

## **Charter School Contract**

### **CHARTER SCHOOL CONTRACT**

*Effective Date:* The grant or renewal of a written charter school contract, also known as a charter, for a charter school authorized by the Board shall not be legally effective, and the charter school shall not begin or continue operations, as applicable, unless and until (1) the contract has been approved by the Commissioner of Education, by the charter school board of directors, and by the Board, and (2) the contract has been executed by the chair of the charter school board of directors and by the Board Chair. A charter school contract shall contain all terms and conditions specifically required by the Kentucky charter school statutes and regulations, as well as any additional terms and conditions specifically required by the Board consistent with the Kentucky charter school statutes and regulations.<sup>1</sup>

*Contract Development:* The Superintendent, assisted by the Office of School Choice, shall annually review and approve a standard contract template that is consistent with the Kentucky charter school statutes and regulations and all applicable Board policies, which shall be used as the basis for all charter school contracts approved by the Board. New charter school contracts and any amendments to any existing charter school contract that materially alter the contract, shall be presented to the Board for final approval. The Superintendent, assisted by the Office of School Choice, shall establish procedures for contract negotiations with approved charter school applicants; and the amendment of an existing charter school contract.

*Contracting for District Services:* The District may offer services to any charter school authorized by the Board, to be purchased at cost by the charter school. If any charter school authorized by the Board wishes to enter into an agreement with the District for services, the charter school must notify the Superintendent within ten (10) days after approval of the charter school application by the Board. The charter school may later request negotiations for other services with the District in a manner specified by the Superintendent. Any such services agreement shall be negotiated by the District and the charter school applicant separately from the negotiation of the charter school contract. A charter school applicant shall not include as a response in the charter school application that it will rely on the District to provide any specific services.

*Term of Charter Contract:* An approved contract for a new charter school shall be effective for a term of five (5) years, beginning on the effective date of the contract. The effective date of a charter school contract shall be the date on which it has been executed by both the chair of the charter school board of directors and by the Board Chair.

*Performance Framework:* A Charter School Performance Framework that establishes high expectations and clear and transparent standards for charter school academic, financial, and organizational performance as well as expectations for school climate and culture shall be utilized as the primary means of measuring the performance of each charter school authorized by the Board. The Charter School Performance Framework shall establish standards to be applied throughout all functions and benchmarks of the term of the charter school contract, including ongoing monitoring, annual assessments, and renewal criteria.

**Charter School Contract****CHARTER SCHOOL CONTRACT (CONTINUED)**

The performance framework shall include targets for charter school performance and metrics for measuring achievement of the targets that reflect the high expectations, mission and vision of the Board, as set forth in the Board Policy on Authorization of Charter Schools. Annual student and school performance targets shall be set for each charter school in accordance with the state accountability system and shall consider District, student, and School performance data.

The performance targets for each charter school authorized by the Board shall be set forth in the charter school's contract. Monitoring and annual reports for each charter school authorized by the Board shall be based on the performance expectations in the charter school's contract. All student performance data reported by each charter school shall be disaggregated by subgroups including race, sex, socioeconomic status, and area of exceptionality where allowable for reporting requirements associated with small numbers of students. The Charter School Performance Framework shall be posted on the District website.

*Education Service Providers:* Any contract entered into between the charter school board of directors and an education service provider shall be approved by the Board prior to execution. The contract between the board of directors and the education service provider shall be in compliance with the Kentucky charter school statutes and regulations. Amendments to any contract between a charter school authorized by the Board and an education service provider shall not be effective unless the Board has given approval to the proposed changes.

*Assurances and Required Statements:* An authorized representative from the charter school must sign a list of assurances which shall be posted on the District website and incorporated as an element of the contract. This document will assure the Board that the charter applicant and board of directors shall abide by all non-waivable legal requirements. The Board reserves the right to require a charter school to sign an updated assurances document as federal or state law changes, or as the Board deems necessary.<sup>2</sup>

**CHARTER CONTRACT AMENDMENTS**

*Semi-Annual Consideration of Contract Amendments:* Each charter school authorized by the Board shall provide written notice to the Superintendent prior to making any significant alterations to the operations, organization, or management of the charter school, as established under the current charter school contract. Examples of such material alterations include, but are not limited to: school name, grades served, governance structure, management structure, management partnerships, contracts with education service providers or charter management organizations, site location, mission statement, enrollment priorities, length of school day, or any other alteration that significantly affects the academic and operational plan approved by the Board.<sup>3</sup>

The Board shall semi-annually consider proposals for amendment to any existing charter school contract approved by the Board. Procedures regarding the amendment process shall be issued by the Superintendent, assisted by the Office of School Choice, and posted on the District website. The procedures may describe the amendment and evaluation process to be followed in reviewing specific types of material alterations to a charter school contract.

*Eligibility for Enrollment Amendments:* Eligibility for an expansion of the grade levels served by a charter school authorized by the Board shall be limited, at a minimum, to a charter school that

**Charter School Contract****CHARTER CONTRACT AMENDMENTS (CONTINUED)**

meets or exceeds all targets set forth in its charter school contract.

*Voluntary Rescission of Charter Contract:* The charter school contract shall state the specific circumstances where a charter school's board of directors may voluntarily rescind the charter contract executed with the Board. The Superintendent shall create procedures by which the board of directors may communicate this need to the District and the requirements the board of directors must fulfil in addition prior to executing the charter school closure protocol.

**UNDERPERFORMANCE OR NONCOMPLIANCE WITH CHARTER SCHOOL CONTRACT**

Investigations: Where a charter school board of directors has governance over more than one (1) charter school and has failed to meet statutory requirements, the local Board shall begin an investigation to determine if the charter school board is in compliance with any charter contract(s) for other school(s) under the local Board's jurisdiction.

