students about academic achievement and progress including the timing, frequency, and nature of the feedback.
10. Describe how the charter school's technology structure or plan shall aid in general communication with students, parents, and persons with custody or charge.

O. Food Services

1. Provide a description of the breakfast and lunch food services to be provided to students attending the charter school and whether the charter school shall be participating in the breakfast and lunch programs under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) through the district, separately, or not at all.
2. If not operating the NSLP and SBP, provide a detailed description of how the school meals shall be provided;
3. Provide a detailed description of how the charter school shall distribute, collect and record (ensuring confidentiality) the USDA forms if participating in the USDA meal programs.
4. Provide a detailed description of how the charter school shall work with students who are overdue on lunch charges and accommodate students who have no breakfast or lunch or means to purchase that day.
5. Provide information as to whether the applicant shall be seeking eligibility of the charter school for the community eligibility provision (CEP) under the NSLP and offering meals at no charge to all students in schools that qualify for the CEP.

IV. Operations Plan & Capacity Governance

A. Legal Status and Governing Documents

1. Describe the proposed charter school's legal status, including non-profit status and federal tax-exempt status. Submit Articles of Incorporation, proof of non-profit status and tax exempt status (e.g., Internal Revenue Service (IRS) Determination Letter 947), or copies of the filings for the preceding items (e.g., IRS Notice 3367), proof that the applicant and the proposed charter school board of directors are authorized to do business and in good standing in the Commonwealth of Kentucky pursuant to KRS Chapter 14A, and any governing documents already adopted, such as board policies, in **Attachment 14**.
2. Submit, as **Attachment 15**, the completed and signed Statement of Assurances.
3. Describe the proposed governance structure of the charter school, including a list of members of the initial charter school board of directors, any division of the board into committees, a draft of bylaws that include the description of the qualifications, terms, and methods of appointment or election of directors, and the organizational structure of the charter school that clearly presents lines of authority and reporting between the charter school board of directors, school administrators, staff, any related bodies such as advisory bodies or parent and teacher councils, and any external organizations that shall play a role in managing the charter school, in compliance with 701 KAR 8:020. Submit documentation of this as part of **Attachment 16**.

B. Organization Charts

Submit, as **Attachment 16**, organization charts that show the charter school governance, management, and staffing structure in:

- a. Year 1;
- b. Successive years of the charter term, if different from Year 1; and
- c. At full build-out, if different from a. or b.

The organization charts should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the charter school board of directors, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that shall play a role in managing the charter school. The organization charts should also document clear lines of authority and reporting within the charter school.

*If the applicant is seeking approval of multiple charter schools, proposing to replicate a school or school model, proposing to operate multiple schools, or intends to contract with a third-party education service provider (ESP) or a partner that is not an ESP, the applicant is required to complete the **Application Addendum**. An ESP is defined in KRS 160.1590(8) as “an education management organization, school design provider, or any other partner entity with which a public charter school contracts for educational design, implementation, or comprehensive management.”*

C. Charter School Board of Directors

1. Explain the governance philosophy that shall guide the charter school board of directors, including the nature and extent of involvement by key shareholder groups.
2. Describe the governance structure of the proposed charter school, including the primary roles of the charter school board of directors and how it shall interact with the principal/school leader and any advisory bodies.
3. Describe the size, current and desired composition, powers, and duties of the charter school board of directors.
4. Identify key skills, areas of expertise, and constituencies that shall be represented on the charter school board of directors.
5. Explain how the charter school board of directors, and this governance structure and composition shall help ensure that:
 - a. The charter school shall be an educational and operational success by holding students to high learning outcomes; ensuring that there is a demand for the charter school and by assessing the charter school’s effectiveness and financial and operational solvency, stability, and sustainability;
 - b. The charter school board of directors shall evaluate the success of the charter school leader and school staff in meeting the goals of the charter school; and
 - c. There shall be active and effective representation of key shareholders, including parents, persons with custody or charge, adult students, and emancipated youth students.
6. List all current and identified board members and their intended roles.
7. Summarize members’ interests in and qualifications for serving on the charter

- school's board.
8. In **Attachment 17** provide a completed and signed Board Member Information Sheet and Agreement, an agreement created by the charter school's board of directors to stipulate the qualifications, responsibilities and expected behaviors of individual board members and the governance structure. Include resumes (if a board member's resume is attached elsewhere in this application, state so on the Board Member Information Sheet and Agreement).
 9. If the current applicant does not include the initial board of directors, explain how and when the transition to the formal board of directors shall take place.
 10. If this application is being submitted by an existing non-profit organization, respond to the following:
 - a. Shall the existing non-profit board govern the charter school, or has the charter school formed a new non-profit corporation governed by a separate board?
 - b. If the non-profit's current board shall govern the charter school, what steps have been taken to transform its board membership, mission, and bylaws to assume its new duties and meet the requirements of KRS 160.1592 and 701 KAR 8:020?
 - c. Describe the plan and timeline for completing the transition and orienting the board to its new duties.
 - d. If a new board has been formed, describe what, if anything, its ongoing relationship to the existing non-profit's board shall be.
 11. Explain the procedure by which board members have been and shall be selected. How often shall the board meet? Discuss the plans for any committee structure.
 12. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment 18**, the board's proposed Code of Ethics and Conflict of Interest policy. Include in the Code of Ethics and Conflict of Interest policy a code of ethics for the charter school setting forth the standards of conduct expected of its charter school board of directors, officers, and employees.
 13. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board shall take to avoid any actual conflicts and to mitigate perceived conflicts.
 14. Describe plans for increasing the capacity of the governing board.
 - a. How shall the board expand and develop over time?
 - b. How and on what timeline shall new members be recruited and added, and how shall vacancies be filled?
 - c. What are the priorities for recruitment of additional board members?
 - d. What kinds of orientation or training shall new board members receive, and what kinds of ongoing development shall existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation. If there shall be a network-level board, identify any board development requirements relative to the organization's proposed growth and governance needs.
 15. Describe the process by which the charter school shall resolve any disputes with the authorizer.

D. Advisory Bodies

1. Describe any advisory bodies or councils to be formed, including the roles and duties of that body.
2. Describe the planned composition of the advisory body; the strategy for achieving that composition; the role of parents or persons with custody or charge, students, and teachers (if applicable); and the reporting structure as it relates to the charter school's governing body and leadership.

E. Grievance Process

Explain the process that the charter school shall follow should a parent or person with custody or charge or student have an objection to a charter school board of directors' policy, procedure, protocol, decision, or practice at the charter school.

Staffing

F. Staff Structure

1. Provide, as **Attachment 19**, a complete staffing chart for the charter school for the first year and each year of the contract term. The staffing chart and accompanying notes or roster should identify the following:
 - a. Year 1 positions, as well as positions to be added in future years;
 - b. Administrative, instructional, and non-instructional personnel;
 - c. The number of classroom teachers, paraprofessionals, and specialty teachers;
 - d. Operational and support staff; and
 - e. The duties and responsibilities of each staff member.
2. Explain how the relationship between the charter school's senior administrative team and the rest of the staff shall be managed. Note the teacher-student ratio, as well as the ratio of total staff to students for the charter school.

G. Staffing Plans, Hiring, Management, and Evaluation

1. Explain the relationship that shall exist between the proposed charter school and its employees, including whether the employees shall be at-will and whether the charter school shall use employment contracts. If the charter school shall use contracts, explain the nature and purpose of the contracts.
2. Provide, as **Attachment 20**, any personnel policies or an employee manual, if developed and job descriptions.
3. Outline the proposed charter school's salary ranges and employment benefits for all employees, including whether the charter school shall align to the resident district's salary schedules, as well as any incentives or reward structures that may be part of the compensation system. Explain the charter school's strategy for retaining high-performing teachers.
4. Describe the charter school's strategy, plans, and timeline for recruiting and hiring the teaching staff, including the charter school's plan for hiring effective staff in

accordance with the Elementary and Secondary Education Act (ESEA). Explain other key selection criteria and any special considerations relevant to the charter school's school design and describe how the charter school's job descriptions and hiring practices support the charter school in fulfilling its goals and mission.

