

**CHARTERING CONTRACT BETWEEN THE RICHMOND PUBLIC SCHOOL BOARD  
AND  
METROPOLITAN PREPARATORY ACADEMY, A PUBLIC CHARTER SCHOOL**

This contract is an agreement authorized and executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Richmond Public School Board ("School Board") and the Metropolitan Preparatory Academy ("Charter School").

The term of this Agreement shall be \_\_\_\_\_ through \_\_\_\_\_.

WHEREAS, the Virginia Charter Schools Law of \_\_\_\_\_, Virginia Code \_\_\_\_\_, authorizes the establishment of

public charter school and WHEREAS, the Virginia State Legislature has expressed its intention that charter school authorizers hold charter schools accountable for meeting measurable pupil outcomes; and be accountable for financial, programmatic and compliance audits of public charter schools.

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to the criteria set forth in the Virginia Code, the School Board granted an approval of a Charter, Exhibit \_\_, for the establishment of the Metropolitan Preparatory Academy, public charter school based upon the approval of the Charter School Application, Exhibit \_\_\_\_.

NOW, THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, enter the following contract ("Chartering Agreement") to establish the abovementioned charter school.

## **ESTABLISHMENT OF THE SCHOOL**

### **1.0 Parties.**

1.1 This Agreement is entered into between Metropolitan Preparatory Academy ("Charter School") and its Board of Directors and the Richmond Public School Board (School Board).

1.2 The persons authorized to sign on behalf of the Charter School are the President and Vice President of the Governing Board ("Charter Representatives").

1.3 The person authorized to sign on behalf of the School Board is the President of the Board of Education.

1.4 No material amendment to this Agreement or the Charter shall be valid without the approval of the Governing Board of the Charter School and of the School Board.

1.5 The Charter Representative affirms as a condition of this Agreement, that he/she is the above-described representative of the Charter School and has authority to sign this Agreement on behalf of the Charter School.

**EXPECTATIONS OF THE CHARTER SCHOOL****2.0 Regarding the establishment of this agreement.**

2.1 The Charter School shall be operated as a non-profit organization, or as the subsidiary of a non-profit organization, formed and organized pursuant to Virginia's definition of Nonprofit Organization and either the Charter School, or its non-profit parent entity, shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Agreement and the Charter.

2.2 The Charter School certifies that all contracts obligating the charter school have been and will be undertaken by the Charter School (or parent entity) as a nonprofit corporation and failure to act as a nonprofit organization shall be grounds for rescission of its charter.

2.3 The Charter School affirms, as a condition of this agreement, that the non-profit organization has a governing board, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

2.4 The Charter School affirms, as a condition of this agreement, that it has adopted a conflict of interest policy, including provisions related to nepotism, and that Charter

School governing board and employees reviewed, provided and filed a statement certifying that their involvement with the charter school presents no conflict of interest.

2.5 The Charter School shall annually (on or before \_\_\_\_\_) provide the School Board an updated list of membership and officers including their business addresses.

2.6 The Charter School shall provide the School Board with a \_\_\_\_ day notice of any change in the composition of the Charter School's Governing Board including the name, business address and resume of any new members and officers.

2.7 Incorporated as Exhibit \_\_\_\_ - herein and by reference is a true and correct copy of the Charter School's Charter Petition granted through an approval letter by the School Board (the "Charter"). The Charter is integral to establishing the terms, conditions and performance expectations that governs this Agreement.

2.8 The Charter School's mission statement is approved as presented in the application for the Charter. Any change to the mission statement as approved shall be considered a material amendment to the Charter and subject to the School Board's approval.

2.9 The Charter School shall operate consistent with the terms of the Charter, this Agreement and applicable law; shall govern

and manage the Charter School in a fiscally responsible manner;  
and shall achieve the pupil outcomes set out in the Charter and  
this Agreement.

**3.0 Location of the Charter School.** The Charter School shall  
provide educational services, including the delivery of  
instruction, at the following location(s):

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[Physical Address]

3.1 The Charter School's location is hereby incorporated into  
the Charter by reference.

The Charter School shall not operate in more than one location  
without the prior approval of the School Board.

3.2 The building(s) in which the Charter School is to be located  
shall be known as the Charter School's facilities (the  
"Facilities").