Verification of an issue with any aspect of performance of the charter contract or compliance with statutory or regulatory requirements shall result in notification to the Commissioner by the local Board who may request assistance in addressing and remedying the issue. The local Board shall also notify the charter school of the issue and take necessary action, which may include unilateral imposition of conditions on the charter school, revocation, or nonrenewal of the charter contract. The local Board shall provide notice of such an issue and resolution to all charter school students, parents, persons with custody or charge, and the Kentucky Department of Education.

*Corrective Action Plans:* The Superintendent may implement appropriate consequences at any time during the term of a charter school contract approved by the Board when the Superintendent has received evidence of underperformance by the charter school against the performance framework standards, or noncompliance by the charter school with the terms and conditions of the charter school's contract. Consequences implemented against a charter school may increase in severity according to the seriousness and duration of the specific underperformance or noncompliance, and may be used as a basis for a recommendation by the Superintendent to the Board for the revocation or nonrenewal of the charter schools' contract.<sup>4</sup>

In cases where the Superintendent has made a determination that there has been material underperformance against the performance framework standards or noncompliance with a material element of a charter school contract approved by the Board, the charter school shall submit a proposed corrective action plan (CAP) to the Superintendent for approval by the Board. The proposed CAP shall be submitted within a deadline established by the Superintendent, assisted by the Office of School Choice, and shall include detail regarding the area(s) of deficiency determined by the Superintendent, the strategies to be used to correct the area(s) of deficiency, a timeline for correction, the measures to be used determine whether correction has occurred, the staff responsible for the implementation of the CAP, the frequency and scope of required reporting and onsite monitoring of implementation of the CAP, and consequences for failure to remedy

**Charter School Contract****UNDERPERFORMANCE OR NONCOMPLIANCE WITH CHARTER SCHOOL CONTRACT (CONTINUED)**

area(s) of deficiency in a timely manner. The Board shall approve a proposed CAP unless the Board determines that implementation of the proposed CAP will not correct the area(s) of deficiency, in which case the Board may implement additional appropriate consequences. A charter school subject to a CAP will be monitored by the Superintendent, assisted by the Office of School Choice, in accordance with the CAP monitoring requirements and the board of directors of a charter school subject to a CAP shall incorporate updates regarding the implementation of the CAP into its meeting minutes for the duration of the CAP. The Superintendent, assisted by the Office of School Choice, shall provide periodic updates to the Board regarding CAP implementation, as needed.

In the event of noncompliance by any charter school with a CAP, the Board may implement additional appropriate consequences against the charter school, including but not limited to, a prescribed CAP issued by the Superintendent, assisted by the Office of School Choice, that shall replace the original CAP.

Upon adoption of a CAP, the charter school shall notify all parents or guardians of students attending the charter school of the CAP, the identified deficiencies and steps being taken by the charter school to remedy the deficiencies.

*Letter of Deficiency:* Any charter school demonstrating material underperformance against the performance framework standards or found to be out of compliance with a material element of its charter school contract, resulting in a high-risk level of monitoring, may be issued a Letter of Deficiency by the Superintendent which shall be posted on the District webpage and be noticed to the Board, the commissioner of education, the Kentucky Board of Education, the charter school board of directors, the charter school leader, and provided to all parents and guardians of students attending the charter school.

If a charter school is subject to a CAP for noncompliance with a material element of the charter school's contract or material underperformance against the performance framework standards and fails to meet the performance expectations of the CAP within the deadline set forth in the CAP, the Letter of Deficiency shall provide detail as to the noncompliance or underperformance and indicate the corrective action to be taken by the charter school in order to bring the charter school into compliance with the charter contract. The charter school will be given ten (10) days to respond to the Letter of Deficiency. The Letter of Deficiency and the response from the charter school shall become part of the charter school's record and will be presented to the Board with all other evidence collected throughout the term of the charter school contract when renewal of the charter school contract is to be considered by the Board. The Letter of Deficiency and the charter school's response shall be incorporated into the charter school board of directors meeting minutes and included in the charter school's annual report to the Board.

*Letter of Probation:* A charter school that implements a CAP but does not meet the required targets for correction of the material underperformance or noncompliance with a material element of the charter school contract within the time period defined in the CAP, and has already received a Letter of Deficiency, may be issued a Letter of Probation by the Superintendent. The Letter of Probation shall be posted on the District webpage and be noticed to the Board, the Commissioner of Education, the Kentucky Board of Education, the charter school board of directors, the charter

**Charter School Contract****UNDERPERFORMANCE OR NONCOMPLIANCE WITH CHARTER SCHOOL CONTRACT (CONTINUED)**

school leader, and provided to all parents and guardians of students attending the charter school.

The Letter of Probation shall establish the process and timeline by which the school may exit probationary status. A school that has received a Letter of Probation may be considered by the Board for revocation or nonrenewal of its charter school contract at any time after the issuance of the Letter of Probation. Consequences for probationary status shall be determined by the Board on a case by case basis and shall be consistent with the charter school contract and the Kentucky charter school statutes and regulations.

**RELATED POLICIES:**

01.91, 01.911

**REFERENCES:**

<sup>1</sup>KRS 160.1590; KRS 160.1591; KRS 160.1592; KRS 160.1593; KRS 160.1594  
KRS 160.1595; KRS 160.1596; KRS 160.1597; KRS 160.1598; KRS 160.1599  
701 KAR 8:010; 701 KAR 8:020; 701 KAR 8:030; 701 KAR 8:040

<sup>2</sup>KRS 160.1596; 701 KAR 8:020

<sup>3</sup>KRS 160.1592

<sup>4</sup>KRS 160.1594; KRS 160.1596; 701 KAR 8:020