5. Outline the charter school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.
6. Explain how, and how frequently, the school leader shall be supported, developed, and evaluated each school year. Provide, in **Attachment 21**, any leadership evaluation tool(s) that have already been developed.
7. Explain how, and how frequently, teachers shall be supported, developed, and evaluated each school year. Provide, in **Attachment 22**, any teacher evaluation tool(s) that already exist for the charter school.
8. Explain how the charter school intends to handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover.

H. Professional Development

Describe the charter school's professional development expectations and opportunities, including the following:

1. Identify the person or position responsible for professional development.
2. Discuss the core components of professional development and how these components shall support effective implementation of the educational program.
3. Discuss the extent to which professional development shall be conducted internally or externally and shall be individualized or uniform.
4. Provide a schedule and explanation of professional development that shall take place prior to the first day of school operation and the first student attendance day. Explain what shall be covered during this induction period and how teachers shall be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.
5. Describe any trauma-informed care and education professional development the charter school shall be providing to its staff.
6. Describe the culturally responsive teaching professional development the charter school shall be providing to its staff.
7. Describe the student behavior improvement and intervention professional development the charter school shall be providing to its staff.
8. Describe the expected number of days/hours for professional development throughout the school year, and explain how the charter school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time shall typically be used.
9. Describe how the professional development program shall be evaluated to assess its effectiveness and success.

I. Performance Management

The authorizer shall evaluate the performance of every charter school and transformation partner annually and for renewal purposes according to a set of academic, financial, and

organizational performance standards that shall be incorporated into the charter agreement.

Pursuant to KRS 160.1596(1)(d)1, the academic performance standards shall be based on federal, state, and school-specific measures and consider:

- a. Student academic proficiency;*
- b. Student academic growth;*
- c. Achievement gaps in both student proficiency and student growth between student subgroups, including race, sex, socioeconomic status, and areas of exceptionality;*
- d. Student attendance;*
- e. Student suspensions;*
- f. Student withdrawals;*
- g. Student exits;*
- h. Recurrent enrollment from year to year; and*
- i. Postsecondary readiness at the end of grade twelve.*

The financial performance and sustainability standards shall be based on standard accounting and industry standards for sound financial operation.

The organizational performance and stewardship standards, including compliance with all applicable statutes, administrative regulations, and terms of the charter contract shall be based primarily on compliance with legal obligations, including fulfillment of the charter school board of directors' fiduciary obligations related to sound governance.

The performance framework shall allow the inclusion of additional rigorous, valid, and reliable indicators proposed by a public charter school to augment external evaluations of its performance. The proposed indicators shall be consistent with the purposes of KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8 and shall be negotiated with the authorizer. The performance framework shall require the disaggregation of student performance data by subgroups, including race, sex, socioeconomic status, and areas of exceptionality. The authorizer shall be responsible for collecting, analyzing, and reporting to the Kentucky Board of Education and the Kentucky Department of Education all state-required assessment and achievement data for each public charter school it oversees.

Applicants may propose to supplement the authorizer's performance standards with school-specific academic or organizational goals.

1. Describe any mission-specific educational goals and targets that the charter school shall have. State goals clearly in terms of the measures or assessments the charter school plans to use.
2. Describe any mission-specific organizational goals and targets that the charter school shall have. State goals clearly in terms of the measures or assessments the charter school plans to use.
3. In addition to all mandatory assessments, identify the primary interim assessments the charter school shall use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the charter school's curriculum, performance goals, and state standards.
4. Explain how the charter school shall measure and evaluate academic progress – of individual students, student cohorts, and the charter school as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract.

5. Explain how the charter school shall collect and analyze student academic achievement data, use the data to refine, drive, and continuously improve instruction and student academic achievement, and report the data to the charter school community. Identify the person(s), position(s), and/or entities that shall be responsible and involved in the collection and analysis of assessment data.
6. Identify who shall be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve instruction and student achievement.
7. Explain the training and support that school leadership and teachers shall receive in analyzing, interpreting, and using performance data to improve student learning.
8. Describe the corrective actions the charter school shall take if it falls short of student academic achievement expectations or goals at the school, classroom, or individual student level and their timeline.
9. Explain what would trigger such corrective actions and who would be responsible for implementing them.

J. Facilities Experience and Planning

1. Describe the applicant and charter school board of directors' experience in managing facility compliance with health and safety and disability requirements and working with government agencies on facility compliance, including managing build-out or renovation.
2. Detail the specific interactions the applicant and charter school board of directors have had with government agencies to determine whether the identified facilities are suitable and affordable.
3. Explain the inputs, including specific sources of information, the applicant has used to project all facility-related costs. These inputs should be reflected in the facility related expenses included in the application's 5 Year Budget.

K. Existing Public Facilities (If available)

1. Identify the street address and the local school district within which the public facility is located.
2. Describe the basic facilities requirements for accommodating the school plan, including number of classrooms and bathrooms, square footage per classroom and for a library, common areas, overall square footage, outdoor space, and amenities. Provide a floor plan and site plan.
3. Describe how the facility supports the implementation of the charter school's academic program and the needs of the entire student population, including the effect that the location shall have on student recruitment, transportation, family involvement, and student participation in extra-curricular or co-curricular activities occurring outside the student attendance day.
4. Describe any anticipated renovation needs and costs.
5. Describe any zoning and occupancy requirements applicable to the existing facilities.
6. Describe how the facility meets the charter school's needs in reference to the occupancy

limits, accessibility for students with limited mobility, enrollment growth plan requirements, and fulfillment of all mission-critical space requirements.

7. Describe any involvement of the targeted community in the design or selection of the facility for the charter school.

8. List the charter school's anticipated specialty classroom needs, including the number of each type and the number of students to be accommodated at one time. Specialty needs may include but are not limited to the following:

- a. Science labs
- b. Art room (with or without kiln)
- c. Computer labs
- d. Library/media center
- e. Performance/dance room
- f. Auditorium
- g. Other

9. List the charter school's anticipated administrative/support space needs, including anticipated number of each:

- a. Main office
- b. Satellite office
- c. Work room/copy room
- d. Supplies/storage
- e. Teacher work rooms
- f. Other

10. List which, if any, of the following are essential to fulfillment of the core athletic program:

- a. Gymnasium
- b. Locker rooms
- c. Weight rooms
- d. Field(s) (football, soccer, multipurpose)
- e. Baseball/softball field
- f. Other (please list)

11. Identify any other significant facilities needs not already specified, including:

- a. Playground
- b. Large common space for assemblies and other large group meetings
- c. Other special considerations (identify and explain)

12. Does the charter school have specific desired location(s) from those being made available by the authorizer or the Kentucky Finance and Administration Cabinet?

Yes No

If yes and the charter school has a specific facility under consideration, identify by current school name and/or neighborhood.

Desired locations: _____

13. Is the charter school willing to share a facility with another school?

Yes No

If so, identify by school name and/or neighborhood.

Desired locations: _____

14. Does the existing facilities' spaces comply with Title IX requirements? Yes No

15. Discuss contingency plans in the event the charter school does not receive a facility from the authorizer.

L. Independent Facilities

1. If the charter school intends to operate in an independent facility, describe the process for identifying and securing a facility, including any brokers or consultants the charter school is employing to navigate the real estate market, plans for renovations, timelines, financing, etc.
2. If the charter school currently holds a facility or has an MOU or other proof of intent to secure a specific facility, provide proof of the commitment as **Attachment 23**.
3. Briefly describe the facility including location, size, number of classrooms and bathrooms, outdoor space, and amenities.
4. Describe how the facility supports the implementation of the charter school's academic program and the needs of the entire student population.
5. Describe the rest of the facility details, as identified above for existing facilities.
6. Provide, as **Attachment 24**, any supporting documents providing details about the facility including its fair market value for lease or ownership (whichever the charter school intends to do).

Charter school facilities must comply with applicable state, local and authorizer health, safety, civil rights, and disability rights requirements. In addition, charter school applicants must be prepared to follow applicable city planning review procedures.

If the facilities to be used by the proposed charter school are not known at the time the application is submitted, the charter school shall notify the authorizer within ten (10) business days of acquiring facilities for the charter school. The charter school shall obtain certification of occupancy for the facilities at least thirty (30) days prior to the first student attendance day.