3.3 The Charter School shall locate its Facilities within the  
Local School System boundaries, meet all applicable health,  
safety and fire code requirements and shall be of  
sufficient size to safely house anticipated enrollment. The  
facilities shall also conform to applicable provisions of the  
Americans with Disabilities Act and any other federal or state  
requirements applicable to charter schools.

3.4 The Charter School's relocation to different Facilities shall constitute a **material change** in the Charter and shall be subject to the following conditions:

- Notification to the School Board
- Submission to the School Board of a Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy
- Evidence that the Facilities meet applicable health, safety and fire code requirements
- Evidence that the Facilities are of sufficient size to safely house anticipated enrollment

3.5 The Charter School shall locate Facilities for its operations for the 20\_\_-20\_\_ school year independent of the Local School System unless both parties agree to make a school system property available to the Charter School.

#### **4.0 Pre-Opening Requirements**

4.1 The Charter shall comply with the expectations set forth in the Pre-Opening Procedures incorporated herein as Exhibit \_\_\_ - of this agreement.

4.2 The Charter School shall, by the time set forth in the Pre-Opening Procedures, incorporated herein as Exhibit - of this

Agreement, provide the School Board or its designee with a written, signed copy of the lease, purchase agreement and/or other such facilities agreement (the "Facilities Agreement") for the primary facilities and any ancillary facilities identified by the Charter School and such certificates and permissions as are necessary to operate the Charter School in the proposed Facilities for at least the first year of the School's operation.

4.3 In the event that an adequate Facilities Agreement and/or necessary certificates and permissions are not in place by the date established in the Pre-Opening Procedures, the Charter School may not provide instruction at the Facilities. In such event, the Local School System will preclude the Charter School from commencing instruction until the start of the succeeding school year. The School Board may consider demonstrated hardships to make final decisions regarding this restriction.

**5.0 Performance Reporting.** No later than ninety (90) days following completion of the final audit and publication of the results of state-mandated assessments (whichever is later), the Charter School shall present to the School Board, community, and parents of pupils enrolled in the School, an Annual Self-Evaluation. The Charter School's School Accountability Report Card may serve as the basis for the School's Self-Evaluation.

## 6.0 Charter School Governance.

6.1 The governing board of the Charter School is responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable law and regulation and all reporting requirements.

6.2 The Charter School's governing board shall adopt Bylaws and operate in accordance with such Bylaws. The Charter School shall submit to the School Board a current signed copy of the Bylaws at the following times:

- In accordance with the Pre-Opening Procedures Exhibit \_\_; and
- Any time the Governing Board of Directors amends its Bylaws

6.3 The Governing Board shall, as a part of the Charter School's bylaws, establish a formal conflict of interest policy that is consistent with applicable law, including any Charter School Conflict of Interest Policies adopted by the State Board of Education, and the School shall abide by such policy.

6.4 The Charter School shall maintain Board-adopted policies, and shall make such documents available for public inspection.

6.5 The Governing Board of the Charter School is responsible for the sound fiscal management of the Charter School.

6.6 The Governing Board of the Charter School is accountable for the charter school's performance outcomes in student achievement, compliance, curriculum, and financial matters.



**7.0 Governing authority.** In no event shall the Charter School's Governing Board delegate its ultimate governing authority or responsibility for the performance of the Charter School to another entity.

**8.0 Age; Grade Range; Number of Students.** The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Agreement as described in the Charter.

8.1 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 emergencies, and attrition patterns to the extent such modifications are otherwise consistent with the Charter of this Agreement.

8.2 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not authorized are **material changes** to the terms of the Charter and this Agreement and shall require prior written authorization from the District.

8.3 Commencing or continuing instruction where the total number of students enrolled is 10% less or more than the projected enrollment shall be a **material change** to the terms of the Charter and this Agreement and shall require prior written approval from the School Board. Approval of increases or decreases in student enrollment will be based on documentation provided by the Charter School demonstrating that such material

changes in enrollment do not compromise the fiscal and educational integrity of the Charter School.

**9.0 Student Recruitment and Enrollment.** Enrollment in the Charter School shall be conducted consistent with the plan presented in the Charter.

9.1 The Charter School shall submit projected, current, and final student enrollment information in accordance with the Reporting Requirements incorporated herein as Exhibit \_\_\_\_.

9.2 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner. If more students apply than can be admitted, admission decisions will be made by a lottery process held each Spring for the following school year. If a vacant seat occurs within the school year, the seat should be filled immediately from a numerically ordered waiting list that resulted from students not selected during the lottery process.