M. Start-Up & Ongoing Operations

1. Provide, as **Attachment 25**, a detailed start-up plan for the charter school, specifying financing, tasks, timelines, and responsible individuals. This plan should align with the Start-Up (Year 0) Budget in the Financial Plan (be sure to complete all pages in the Financial Plan, and provide it as **Attachment 26**).
2. If the charter school shall provide transportation, describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the charter school plans to meet transportation needs for field trips and athletic events.
3. Provide the charter school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the charter school shall employ.
4. Provide, as **Attachment 27**, a list of the types of insurance coverage the charter school shall secure, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability, property, indemnity, errors and omissions, directors and officers, automobile, student injury comparable to other schools in the resident district, and other.

N. Operations Capacity

1. Describe the applicant's individual and collective qualifications for implementing the Operations Plan successfully, including capacity in areas such as the following:
 - a. Staffing;
 - b. Professional development;
 - c. Performance management;
 - d. General operations; and
 - e. Facilities management.
2. Describe the capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable. If this has been described previously, reference the part of the application with this information.

V. Financial Plan & Capacity

A. Financial Plan

1. Describe the systems, policies and processes the charter school shall use for financial planning, accounting, purchasing, and payroll, including a description of how it shall establish and maintain strong internal controls and ensure compliance with all financial reporting requirements.
2. Describe the roles and responsibilities of the charter school's administration and charter school board of directors for school finances and distinguish between each.
3. Include draft fiscal and internal control policies for the public charter school to prevent fraud, embezzlement, or misuse of charter school funds and to ensure proper management and expenditure in compliance with Kentucky law and the goals of the charter school.
4. Prior to final approval of the public charter school, the charter school shall submit, for authorizer review and approval, a detailed financial management plan that includes, but may not be limited to, the following:
 - a. Name, resume, and background clearance for the person responsible for day-to-day fiscal management;
 - b. Procedures, roles and responsibilities for financial management from the point at which funds are received, to deposits and approval of expenditures, and signatories on bank accounts;
 - c. Names, positions, and specific functions of all persons who shall have any involvement in fiscal matters of the charter school;
 - d. Accountability process for tracking and ensuring checks and balances; and
 - e. Provision for cash management controls, regular financial reviews by the charter school board of directors to monitor fiscal health and solvency and expenditures generally, and annual audits.
5. Describe the charter school's plans and procedures for conducting an annual audit of the financial and administrative operations of the charter school.

A Kentucky charter school is required to adhere to all generally accepted accounting principles and adhere to the same financial audits, audit procedures, and audit requirements as are applied to other public schools under KRS 156.265.

6. Describe the charter school board of directors' process for reviewing and acting on the results of the charter school's annual financial audits and interim financial statements, including reviewing and approving procurement contracts and monitoring the use of school funds.
7. Describe how the charter school shall ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and an annual financial report, and how the charter school shall comply with purchasing requirements and limitations under KRS Chapter 45A and KRS 156.074 and 156.480 or shall provide to the charter school board of directors a detailed monthly report of school purchases over ten thousand dollars (\$10,000), including but not limited to curriculum, furniture, and technology.
8. Describe any services to be contracted, such as business services, payroll, and auditing services, including the anticipated costs and criteria for selecting such services.
9. Describe the charter school's plans for liability insurance to indemnify the charter school, its board, staff, and teachers against negligent tort claims, including the types and amounts of insurance coverage to be obtained by the public charter school, which shall include adequate insurance for
 - a. Workers' compensation;
 - b. Liability;
 - c. Property;
 - d. Indemnity;
 - e. Errors and omissions;
 - f. Automobile;
 - g. Student injury comparable to other schools in the resident district; and
 - h. Other.
10. Submit the Charter Application Budget Form, for the entire charter contract term (initial term of 5 years and renewal terms of 3-5 years, as determined by the authorizer) in the Financial Plan (provide the completed Financial Plan as **Attachment 26**, and be sure to complete all sheets in the Financial Plan). In developing the charter school budget, use the public revenue projections provided by the authorizer.
11. **Budget Narrative:** As **Attachment 28**, present a detailed description of realistic assumptions (and their basis) and revenue estimates and dates of availability to the proposed charter school, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative shall reflect the financial policies and procedures plan, and the anticipated management plan that shall ensure checks and balances in cash disbursement and alignment with the mission and goals.

The budget narrative shall include:

 - a. A basic startup plan (facilities funding and acquisition)
 - b. The curriculum, technology, and professional development plan; and

- c. The charter school growth plan to include needed staff along with adequate financial allocations and anticipated timelines.
12. The narrative shall specifically address the degree to which the charter school budget shall rely on variable income (e.g., grants, donations, fundraising) and include the number of students by which the charter school can exceed its maximum stated student capacity, and the minimum number of enrolled students necessary for the charter school's financial solvency and sustainability for the school year and for the charter contract term. The narrative shall take into consideration the restrictions on some funds (e.g., Title funds and grants) in their proposed expenditure. Use the figures below in developing the budget assumptions.
- a. Public Revenue.
 - b. Secured/Anticipated Funding Sources (specify which are secured and which are anticipated).
 - 1/ Indicate the amount and sources of funds, property or other resources secured/to be available through banks, lending institutions, corporations, foundations, grants, etc.
 - 2/ Include evidence of commitment for any funds on which the charter school's core operation depends or which are included in the budget.
 - c. Discuss the charter school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.
 - d. Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening.
 - e. Reserve funds as required by 701 KAR 8:020 Section 6(5)(a).
13. If the charter applicant or charter school board of directors is a pre-existing non-profit organization, please provide as part of **Attachment 28**:
- a. The last three (3) years of audited financial statements and management letters;
 - b. The most recent internal financial statements including balance sheets and income statements; and
 - c. IRS Form 990s for the last three (3) years; and
 - d. Management or advisory letters from the independent auditor.

B. Financial Management Capacity

1. Describe the charter school board of directors' individual and collective qualifications for implementing the Financial Plan successfully, including capacity in areas such as the following:
- a. Financial management;
 - b. Fundraising and development;
 - c. Accounting and internal controls;
 - d. Adherence to all generally accepted accounting principles and adherence to the same financial audits, audit procedures, and audit requirements as are applied to other public schools under KRS 156.265; and
 - e. Utilization of the same system for reporting student information data and financial data as is utilized by other local school districts across the state.

VI. Closure or Dissolution

Pursuant to KRS 160.1593(3)(q) and 701 KAR 8:020, describe in detail and provide a timeline and roles and responsibilities for the procedures to be followed in the case of the closure or dissolution of the public charter school, including provisions for the transfer of students and student records to the local school district in which the public charter school is located or to another charter school located within the local school district and an assurance and agreement to payment of net assets or equity, after payment of debts as specified in KRS 160.1598 and 701 KAR 8:020.

VII. Optional Information

The applicant is encouraged, but not required, to include all additional information that demonstrates how the charter school shall accomplish the purposes of KRS 160.1591(2). Additional, optional information may include the following.

1. Describe the relationships that have been established to generate community engagement in and support for the proposed charter school and how demand and/or solicited support for the charter school has been assessed. Briefly describe these activities and summarize their results. Note: Demand is different from need and this portion of the application is focused on demand specifically, as opposed to need.
2. Describe the role to date of any parents and community members involved in developing the proposed charter school.
3. Describe what has been done to assess and build parent and community demand for this charter school Note: Demand is different from need and this portion of the application is focused on demand specifically, as opposed to need.
4. Provide letters of support from the community, state, or national organizations.
5. Provide a description of strategies for establishing and maintaining an ongoing relationship with the resident local school district(s) including any foreseen opportunities or challenges.
6. Provide a description of persistently low-achieving public schools in the resident district(s) and explain how the charter school might partner with those schools to share best practices and innovations.
7. Describe the methods and plan for response to intervention (RTI) identification of students with academic or behavior needs and RTI services that the charter school shall provide to students who have not been identified under the child find responsibilities of special education law for evaluation or who were evaluated and not identified as a student with special needs under the special education law.
8. Describe the trauma-informed care and education that the charter school shall provide to students who would benefit.