**10.0 Volunteer Requirements.** Any requirement that parents commit to a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances.

**11.0 School Calendar; Hours of Operation.** The days and hours of operation of the School shall not be materially less (10% less total time) than those set forth in the Charter. In no event shall the days of operation be fewer than 180.

**12.0 Attendance.** The Charter School shall maintain required records to document pupil attendance and shall make such records available for inspection at the School Board's request, and report truancy as indicated by the Local School System procedures.

**13.0 Student Conduct and Discipline.** The Charter School shall comply with all applicable state, federal laws and the School Board's guidelines related to student discipline, including due process provisions, and shall comply with the student suspension and expulsion procedures in the Charter.

**14.0 Student Welfare and Safety.** The Charter School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including but not limited to state laws regarding the reporting of child abuse, truancy, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

**15.0 Nonsectarian Status.** The Charter School shall be nonsectarian in its programs, admission policies, employment practices and all other operations.

**16.0 Student Records and Reporting.**

16.1 The Charter School shall comply with all federal, state and School Board recordkeeping requirements including, but not limited to, the Federal Family Educational Rights and Privacy Act.

16.2 The Charter School shall provide to the School Board or its designee any reports necessary and reasonably required for the School Board to meet its oversight and reporting obligations. Student records may include but are not limited to personal data, attendance, annual performance, State mandated and local system testing, health screening and immunization data and student withdrawal records or any documentation required pursuant to state and federal law. (See the Virginia Student Records System Manual).

16.3 The School Board shall at all times endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, avoiding duplicate requests, and limiting requests to what is reasonably required to fulfill its legal reporting and oversight obligations within five (5) business days of the date the request was made.

16.4 The Charter School shall maintain a policy regarding the development and maintenance of student records and information, and shall comply with all associated requirements.

**17.0 Assessment of Pupil Performance.** The Charter School shall implement the plan for assessment of pupil performance and administration of statewide assessments contained in the Agreement.

17.1 At a minimum, the Charter School shall administer the following statewide performance assessments:

■ Virginia State SOL Assessments for grades 3-8

■ Virginia High School end-of-year Assessments for grades 9-12

17.2 The Charter School shall certify annually that pupils have participated in the State testing program pursuant to testing procedures and State requirements.

**18.0 Production of Documents.** Representatives of the Charter School or the administrator of the Charter School shall produce all documentation requested by the School Board, the Virginia Department of Education, the Legislative Audit Bureau, law enforcement agencies, contracted evaluators or any other federal, state or local regulatory agency within five (5) business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

18.1 The Charter School will ensure that applicable policies subject to regulations, in compliance with federal and state law be available for inspection by the School Board or its designees.

**19.0 Health and Safety.** The Charter School shall provide appropriate health services and safety protections consistent with the health and safety procedures described in the Local School System policies and with applicable law.

**20.0 Site Visits.** The Charter School shall allow representatives from the School Board, the Virginia Department of Education, the Legislative Audit Bureau, law enforcement agencies, contracted evaluators or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement and the terms of state and federal grants.

During such site visits, the Charter School shall allow visiting officials full and immediate access to its financial and educational records, reports, files and documents of any kind

**21.0 Non-Discrimination.**

21.1 The Charter School agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.

21.2 The Charter School agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

21.3 Any act of discrimination committed by the Charter School or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**22.0 Notification Requirements.**

22.1 The Charter School shall immediately notify the School Board of any conditions that may cause it to vary from the terms of this Agreement, the Charter, applicable School Board requirements, and/or state law.

22.2 The Charter School shall immediately notify the School Board of any circumstance requiring the closure of the Charter School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.

22.3 The Charter School shall immediately notify the School Board or its designee of the arrest of any members of the Charter School's Governing Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Contractors, subcontractors and any person directly or indirectly employed by the Charter School must provide verification of criminal clearance for any of the foregoing crimes for all persons who perform work at the Charter School.

22.4 The Charter School shall immediately notify the School Board of a default on any obligation, this shall include debts for which payments are past due by ninety (90) days or more.

22.5 The Charter School shall immediately notify the School Board of any change in its nonprofit organization status in Virginia.

22.6 The Charter School shall immediately notify the School Board if at any time during the school year, the School's enrollment decreases by ten percent or more compared to the most recent pupil count submitted to the Local School System and the Virginia Department of Education's Charter School Office.

**27.0 Financial Accounting and Reporting.** The Charter School shall timely submit to the School Board all financial accounting and reporting according to the Reporting Requirements -Exhibit \_\_\_\_.

27.1 All required Charter School accounting and reports shall be submitted to the School Board or its designee in a format compatible with the template in - Exhibit \_\_\_\_.

27.2 The Annual Audit to be conducted pursuant to the Charter shall be conducted by certified public accountant in accordance with generally accepted accounting principles (GAAP), the cost of which shall be borne by the Charter School. The audit shall



fulfill the requirements set out in the Scope of Audit Protocol  
-Exhibit \_\_\_\_, including but not limited

to:

(1) an audit of the accuracy of the Charter School's financial statements

(2) an audit of the Charter School's attendance accounting practices, including the Charter School's pupil attendance records

(3) an audit of the Charter School's internal control practices

**28.0 Tuition and Fees.** The Charter School shall not impose any pupil tuition, contribution or attendance fee of any kind as a condition of enrollment.

**29.0 Financial Records.** All records of the Charter School are subject to inspection and production as required for fulfillment of the School Boards' oversight responsibilities under the Charter Schools Law.

**30.0 Additional Funds.** The Charter School, at its discretion, may pursue additional funds, whether public or private.

30.1 The School Board shall cooperate with the Charter School in the preparation of requests for such additional funds provided that if the District applies for additional funding in the form of grants and/or categorical funding at the request of or for the benefit of the Charter School.

30.2 The Charter School shall be responsible for meeting any and all application, expenditure, and reporting requirements associated with such additional funds.

30.3 The receipt, expenditure and accounting for any such additional funds shall be subject to the School Board's oversight pursuant to Virginia Code.

### **31.0 Assets.**

31.1 Any assets acquired by the Charter School are the property of the charter school for the duration of the Charter and any renewal of the Charter. If the Charter is revoked, non renewed or surrendered, or the school otherwise ceases to operate, the Charter School shall manage all assets consistent with the Dissolution Process described in Exhibit \_\_\_\_.

31.2 If the Charter School fails to open and serve pupils or closes for any reason, the provisions and requirements of the Dissolution Process shall become effective immediately.

31.3 The Charter School shall maintain records of all material assets acquired with any private funds that remain the property of the Charter School. If the Charter School's accounting records fail to establish clearly whether a particular asset was purchased with public funds or private funds, the assets shall be deemed as having been purchased with public funds.

31.4 The Charter School shall maintain a complete and current inventory of all school property and shall update that inventory annually.

31.5 The Charter School shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by the School Board.

32.0 Insurance. The Charter School shall maintain adequate and current policies that address the following areas:

- Comprehensive or Commercial General Liability
- Worker's Compensation
- Property Insurance (for leased facilities) to address business interruption and casualty needs including fire and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables
- Comprehensive or Business Automobile Liability; and
- Crime Insurance
- Professional or Directors Liability (Errors & Omissions)
- Catastrophic Student Accident Insurance

32.1 Certificates of Insurance listed above must be provided to the Local School System as a requirement of this agreement.

33.0 Coverage. For purposes of the foregoing requirement, the following coverage shall be deemed "adequate:"

33.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School's employees, and employers' liability insurance with a minimum limit of \$\_\_\_\_\_ per each accident and employee and \_\_\_\_\_ policy limit for bodily injury by disease.

33.2 Comprehensive General Liability insurance with a minimum combined single limit of \$\_\_\_\_\_ each occurrence.

33.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage or not less than \$\_\_\_\_\_ each occurrence with respect to the school's owned, hired or non-owned vehicles, assigned to or used in performance of the services offered by the school.

33.4 Property Insurance for buildings being used by the Charter School to fulfill the purposes of this contract and any contents purchased by the Charter School with state or federal funds. The property insurance obtained by the Charter School shall provide the School Board with the ability to file a claim for any loss of property purchased with state or federal funds.

33.5 Errors and Omissions Liability Insurance conforming to the following requirements:

■ Errors and Omissions Liability Insurance shall cover the Charter School for those sources of liability arising out of the

rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification

■ The minimum limits to be maintained by the Charter School shall be no less than \$\_\_\_\_\_ per claim/annual aggregate

33.6 Umbrella excess liability or excess liability insurance with minimums of \_\_\_\_\_ per occurrence and include all of the coverage required on the Commercial general liability, Business auto liability and Employers liability.