VIII. Application Addendum

This addendum to the Charter School Application is required of any applicant seeking any of the following:

- *approval for multiple charter schools*
- *replication of existing schools or school models*
- *governance of multiple charter schools*
- *school operation/management via contract with a third-party education service provider (ESP), as defined in KRS 160.1590(8) as “an education management organization, school design provider, or any other partner entity with which a public charter school contracts for educational design, implementation, or comprehensive management”, or with a partner that is not an ESP.*

Complete each section as applicable. All applicable sections must be completed in order for the application as a whole to be considered complete.

Note: If an applicant is unsure whether a particular section is required, it is the applicant’s responsibility to contact the authorizer for guidance.

The Addendum Proposal Overview, and Section B are required of all applicants to whom this addendum applies.

Section C is required of any applicant seeking:

- *approval for multiple schools*
- *replication of existing schools or school models*
- *governance of multiple schools by a single board of directors, including applicants seeking approval for multiple schools who are intending to contract with a third-party education service provider or a partner that is not an ESP.*

If an applicant believes that a particular question in this section is not applicable to the proposal, the applicant should so state and explain why the applicant believes the particular question does not apply.

Section D is required of any applicant intending to replicate a school or school model, including applicants that are part of a network or who intend to contract with a third-party education service provider or a partner that is not an ESP.

Section E is required of any applicant intending to contract with a third-party ESP or other partner, regardless of whether the applicant is applying to open one or more charter schools.

A. Proposal Overview

1. Network/ESP/Other Partner Mission and Vision

Provide the mission and vision of the charter school network or education service provider (ESP) or a partner that is not an ESP, and explain how creation of the proposed charter school or schools fits within this mission and vision.

2. Network/ESP/Other Partner Strategic Vision and Growth Plans

- a. Provide an overview of the network/ESP/other partner's strategic vision, five-year growth plan, and rationale for developing new schools or replicating an existing school or model.
- b. Briefly describe the communities where the network/ESP/other partner is seeking approval to expand and explain how each proposed charter school would meet identified needs in its respective community.

3. Anticipated Population and Educational Need and Demand

Describe the student populations and educational needs served by any existing charter schools operated by the applicant or network/ESP/other partner, and the anticipated populations and needs and demands for each proposed charter school.

4. Educational Plan and School Design

- a. Provide an overview of the education program proposed for replication, including key non-negotiables of the education model.
- b. Briefly explain how and why the program was selected for replication, and the research base and performance record that demonstrates the school model shall be successful in improving academic achievement for the targeted student population and community.

B. Curriculum and Instructional Design Supplement

NOTE: This addendum section is required of ALL applicants seeking approval for multiple schools, replication of existing schools or school models, or governance of multiple schools by a single board of directors, including applicants intending to contract with a third-party ESP or a partner that is not an ESP.

1. Describe the curriculum and basic learning environment (e.g., classroom-based, independent study), including class size and structure for all school levels (elementary, middle, high school) to be served, and explain any differences among the charter schools being proposed.
2. Explain the network/ESP/other partner's approach to replicating and implementing the school model, including curriculum and instructional design among multiple schools.
3. Describe any key educational features that shall differ from the network/ESP/other partner's or existing schools or schools proposed for replication, not already discussed above. Explain the rationale for the variation in approach and any new or additional resources the variation would require.

C. Applications for Multiple Schools and Applicants Seeking to Contract with Education Service Providers or a Partner that is not an ESP

This section is required of all applicants seeking approval for multiple schools, replication of existing schools or school models, and governance of multiple schools by a single board

of directors, including applicants seeking approval of multiple schools who are intending to contract with a third party ESP or a partner that is not an ESP. If an applicant believes that a particular question in this section is not applicable to the proposal, the applicant should so state and explain why the applicant believes the question does not apply.

1. Network/ESP/Other Partner Vision, Growth Plan, & Capacity

a. Describe the network/ESP/other partner strategic vision, desired impact, and five-year growth plan for developing new schools within the local community, state and region, including other states or countries if applicable. Include the following information, regardless of school location:

1/ Proposed years of opening;

2/ Number and types of schools (school levels, grade levels served);

3/ Any pending applications;

4/ All currently targeted markets/communities and criteria for selecting them; and

5/ Projected enrollments.

b. If the existing portfolio or growth plan includes schools in other states or countries, explain specifically how growth within Kentucky fits into the overall growth plan.

c. Provide evidence of organizational capacity of the network/ESP/other partner to open and operate high-quality schools in Kentucky and elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed charter schools.

d. Discuss the results of past replication efforts and lessons learned – including particular challenges or troubles encountered; how they were addressed; and how such challenges shall be avoided or minimized for the proposed charter schools.

e. List any charter schools that were previously approved by this or another authorizer but which failed to open or did not open on time, and explain the reasons for the failure or delay.

f. List any charter schools that were previously approved by this or another authorizer that opened but were later closed, and explain the reasons for the failure.

g. Discuss the greatest anticipated risks and challenges to achieving the network/ESP/other partner's desired outcomes in the authorizer's state over the next five (5) years and how the network/ESP/other partner shall meet these challenges and mitigate risks.

h. Provide, as **Attachment A1**, the network/ESP/other partner's annual reports for the last two (2) years and any current business plan for the network/ESP/other partner or network.

2. Network/ESP/Other Partner Management

a. Identify the network/ESP/other partner's leadership team and their specific roles and responsibilities.

b. Explain any shared or centralized support services the network/ESP/other partner shall provide to schools in Kentucky. Describe the structure, specific services to be provided, the cost of those services, how costs shall be allocated among charter schools, and specific service goals. How shall the network/ESP/other partner measure successful delivery of these services? (In the case of a charter school board of directors proposing to contract with a network/ESP/other partner for management of the charter school, service goals should be outlined in the term sheet and draft contract to be provided in **Attachment A2**.)

c. Using the table below, summarize school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc.

<u>Function</u>	<u>Governing Board</u>	<u>Network/ESP/Other Partner</u>
<u>Performance Goals</u>		
<u>Curriculum</u>		
<u>Professional Development</u>		
<u>Data Management and Interim Student Assessments</u>		
<u>Grade Level Promotion Criteria</u>		
<u>Culture</u>		
<u>Budgeting, Finance, and Accounting</u>		
<u>Student Recruitment</u>		
<u>School Staff Recruitment and Hiring</u>		
<u>HR Services (payroll, benefits, etc.)</u>		
<u>Development</u>		
<u>Community Relations</u>		
<u>Information Technology</u>		
<u>Facilities Management</u>		
<u>Vendor Management / Procurement</u>		
<u>Other Operational Functions, if any</u>		

d. Provide, as **Attachment A3**, the following organization charts:

- Year 1 network/ESP/other partner as a whole (including both network/ESP/other partner management and schools within the network/ESP/other partner)
- Year 3 network/ESP/other partner as a whole
- Year 5 network/ESP/other partner as a whole

The organization charts should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the charter school board of directors, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external network/ESP/other partner that shall play a role in managing the charter schools. The school-level organization charts should likewise present clear lines of authority and reporting within the charter school. If the charter school intends to contract with a network/ESP/other partner, clearly show the network/ESP/other partner’s role in the organizational structure of the charter school. Explain how the relationship between the charter school board of directors and school administration shall be managed.

3. Network/ESP/Other Partner Governance and Legal Status

- a. Explain what entity shall hold the charter for each of the proposed charter schools.
- b. Describe the governance structure at both the network/ESP/other partner and individual school levels and the plan for satisfying all applicable statutory and authorizer requirements for composition of charter school boards of directors. Explain whether each school/campus shall have an independent charter school board of directors, whether there shall be a single network-level board governing multiple schools, or both a network level board and boards at individual schools. If there shall be both a network-level board and boards at each charter school, describe the organizational relationship between the boards, the legal status of each board, and the scope of authority of each. If each charter school shall have an independent charter school board of directors but no network-level board, explain how the network shall be governed and how decisions that affect the network as a whole shall be made.
- c. If the existing board shall govern the proposed charter school(s), discuss the plan to transform that board’s membership, mission and bylaws to support the charter school expansion/replication plan. Describe the plan and timeline for completing the transition and orienting the board to its new duties. If a new board of directors shall be formed, describe how and when the new board of directors shall be created and what, if anything, its ongoing relationship to the existing non-profit’s board shall be.
- d. Describe plans for increasing the capacity of the charter school board of directors.
 - 1/ How shall the charter school board of directors expand and develop over time?
 - 2/ How and on what timeline shall new members be recruited and added, and how shall vacancies be filled?
 - 3/ What are the priorities for recruitment of additional board members?
 - 4/ What kinds of orientation or training shall new board members receive, and what kinds of ongoing development shall existing board members receive?
 - 5/ Describe the plan for training and development, which should include a timetable, specific topics to be addressed, and requirements for participation.
 - 6/ If there shall be a network-level board, identify any board development requirements relative to the network/ESP/other partner’s proposed growth and governance needs.
- e. Explain how the interests of individual charter schools shall be balanced with network

interests and how key shareholders shall be represented.

f. Explain how this governance structure and composition shall help ensure that:

- 1/ The charter school shall be an educational and operational success; and
- 2/ The board shall evaluate the success of the charter school and school leader.