33.7 Crime Insurance with minimum limits of \$\_\_\_\_\_ for each loss due to employee dishonesty, \$\_\_\_\_\_ for each loss due to forgery or alteration, theft, disappearance or destruction (money and securities).

33.8 Catastrophic Student Accident Insurance to cover injury to all enrolled students who participate in intramural or interscholastic sports, gym classes, and non-sport extracurricular activities with a maximum deductible of \$\_\_\_\_\_ and minimum limits of:

\_\_\_\_\_ for accident medical expense, \_\_\_\_\_ catastrophic cash, \_\_\_\_\_ accidental death and dismemberment.

33.8 Any and all policies of insurance maintained by the Charter School pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by the Local School System and/or their respective officers, agents, employees and representatives. The Local School System may specify that it be named as "separately insured."

33.9 The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Local School System by the date set out in the Pre-Opening Requirements and shall provide updated copies annually prior to the first day of school.

34.0 Employment Matters. As per the Virginia Code, all employees hired by the \_\_\_\_\_ (District/School) shall be employees of the \_\_\_\_\_ (School/District) and not the \_\_\_\_\_ (School/District). All employee discipline decisions shall be made by the \_\_\_\_\_ (District/School). The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook. The Handbook may be amended or revised at the discretion of the School.

**RESPONSIBILITIES OF THE AUTHORIZER**

37.0 School Board and Charter School Communication. The School Board shall designate one staff member (designee) as a primary contact for the Charter School and shall notify the Charter School of the designation by \_\_\_\_\_ of each school year. The designee (the Charter School Liaison) shall represent the board unit oversight responsibilities of the Charter School.

**38.0 Oversight Authority.** The School Board shall have oversight authority over the Charter School pursuant to the Virginia Code. All records established and maintained in accordance with the provisions of this Agreement, Local School System policies and/or regulations, and federal and State law shall be available to the School Board or its designees.

38.1 The School Board or its designee may, at its discretion, conduct a health and safety inspection of the proposed Facilities upon request.

38.2 Any complaints or concerns received by the Local School System about the Charter School or its operation, including but not limited to complaints filed with the Office of Civil Rights, Equal Employment Opportunity Commission, shall be forwarded by the school system to the Charter School.

38.3 Within thirty (30) days of receipt of any documents, data and records provided by the Charter School pursuant to compliance with the terms of this Agreement, the School Board or its designee, shall notify the Charter School in writing of material problems, questions, concerns, and/or issues related to those documents, data and reports.

38.4 The School Board's oversight of the Charter School shall include the following activities:

- Pre-opening, intervention, revocation, and renewal processes for the Charter School pursuant to the Charter, and this Agreement
- Monitoring the performance and compliance of the Charter School with the terms of the Charter, this Agreement, and/or applicable laws, policies and regulations
- Monitoring the Charter School's compliance with reporting requirements
- Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit
- Identification and availability of at least one Local School System staff member (the Charter School Liaison) as a contact person for the Charter School
- Visiting the Charter School at least annually



- Monitoring the educational, legal and fiscal condition of the Charter School
- Providing guidance and assistance to the Charter School on compliance and other operational matters and
- Participation in the dispute resolution process described in the Charter

The School Board's oversight activities shall only include those general administrative services related to monitoring, and compliance in the required utilization of basic system procedures. To the extent that additional services are requested by the Charter School, those services shall be defined, negotiated and delivered as independent fee-for-service and included in the Fee Schedule for Charter Schools to be attached and incorporated herein as Exhibit\_\_\_ .

40.0 Site Visits. Pursuant to the requirements of this agreement, the School Board or its designee will conduct at least one announced site visit annually in order to evaluate the Charter School's organizational, financial, legal and educational performance in relation to the Charter, this Agreement and applicable law.

40.1 Site visits may include any activities reasonably required to fulfill the School Board's oversight responsibilities including, but not limited to, review of the Charter School's

facility; review of records maintained by the School; interviews with the principal, Governing Board, staff, school families, and community members; and/or observation of classroom instruction.

40.2. Notwithstanding the foregoing description of site visits, the School Board or its designee may, at its discretion, make announced or unannounced visits to the Charter School consistent with its oversight responsibilities.

40.3 Upon request, the Charter School shall make available to the School Board cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the Charter School.

Access shall include the authority to review and copy documents. The School Board designees shall use such information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student information acquired from the Charter School for any other purpose.

41.0 Evaluation. The School Board shall use the Charter School Evaluation Framework, incorporated herein as Exhibit \_\_\_\_, and related school visit guidance, to document and describe evidence on which it bases school evaluations to measure performance expectations for the Charter School.

41.1 The Evaluation Framework shall be based on the student performance standards; financial management expectations; and governance and management requirements set out in the Charter, this Agreement and applicable law.

41.2 The School Board-mandated performance requirements contained in the Evaluation Framework shall be the ones presented in the general Charter School Evaluation Framework.

41.3 The Evaluation Framework shall be incorporated into this contract by reference and as Exhibit \_\_\_\_.

41.4 For purposes of renewal, revocation, and other high-stakes performance evaluations, the School Board will evaluate the Charter School first and foremost according to the standards set forth in the Evaluation Framework.

41.5 The Charter shall comply with the expectations set forth in the Commonwealth's Standards of Quality (SOQ), Code of Virginia 22.1-253.13:1 through 22.1-253.13:9 as embodied in the Charter School's own Standards of Quality (SOQ) incorporated herein as Exhibit \_\_\_\_\_ - of this agreement.

#### **42.0 Performance Reports.**

42.1 No later than sixty (60) days following completion of the final audit and publication of the results of state-mandated assessments (whichever is later), the School Board shall

present to the Charter School, and their school community, an Annual Charter School Performance Report ("Performance Report"). The Performance Report shall, at a minimum, present the School's status in relation to the performance standards set forth in the Evaluation Framework.

**43.0 Funding Process.** The Local School System shall cooperate in any required processes to ensure the appropriate and timely reporting of data and the transfer of funds to the Charter School.

43.1 The Local School System shall disburse to the Charter School an amount of city, state and federal funds for middle and secondary students that are commensurate (and in accordance with the State Board Formula) with the amount disbursed to other public schools in the city.

43.2 The Local School System may give surplus educational materials, supplies, equipment and furniture to the charter school.

**44.0 Service Contracts.** The Local School System shall provide the Charter School with the following services: (To be determined by mutual agreement between the School System and Charter School).

44.1 In exchange, the Charter School shall pay the Local School System in accordance with the Fee Schedule incorporated in this Agreement as Exhibit\_\_\_.

44.2 The Charter School has the option to purchase other services as needed to operate the program. To the extent that the Local School System provides such services to the Charter School on a fee-for service basis, those service contracts shall be developed as independent fee-for-service agreements.

44.3 The Charter School will provide all transportation services for Charter School Students, including to and from school, field trips, and public transportation unless this service has been agreed upon by the Local School System.

**45.0 Special Education Services.** The Local School System shall provide special education services to all identified students of the Charter School, consistent with the services it provides at its other public schools pursuant to this Agreement.

45.1 The Charter School shall comply with all applicable requirements of federal and state Laws and regulations concerning the education of children with disabilities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. § 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).

45.2 The Charter School shall adhere to the Local School System policies, procedures and other requirements regarding services to special education students.

45.3 Regardless of the designation of special education service responsibilities in the foregoing paragraph, the Charter School shall be solely responsible for compliance with Section 504 of the Americans with Disabilities Act.

45.4 By way of mutual agreement between the School System and the Charter School, the Local School System shall be responsible for providing all appropriate special education and related services including development of written individualized education plans ("IEPs") in accordance with all applicable state and federal laws for all students with exceptional needs.

45.5 IEP Teams shall include a representative of the Charter School. The Charter School shall be responsible for having the designated representative in attendance at IEP meetings in addition to any representatives who are knowledgeable about the regular education program at the Charter School.

45.6 The Local School System shall respect the Charter School's instructional design, mission, and Charter in the development of IEPs for students enrolled in the school.

45.7 The Local School System shall assume responsibility for ensuring appropriate documentation of the IEP process and for compliance with all parent and student rights.

45.8 Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. Services and placements shall be

provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the Local School System. This includes the use of the Commonwealth of Virginia processes and procedures including the use of electronic IEP and Early Intervention.