4. Network Leadership Pipeline

Describe the network/ESP/other partner’s current or planned process for sourcing and training potential school leaders for schools opening in subsequent years. Explain the development or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.

5. Network-wide Staffing

Complete the following table indicating projected staffing needs for the entire network over the next five (5) years. Include full-time staff and contract support staff that serve the network 50% or more.

Change or add functions and titles as needed to reflect organizational plans.

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools					
Number of middle schools					
Number of high schools					
Total schools					
Total Student enrollment					
Network/ESP/Partner Positions (specify)					
Total back-office					
FTEs (full-time equivalent employees)					
Elementary School Staff					
Principals/School Leaders					
Assistant Principals/Assistant School Leaders					
Add'l School Leadership Position 1 (specify)					
Add'l School Leadership Position 2 (specify)					
Add'l School Leadership Position 3 (specify)					
Classroom Teachers (English/Language Arts and Math Subjects)					
Classroom Teachers					

(Specials)					
Student Support Position 1 (e.g., Social Worker)					
Student Support Position 2 (specify)					
Specialized School Staff 1 (specify)					
Specialized School Staff 2 (specify)					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at elementary schools					
Principals/School Leaders					
Middle School Staff					
Assistant Principals/Assistant School Leaders					
Principals/School Leaders					
Add'l School Leadership Position 1 (specify)					
Add'l School Leadership Position 2 (specify)					
Add'l School Leadership Position 3 (specify)					
Classroom Teachers (English/Language Arts and Math Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 (e.g., Social Worker)					
Student Support Position 2 (specify)					
Specialized School Staff 1 (specify)					
Specialized School Staff 2 (specify)					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at middle schools					
High School Staff					
Principals/School Leaders					
Assistant Principals/Assistant School Leaders					

Deans					
Add'l School Leadership Position 1 (specify)					
Add'l School Leadership Position 2 (specify)					
Add'l School Leadership Position 3 (specify)					
Classroom Teachers (English/Language Arts and Math Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 (e.g., Social Worker)					
Student Support Position 2 (specify)					
Specialized School Staff 1 (specify)					
Specialized School Staff 2 (specify)					
Teacher Aides and Assistants School Operations Support Staff					
Total FTEs at high schools					
Total network FTEs					

6. School Staff Structure

- a. Explain how the relationship between the charter school's senior administrative team and the rest of the staff shall be managed. Note the teacher-student ratio, as well as the ratio of total adults to students for a "typical" school.
- b. Complete the table(s) below outlining the school staffing rollout plan for a "typical" elementary school and/or a "typical" high school, as applicable. Adjust or add functions and titles as needed. Modify the tables, as needed, to reflect variations in school models. If the proposed charter schools shall use a staffing model that diverges from the operator's norm, please explain.

Year	Year 1	Year 2	Year 3	Year 4	Year 5
New Elementary School Staffing and Rollout					
Principals/School Leaders					
Assistant Principals/Assistant School Leaders					
Add'l School Leadership Position 1 (specify)					
Add'l School Leadership					

Position 2 (specify)					
Add'l School Leadership Position 3 (specify)					
Classroom Teachers (English/Language Arts and Math Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 (e.g., Social Worker)					
Student Support Position 2 (specify)					
Specialized School Staff 1 (specify)					
Specialized School Staff 2 (specify)					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at elementary schools					
Principals/School Leaders					
New Middle School Staffing and Rollout					
Assistant Principals/Assistant School Leaders					
Principals/School Leaders					
Add'l School Leadership Position 1 (specify)					
Add'l School Leadership Position 2 (specify)					
Add'l School Leadership Position 3 (specify)					
Classroom Teachers (English/Language Arts and Math Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 (e.g., Social Worker)					
Student Support Position 2 (specify)					
Specialized School Staff 1 (specify)					
Specialized School Staff 2 (specify)					

Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at middle schools					
New High School Staffing and Rollout					
Principals/School Leaders					
Assistant Principals/Assistant School Leaders					
Deans					
Add'l School Leadership Position 1 (specify)					
Add'l School Leadership Position 2 (specify)					
Add'l School Leadership Position 3 (specify)					
Classroom Teachers (English/Language Arts and Math Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 (e.g., Social Worker)					
Student Support Position 2 (specify)					
Specialized School Staff 1 (specify)					
Specialized School Staff 2 (specify)					
Teacher Aides and Assistants School Operations Support Staff					
Total FTEs at high schools					
Total network FTEs					

c. Describe the network/ESP/other partner's approach to academic underperformance for charter schools that fall short of student academic achievement expectations or goals at the schoolwide, classroom, or individual student level.

d. Describe the network/ESP/other partner's plans to monitor performance of the portfolio as a whole. What actions shall be taken and by whom if the network/ESP/other partner as a whole fails to meet goals? Discuss how the network/ESP/other partner assesses its readiness to grow and under what circumstances the network/ESP/other partner shall delay or modify its growth plan.

D. Performance Evaluation Information

NOTE: This section is required of any applicant intending to replicate a school or school model, including applicants that are part of a network or who intend to contract with a third-party education service provider or a partner that is not an ESP.

The authorizer shall use the information provided in this section to assess the academic, organizational, and financial performance record of the network/ESP/other partner, and the network/ESP/other partner's schools or the school model that the network/ESP/other partner proposes to replicate. The applicant shall provide all of the requested information for all of its network/ESP/other partner's schools or the charter schools it proposes to replicate. The authorizer shall then select a subset of schools for which the applicant shall be required to provide additional performance information, including academic proficiency and growth data, recent renewal evaluations and site visit reports, and multiple years of independent financial audit reports.

1. Using the Existing Schools Information Template as **Attachment A4**, provide all requested information for each of the network/ESP/other partner's charter schools.
2. Select one or more of the consistently high-performing charter schools that the network/ESP/other partner operates, and discuss the charter school's performance. Be specific about the results on which judgment is based that the charter school is high-performing. Include student achievement status, growth, absolute, and comparative academic results, as available. Provide links to public websites where the data supporting this judgment are stored, such as a state education agency's school report cards or an authorizer's accountability framework or spreadsheets on the authorizer's letterhead or with the authorizer's insignia or the charter school's published annual reports.
 - a. Discuss the primary causes to which the charter school's distinctive performance is attributed.
 - b. Discuss any notable challenges that the charter school has overcome in achieving its results.
 - c. Identify any ways in which the charter school's success has informed or affected how other schools in the network operate. Explain how the effective practice or structure or strategy was identified and how it was implemented elsewhere in the network.
3. Select one or more of the network/ESP/other partner's charter schools whose performance is relatively low or not satisfactory and discuss the charter school's performance. Include any charter schools that have been closed. Be specific about the results on which the judgment is based that performance is unsatisfactory. Include student status, growth, absolute, and comparative academic results, as available.
 - a. Describe the primary causes to which the charter school's problems are attributed.
 - b. Explain the specific strategies that are being employed to improve performance.
 - c. How shall it be determined that performance is satisfactory?
 - d. What are the expectations for satisfactory performance in terms of performance levels and timing?
4. Provide as **Attachment A5**, the most recent internal financial statements, including balance sheets and income statements for the network/ESP/other partner and any related business entities. Be sure that the school level, network/ESP/other partner level, and the overall operations are distinctly represented.

5. For the network/ESP/other partner as a whole and any related business entities, provide the following as **Attachment A6**:
 - a. the last three (3) years of independent financial audit reports and management letters; and
 - b. the most recent internal financial statements, including balance sheets and income statements. Be sure that the network/ESP/other partner level and the overall operations are distinctly represented.
6. List any contracts with charter schools that have been terminated by either the network/ESP/other partner or the charter school, including the reason(s) for such termination and whether the termination was for “material breach” or “cause”.
7. List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the network/ESP/other partner, and explain what caused these actions. Provide documentation of and explanation for any actions taken against any of the ESP’s public charter schools for academic, financial, or ethical concerns.
8. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the network/ESP/other partner in the last five (5) years, and explain how such deficiencies or violations were resolved. Provide documentation of and explanation for any actions taken against any of the network/ESP/other partner’s public charter schools for academic, financial, organizational, or ethical concerns.
9. Identify any current or past litigation, including arbitration or mediation proceedings, by charter school, that has involved the network/ESP/other partner or any charter schools it operates. If applicable, provide in **Attachment A7**:
 - a. The demand; a
 - b. Any response to the demand; and
 - c. The results of the arbitration, mediation, or litigation. Provide documentation of and explanation for any actions taken against any of the network/ESP/other partner’s public charter schools for academic, financial, management, or ethical concerns.

E. Third-Party Education Service Provider or a Partner that is not an ESP

NOTE: This section is required of any applicant intending to contract with an Education Service Provider (ESP) or a partner that is not an ESP. An ESP is defined in KRS 160.1590(8) as “an education management organization, school design provider, or any other partner entity with which a public charter school contracts for educational design, implementation, or comprehensive management.” If the applicant intends to contract with an ESP or other partner, provide the following additional information.

1. Third-party ESP or Other Partner Selection

- a. Explain why the applicant is seeking to contract with an ESP or other partner rather than operate the charter school(s) directly.

b. Explain how and why the ESP or other partner was selected, including when and how the applicant or proposed charter school board of directors learned of the ESP or other partner, which other ESPs or other partners were considered, why the ESP or other partner was selected over other ESPs or other partners, and what due diligence was conducted.

2. Third-party ESP or Other Partner Track Record

- a. Explain the ESP/other partner's success in serving student populations similar to the target population of the charter school and success overall in achieving academic goals such as closing achievement gaps and moving low performing students into higher proficiency levels as well as qualitative data demonstrating unique accomplishments or achieving mission-specific goals (e.g., increasing opportunity and access).
- b. Describe the ESP's/other partner's demonstrated academic track record as well as successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs).
- c. Provide summary information and documentation from reference checks conducted by the applicant (regarding the third-party ESP/other partner), identifying each reference.
- d. List all charter schools operated by the ESP/other partner, currently or previously and include student performance data and financial audit reports for each of these charter schools.
- e. Identify those charter schools that serve the same grade levels and student populations demographically similar to the anticipated population of the proposed charter school.
- f. Include name, year opened, contact information, location, number of students, and contact information for the authorizer for each currently operating charter school. If the ESP/other partner operates more than ten (10) applicable charter schools, list only the ten (10) most relevant charter schools.
- g. Provide evidence of the financial health of the ESP/other partner. Attach as **Attachment A8** the most recent independent financial audit report of the ESP/other partner and its most recent annual report.
- h. List and explain any management contract terminations as well as any charter revocations, nonrenewals or withdrawals/non-openings that the proposed ESP/other partner has experienced in the past ten (10) years.

3. Legal Relationships

- a. Provide evidence that the charter school board of directors is independent from the ESP/other partner and self-governing, including evidence of independent legal representation and arm's-length negotiating.
- b. Describe any existing or potential conflicts of interest between the charter school's board of directors, proposed charter school employees, proposed ESP, and any affiliated business entities.
- c. List all subsidiaries or related entities that are affiliated or owned in whole or in part by the ESP/other partner, and identify the nature of those entities' business activities.
- d. Explain whether the charter school has or shall have any relationship with or receive any services from any of the entities listed in the c above.

- e. Explain the supervisory responsibilities of the ESP/other partner (if any), including which school employees the ESP/other partner shall supervise, how the ESP/other partner shall supervise these employees, and how the charter school board of directors shall oversee the ESP/other partner's supervisory responsibilities.
- f. If the charter school's board of directors intends to execute promissory notes or other negotiable instruments, or enter into a lease, lease-purchase agreement or any other facility or financing relationships with the ESP/other partner, provide evidence that such agreements are separately documented and not part of or incorporated in the charter school management contract. Any facility or financing agreements must be consistent with the charter school board of directors' authority and practical ability to terminate the management agreement and continue operation of the charter school.
- g. Describe and provide documentation of any loans, grants, or investments made between the ESP/other partner and the charter school, including an explanation of how any such loans, grants, or investments may be initiated, repaid, and refused by the charter school. Same for all other loans, grants, or investments of the ESP/other partner, including an explanation of how any such loans, grants, or investments may be initiated, repaid, and refused.

4. Organizational Structure

- a. Provide a detailed description of the roles and responsibilities of the ESP/other partner.
- b. Describe the scope of services and costs of all resources to be provided by the ESP/other partner.
- c. Describe the oversight and evaluation methods that the charter school board of directors shall use to oversee the ESP/other partner.
 - 1/ What are the schoolwide and student achievement results that the ESP/other partner is responsible for achieving?
 - 2/ How often, and in what ways, shall the charter school board of directors review and evaluate the ESP/other partner's progress toward achieving agreed-upon goals?
 - 3/ Shall there be an external evaluator to assess the ESP/other partner's performance?
 - 4/ What are the conditions, standards, and procedures for charter school board of directors intervention, if the ESP/other partner's performance is deemed unsatisfactory?
- d. Describe the compensation structure and payment schedule, including clear identification of all fees, bonuses, and any other compensation to be paid to the ESP/other partner.
- e. Describe the respective financial responsibilities of the charter school board of directors and the ESP/other partner.
 - 1/ Who shall own property purchased with school funds?
 - 2/ Which operating and capital expenditures shall each party be responsible for?
 - 3/ What types of spending decisions can the ESP/other partner make without obtaining board approval?
 - 4/ What reports must the ESP/other partner submit to the charter school board of directors on financial performance, and on what schedule?
 - 5/ How shall the charter school board of directors provide financial oversight?
- f. What is the term (duration) of the management agreement?
 - 1/ Explain the conditions and procedures (including time frames, notice, notice deadlines, and decision-making procedures) for renewal and termination of the contract.
 - 2/ How often shall the management agreement be renewed?

3/ Describe the conditions that both the ESP/other partner and the charter school must satisfy for the management agreement to be renewed.

4/ On what grounds may the ESP/other partner or the charter school terminate the agreement for cause, and without cause?

5/ List any indemnification provisions in the event of default or breach by either party.

g. Describe the plan for the operation of the charter school in the event of termination of the agreement.

h. Provide as **Attachment A9** a draft of the proposed agreement with the ESP/other partner.

Attachment 15 Statement of Assurances

The charter school applicant assures the following: *(Read and check)*

- 1. A resolution or motion has been adopted by the charter school's governing body or its members that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's Lead Applicant to act in connection with the application and to provide such additional information as required.
- 2. The charter school board of directors shall operate a charter school in compliance with all applicable federal and state laws, including KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.
- 3. The charter school board of directors shall, for the life of the charter, participate in all data reporting and evaluation activities as required by the Kentucky Board of Education and Kentucky Department of Education pursuant to KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8.
- 4. The charter school board of directors shall comply with all relevant federal laws including, but not limited to, the Age Discrimination in Employment Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Part B of the Individuals with Disabilities Education Act, and section 427 of the General Education Provision Act.
- 5. The charter school board of directors shall comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the number of student applications to the charter school exceeds the charter school's capacity for a school year, as well as with applicable Kentucky law.
- 6. The charter school board of directors shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the Individuals with Disabilities Education Act, shall follow the student, in accordance with applicable federal and state law.
- 7. The charter school board of directors shall comply with all provisions of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015 ("ESSA"), including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act ("FERPA"), and assessments.