45.9 The Local School System, by way of and in compliance with the service contract, shall deliver educational and related services required in the agreed-upon IEP.

45.10 The Local School System shall, by way of and in compliance with the service contract, when necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws. If a parent or guardian pursues a due process claim, the Local School System shall, in consultation with the Charter School, defend all aspects of the claim.

45.11 The Local School System shall, by way of and in compliance with the service contract, represent the Charter School's special education interests and needs as it represents the needs of all schools in the Local School System.

The school system shall report to the Charter School relevant special education issues, including decisions and policies, in the same way that it communicates such information to all other schools in the Local School System.

45.12 Local School System information and training opportunities regarding special education shall be available to Charter School staff to the same extent that the system provides such information and opportunities to site staff at other schools in the system.

45.13 The Local School System shall provide Charter School staff the opportunity to represent their school at committee meetings to the same extent that such opportunities are available to Local School System site staff.

45.14 The Charter School shall have the same responsibility as any other public school in the system to work cooperatively with the Local School System in identifying and referring students who have or may have exceptional needs that qualify them to receive Special Education services. The Charter School with the assistance of the Local School System will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with Virginia State Law and Local School System policy.

45.15 The Charter School agrees to implement the Student Support Team to serve as a regular education function, to monitor and guide referrals for Section 504 and Special Education services and to designate intervention services.



45.16 The Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEP's and other Special Education information on any student enrolling from a non-local school system school.

45.17 The Local School System shall ensure that the Charter School receives notification and relevant files of all students with an existing IEP who transfer to the Charter School from a system school in the same manner that the system ensures the forwarding of such information between system schools. The Local School System shall be responsible for securing the signed permission of the parent/guardian for the release of student records.

45.18. The Local School System and Charter School shall jointly determine which special education assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the school systems' general practices and procedures, and applicable law.

45.19 The Local School System shall be retained on a fee-for-service basis in exchange for services rendered by the Local School System to the charter school's special education population.

**46.0 Dispute Resolution.** Disagreements impacting the implementation of this agreement will be mediated according to procedures outlined in the Dispute Resolution protocol included as Exhibit \_\_\_ attached to this agreement.

46.1 The Dispute Resolution provision of the Charter School Agreement shall not impair the School Boards' authority and legal duty to intervene in accordance with the Virginia Code, including the authority to intervene immediately as necessary to ensure the safety and wellbeing of the Charter School's students, staff, and community, and the authority to revoke and/or not renew the charter immediately on the basis of health and safety.

**47.0 Renewal of the Charter.** The School Boards' process for making charter renewal decisions shall adhere to the Renewal Decision-making Policy, incorporated herein as Exhibit \_\_\_.

Renewal expectations will be the following:

47.1 The Charter School must meet performance goals or demonstrate substantial progress towards meeting them.

47.2 The Charter School must demonstrate the ability to lead and implement school improvement efforts.

47.3 The Charter must demonstrate compliance with the terms of this agreement.

**48.0 School Intervention.** The School Board's process for formal intervention shall follow a progressive system of notification

and calls for corrective action on the part of the Charter School as set out in the School Intervention Protocol incorporated herein as Exhibit \_\_. The following conditions can initiate intervention by the Authorizer:

48.1 Failure to timely fulfill any material term of the Pre-Opening Procedures listed in Exhibit \_\_, shall be considered a material violation of conditions, standards, or procedures provided for in the Charter and this Agreement and shall be grounds for School System intervention pursuant to the School Intervention Protocol.

48.2 To the extent that concerns or complaints received by the Local School System about the Charter School may trigger the Authorizer's intervention including revocation or non-renewal of the Charter, the school system may monitor the Charter School's handling of such concerns or complaints. In such cases, the School Board may request and the Charter School shall provide information regarding the school's actions in responding to the concerns or complaints.

48.3 Failure to meet annual performance goals during the duration of this contract.

48.4 Demonstrated risk of not being able to fulfill the terms of this agreement.

48.5 Failure to comply with requested documentation as requested in Section 18 of this Agreement.

49.0 Revocation and Dissolution. The School Boards' process for revocation decisions shall adhere to the Revocation and Dissolution protocol, incorporated herein as Exhibit \_\_\_\_.

49.1 If the Charter is revoked, not renewed or surrendered, or the school otherwise ceases to operate, the Charter School shall manage all financial records consistent with the requirements of the Dissolution Process -Exhibit \_\_\_\_.

49.2 Causes for revocation of the charter may be as follows:

- Failure to act as a nonprofit organization shall be grounds for rescission of its charter
- Failure to notify and receive approval for any delegation of any part of this agreement to another party is considered a violation of this agreement and shall be grounds for immediate termination of this Agreement and revocation of the Charter
- Failure to substantially comply with the terms of this agreement
- Financial insolvency
- Misappropriation, mismanagement of funds or illegal withholding of funds
- A material misrepresentation in the application for approval of the charter
- Criminal convictions on the part of the charter school or its Governing Board
- Failure to meet performance goals over the contract period

- Inability to meet the requirements of State and Federal Laws
- The facility can no longer ensure a safe learning environment for students.

**MISCELLANEOUS**

**51.0 Entire Agreement.** The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the contract. All prior representation, understandings and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document. The parties recognize that amendments to this Agreement may be approved from time to time hereafter.

**52.0 Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the following:  
 In the case of the Charter School: In the case of the School Board:

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**53.0 Indemnification and Disclaimer of Liability.**

53.1 The parties acknowledge that the Charter School is not acting as the agent of, the Local School System and that the School Board does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents or employees.

53.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Local School System to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the school system that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Authorizer.

53.3 The Charter School shall defend, indemnify, and hold harmless the Local School System and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the local school system on account of any action of the Charter School, its employees, agents or assigns.

53.4 The Local School System shall defend, indemnify, and hold harmless the Charter School and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Charter School on account of any action of the school system, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Local School System.

53.5 The parties acknowledge that the Local School System is not liable for the debts or financial obligations of the Charter School.

53.6 The Charter School Board shall give the School Board prompt written notice of any legal claims made against it arising out of its operation of the Charter School immediately upon receipt of such claim.

**54.0 Waiver.** The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**55.0 Assignment.** No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School without prior written approval of the Local School System and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Local School System, which approval may be given or withheld at the sole discretion of the Authorizer.

**56.0 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws of the United States.

56.1 The parties intend that where this Agreement references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

56.2 The Charter School shall comply with all federal and state laws and regulations applicable to charter schools. The Charter School shall conform, in all respects, with the educational standards contained in this Agreement, including those contained in the Charter.

**57.0 Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.



**58.0 No Third Party Beneficiary.** The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the School Board and the Charter School. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**59.0 Counterparts; Signature by Facsimile.** This Agreement may be signed in counterparts, which shall together constitute the original contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

**60.0 Material Amendment.** Any material amendment to this Agreement will be effective only with approval of both the School Board and the Charter School's Governing Board.

60.1 The Charter School may submit any proposed Material Amendment to the School Board in accordance with guidance provided.

60.2 Changes to the Charter and/or Agreement that constitute **Material Amendments** include, but are not limited to, the following changes:

- In legal status; ownership; governance; or management, including the structure of the governing board and its membership
- To the school's mission statement
- Enrollment in excess of 10% or less than 10% of the total number of students authorized in the Charter
- In grade levels served
- In location of the Facilities (change of site and/or adding or deleting sites)
- In the school calendar affecting the number of days of instruction
- In teacher duty or the instructional day for students
- In admissions or enrollment procedures
- In special education status or procedures
- To the educational program in terms of either content or methodology
- Instructional status that would result in 20% or more of the program being designated as non-classroom-based from classroom based or vice versa

**61.0 Non-Material Amendment.** A Non-Material Amendment of this Agreement may be made effective by the Charter School through written Notification to the School Board.

61.1 Non-Material Amendments to the Agreement include, but are not limited to, the following:

■ Changes to the mailing address, telephone, and/or fax number of the Charter

School

■ Changes to the contact person located at the Charter School site

■ Amendments to the Charter School's bylaws

**AGREEMENT AUTHORITY**

THE RICHMOND PUBLIC SCHOOL BOARD

By \_\_\_\_\_

Witness President of the School Board

\_\_\_\_\_

By \_\_\_\_\_

Witness

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS \_\_\_\_\_, OF \_\_\_\_\_, 20\_\_\_\_.

APPROVAL OF THE METROPOLITAN PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL:

\_\_\_\_\_

\_\_\_\_\_

Charter School Governing Board President

Date

\_\_\_\_\_

\_\_\_\_\_

Charter School Governing Board Vice President

Date