- 8. The charter school board of directors shall operate in compliance with generally accepted accounting principles.
- 9. The charter school board of directors shall at all times maintain all necessary and appropriate insurance coverage.
- 10. The charter school board of directors understands that the authorizer may revoke the charter contract if the authorizer deems that the charter school is not fulfilling the academic goals, fiscal management, or legal and operational responsibilities outlined in the charter contract.
- 11. The charter school board of directors understands that it may only exercise its authority in KRS 160.1592(3)(p)4 and 5 only as allowed for a local boards of education in KRS 160.540.
- 12. The charter school board of directors understands that all members of a charter school board of directors are required to participate in nine (9) hours of annual training, with six (6) additional hours of training for new charter school board members and members of newly-approved charter schools during the first year after approval. The training shall include certain topics, including financial governance and transparency, conflict of interest, and ethics, and be approved by the commissioner of education.
- 13. The charter school board of directors understands that any due process hearing conducted pursuant to KRS 158.150 to suspend or expel a charter school student shall be attended by the authorizer or at least one member of the authorizer's board of directors; and that the charter school board of directors, with the consent of the parent, person with custody or charge, adult student, or emancipated student, and as otherwise allowed by confidentiality laws, may invite the resident local district superintendent to attend the due process hearing and to provide information to the charter school board of directors as to the educational services the resident local school district would provide the student if the student is expelled from the charter school and if the charter school board of directors determines, on the record, supported by clear and convincing evidence that the charter school cannot provide or assure that educational services are provided to the student in an appropriate alternative program or setting because the expelled student posed a threat to the safety of other students, or school staff and could not be placed into a state-funded agency program.
- 14. The charter school board of directors understands that the charter school board of directors, and any education service provider, shall be required to provide to the authorizer information and copies of all records of use of the Individual with Disabilities Education Act dispute resolution procedures, 707 KAR 1:340, regarding the services provided by a charter school or a student attending a charter school.
- 15. The charter school board of directors understands that the charter school board of directors, and any education service provider, shall be required to provide to the authorizer information and copies of all records of use of physical restraint or seclusion of charter school students.
- 16. The charter school board of directors understands that the charter school board of

directors, and any education service provider, shall be required to provide to the authorizer information and copies of all records of allegations received or substantiation of violation of any health, safety, civil rights, and disability rights of students, staff, or parents or persons with custody or charge.

- 17. The charter school board of directors understands that, pursuant to KRS 160.1592(14), the charter school board of directors, and any education service provider, shall be required to adhere to the requirements of KRS 160.300 and 702 KAR 3:220 for the waiver of fees for students eligible for free or reduced price lunch.
- 18. The charter school board of directors understands that the charter school shall be required to provide to the public updates on the charter school's performance of the charter contract, according to the charter contract and performance framework.
- 19. The charter school board of directors understands that the charter school shall be restricted from expending charter school resources and funds for school purposes only.
- 20. The charter school board of directors understands that the charter school shall be prohibited from expending charter school resources and funds in excess of the fair market value of the product, service, or consideration received.
- 21. The charter school board of directors understands that the charter school shall be prohibited from disposing of charter school resources for less than the fair market value of the resource disposed.
- 22. The charter school board of directors understands that the charter school shall be restricted from adding or moving any location of the charter school without the written consent of the authorizer and amendment of the charter contract.
- 23. The charter school board of directors understands that the charter school is required to provide student enrollment and attendance records and data at least monthly to the authorizer during the school year.
- 24. The charter school board of directors understands that the charter school board of directors is required, at all times, to include at least two (2) resident parents or persons with custody or charge of resident students who shall attend the charter school.

Lead Applicant Signature

Signature:

Date:

By signing this application, the Lead Applicant certifies that the information contained in this proposal to establish a charter school pursuant to Kentucky law, KRS 160.1590 to 160.1599, 161.141, and 701 KAR Chapter 8, is true and accurate to the best of his or her knowledge.

**Submit Completed
Proposal to:**
(authorizer mailing
address)

Phone:

Fax:

Email:

A copy to:

Kentucky Board of
Education
c/o
Commissioner of
Education
300 Sower Boulevard
5th Floor
Frankfort, Kentucky
40601

OFFICIAL USE Received
ONLY: By:

Date:

Attachment 16 Decision-Making Authority

<u>Function</u>	<u>Governing Board</u>	<u>Charter School</u>
<u>Performance Goals</u>		
<u>Curriculum</u>		
<u>Professional Development</u>		
<u>Data Management and Interim Student Assessments</u>		
<u>Grade Level Promotion Criteria</u>		
<u>Culture</u>		
<u>Budgeting, Finance, and Accounting</u>		
<u>Student Recruitment</u>		
<u>School Staff Recruitment and Hiring</u>		
<u>HR Services (payroll, benefits, etc.)</u>		
<u>Development</u>		
<u>Community Relations</u>		
<u>Information Technology</u>		
<u>Facilities Management</u>		
<u>Vendor Management / Procurement</u>		
<u>Other Operational Functions, if any</u>		

Attachment 17

Charter School Board Member Information Sheet and Agreement

(To be completed individually by each proposed board member for the charter holder)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of school funds, and the charter school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the Kentucky Board of Education requires each prospective board member to respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold:

1. to give application reviewers a clearer introduction to the applicant behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and
2. to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of charter school development.

Background

1. Name of charter school on whose charter school board of directors you intend to serve:

2. Your full name: _____

3. Brief educational and employment history (no narrative response is required if your resume is attached to the application as part of **Attachment 1**).

Resume is attached.

4. Describe any previous experiences relevant to serving on the board of a charter school (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous board experience, explain why you believe that you shall be an effective charter school board member.

5. Do you understand the obligations of a charter school's board of directors to comply with Kentucky laws, including the Open Records and Open Meetings laws?

Yes Don't Know/ Unsure

Disclosures

1. Indicate whether you or your spouse or partner knows any other prospective board members for the proposed charter school. If so, please indicate the precise nature of your relationship.

- I/we do not know any such persons.
 - Yes
-
-

2. Indicate whether you or your spouse or partner knows anyone who is conducting, or plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity). If so, indicate and describe the precise nature of your relationship and the nature of the business.

- I/we do not know any such persons.
 - Yes
-
-

3. Indicate if you, your spouse, your partner, or other immediate family members anticipate conducting, or are conducting, any business with the charter school. If so, indicate the precise nature of the business that is being or shall be conducted.

- I/we do not anticipate conducting any such business.
 - Yes
-
-

4. If the charter school intends to contract with an Education Service Provider or a partner that is not an ESP, indicate whether you or your spouse or partner knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

- Not applicable.
 - I/we do not know any such persons.
 - Yes
-
-

5. If the charter school contracts with an Education Service Provider or a partner that is not an ESP, please indicate whether you, your spouse or partner, or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

- Not applicable.
 - I/we have no such interest.
 - Yes
-
-

6. If the charter school plans to contract with an Education Service Provider or a partner that is not an ESP, indicate if you, your spouse or partner or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or shall be conducted.

- Not applicable.
- I/we or my family do not anticipate conducting any such business.
- Yes

7. Indicate whether you, your spouse or partner or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

- Does not apply to me, my spouse or partner or family.
- Yes

8. Describe any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the charter school's board.

- None
- Yes

I, certify to the best of my knowledge and ability that the information I am providing to the authorizer as a prospective board member for the above proposed charter school is true and correct in every respect.

<u>Name and Title</u>	<u>Date</u>
<u>Signature</u>	

Enter school name here

CHARTER ENROLLMENT BY GRADE

GRADES	Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten					
1st Grade					
2nd Grade					
3rd Grade					
4th Grade					
5th Grade					
6th Grade					
7th Grade					
8th Grade					
9th Grade					
10th Grade					
11th Grade					
12th Grade					
TOTAL	0	0	0	0	0

NUMBER OF CLASSES BY GRADE

GRADES	Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten					
1st Grade					
2nd Grade					
3rd Grade					
4th Grade					
5th Grade					
6th Grade					
7th Grade					
8th Grade					
9th Grade					
10th Grade					
11th Grade					
12th Grade					
TOTAL	0	0	0	0	0

AVERAGE NUMBER OF STUDENTS PER CLASS BY GRADE

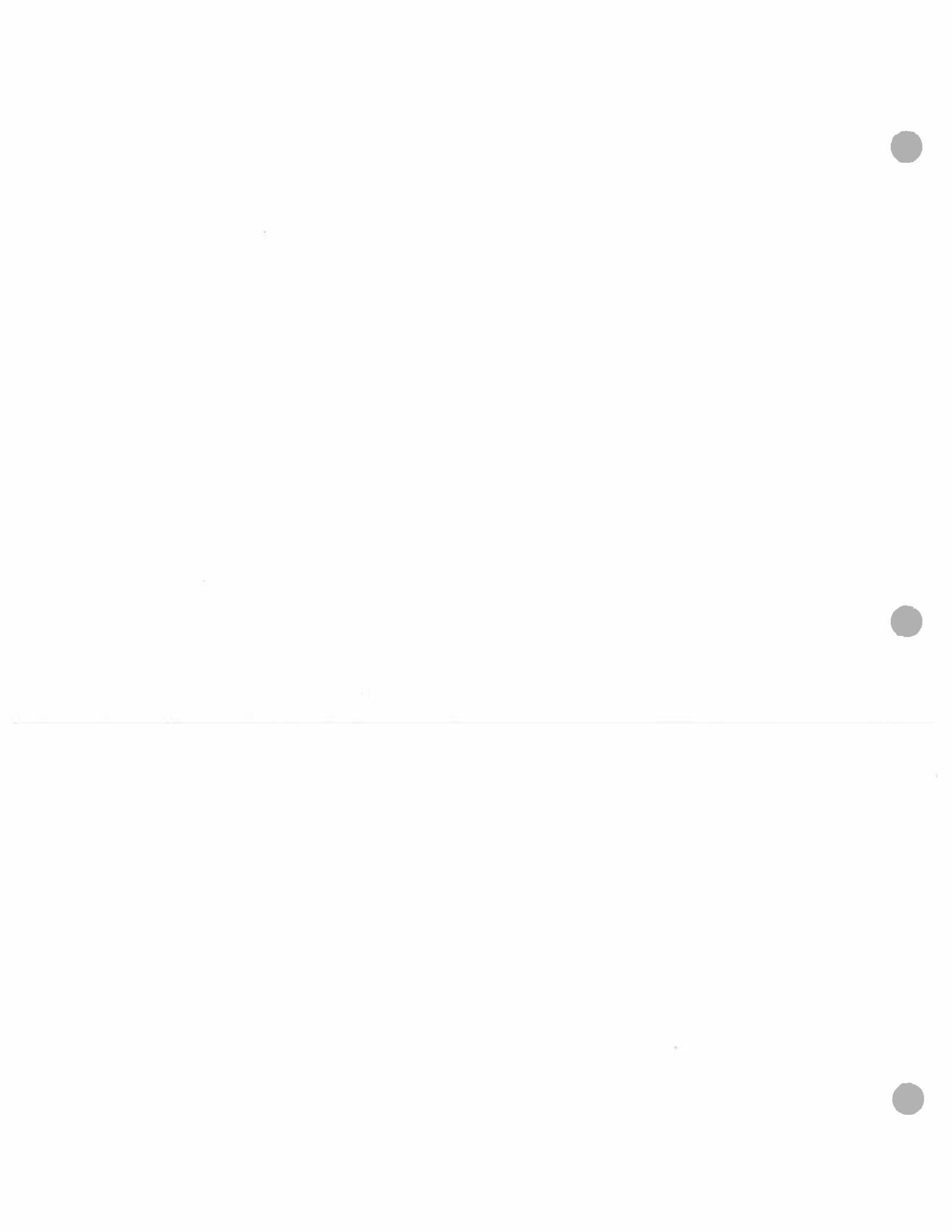
GRADES	Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten	0	0	0	0	0
1st Grade	0	0	0	0	0
2nd Grade	0	0	0	0	0
3rd Grade	0	0	0	0	0
4th Grade	0	0	0	0	0
5th Grade	0	0	0	0	0
6th Grade	0	0	0	0	0
7th Grade	0	0	0	0	0
8th Grade	0	0	0	0	0
9th Grade	0	0	0	0	0
10th Grade	0	0	0	0	0
11th Grade	0	0	0	0	0
12th Grade	0	0	0	0	0

OTHER INFORMATION

Change in Net Enrollment from Prior Year (Count)	-	-	-	-	-
Change in Net Enrollment from Prior Year (Percent)	0.0%	0.0%	0.0%	0.0%	0.0%
Anticipated rate of attrition (Percent)	0.0%	0.0%	0.0%	0.0%	0.0%

ADDITIONAL NOTES/COMMENTS





Charter School

FIVE-YEAR OPERATIONAL BUDGET

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
		<u>Budget</u>	<u>Projected</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
Revenues						
5100 KY - 5XXX	Other Revenue(generate by completing "Other Revenue Worksheet")	\$ -	\$ -	\$ -	\$ -	\$ -
5300 KY - 3XXX	State (generate by completing "State Revenue Worksheet")	-	-	-	-	-
5400 KY - 4XXX	Federal (generate by completing "Federal Revenue Worksheet")	-	-	-	-	-
5899	GRAND TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures						
1100	Regular Programs	-	-	-	-	-
1191	Summer School (Regular)	-	-	-	-	-
1200	Special Programs	-	-	-	-	-
1300	Career/Technical Education Programs	-	-	-	-	-
1400	Student Activities	-	-	-	-	-
	Other (specify)	-	-	-	-	-
1900	Payments to Other Districts	-	-	-	-	-
1999	TOTAL INSTRUCTION (K-12 Only)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
2100	Support Services - Students	-	-	-	-	-
2200	Support Services - Instructional Staff	-	-	-	-	-
2300	Support Services - General Administration	-	-	-	-	-
2400	Support Services - School Administration	-	-	-	-	-
2500	Operation and Maintenance of Plant Services	-	-	-	-	-
2550	Student Transportation	-	-	-	-	-
2560	Food Services	-	-	-	-	-
2998	TOTAL SUPPORT SERVICES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
3000	Community Services	-	-	-	-	-
4000	Facilities Acquisition and Construction Services	-	-	-	-	-
5000	Long and Short Term Debt	-	-	-	-	-
9998	TOTAL NON-INSTRUCTIONAL AND SUPPORT	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
9999	GRAND TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenue Over/(Under) Total Expenses		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Beginning Balance, July 1		-	-	-	-	-
Ending Balance, June 30		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



OTHER REVENUE WORKSHEET

Code	Detail	Year 1 Projected	Year 2 Projected	Year 3 Projected	Year 4 Projected	Year 5 Projected
5140	Revenue from Other Sources					
5141	KY-01140					
	Interest Income					
5151	KY - 16XX - 1613					
	Sales to Pupils - Food Service					
5161	KY - 1750					
	Sales to Adults - Food Service					
5165	KY 1614-1626					
	Food Services - Non-Program					
5171	KY - 1710					
	Admissions					
5172	KY - 1720					
	Bookstore Sales					
5173	KY - 1730 - 1740					
	Student Organization Membership Dues and Fees					
5179	KY-1919					
	Other Pupil Activity Income					
5181	KY - 18XX					
	Community Services					
5191	KY - 1910					
	Rentals					
5192	KY-1920					
	Gifts/Donations					
5198	KY - 1990					
	Miscellaneous Other Revenue					
	KY - 1919					
	Other					
5199	Other Revenue - Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

STATE REVENUE WORKSHEET

Code Detail

Year 1
Projected

Year 2
Projected

Year 3
Projected

Year 4
Projected

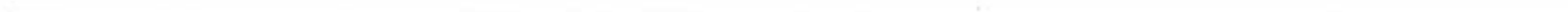
Year 5
Projected

5330 State Revenue

State Charter Funding (specify)

State Revenue - Subtotal

\$ - \$ - \$ - \$ - \$ -





Marketing															\$0
															\$0
															\$0
Total Services & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FACILITIES															
Rent/Lease/Mortgage															\$0
Grounds Maintenance															\$0
Maintenance & Repair															\$0
Utilities															\$0
Fire Safety and Compliance															\$0
															\$0
															\$0
Total Facilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(C) TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY FUND															\$0
(D) NET REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENDING CASH (A+D)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0