

CHARTER AGREEMENT

Murray High School

THIS CHARTER AGREEMENT, made this ____ day of May 2012, by and between The County School Board of Albemarle County, Virginia (hereinafter, the “Board”) and Murray High School (hereinafter, “MuHS”), and collectively referred to as the “Parties” in this Charter Agreement (the “Agreement”).

ACKNOWLEDGEMENTS

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

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

WHEREAS, on February 7, 2001, the Board approved MuHS’s Application (the “Application”) to become a Charter School, and approved MuHS’s Application to renew the Charter effective July 1, 2007; and

WHEREAS, the Board has approved the Application (hereinafter referred to as the “Renewal Application”) of MuHS to continue to operate a public charter school.

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

I. CONTINUATION OF SCHOOL AND CHARTER

- A. **CHARTER**: A Charter is hereby authorized and granted to MuHS on behalf of and solely for the benefit of MuHS which, pursuant thereto, will be authorized to continue to operate a school (MuHS) in accordance with Article 1.2 and Title 22.1 of the Code of Virginia and the terms and conditions of this Agreement.
- B. **TERM**: Pursuant to the actions of the Board on _____, 2012, the term of this Agreement shall be for a five year-term (July ____, 2012- July ____, 2017).
- C. **RENEWAL**: Prior to the expiration of this Agreement, MuHS may request renewal of the Charter by the Board. For MuHS to remain in operation, MuHS must demonstrate to the satisfaction of the Board that it is able to meet the needs of their students, maintain a high degree of parent involvement and student enrollment, and otherwise remain accountable under the terms of this Agreement.
- D. **REVOCATION**: The Board may revoke the MuHS Charter prior to the expiration of the term in accordance with Virginia Code § 22.1-212.12 and Albemarle County School

Policy LC-R.

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

II. OPERATION OF THE SCHOOL

- A. MISSION: The mission of MuHS is to facilitate intensive, experiential learning opportunities in order to provide academic and personal success for students who are at-risk to leave school or to graduate below potential. All members of the school community must commit to creating a caring community where quality learning takes place in a safe, respectful, non-coercive environment that meets the needs of diverse learners.

The target population for MuHS includes students who feel "disconnected" from the large, comprehensive high school. These students often are unhappy, unmotivated and have poor or failing grades and poor attendance, factors that contribute to their lack of success at school. If they graduate from high school, they may be ill-prepared for either the workplace or for postsecondary education.

The philosophy and operating principles of MuHS are guided by the philosophy of William Glasser (Choice Theory). As a non-traditional school of choice, the school community shares the belief that all students can learn and succeed when provided with a caring, supportive learning environment that meets their needs and interests.

Included in Glasser's work and MuHS's philosophy are the provisions that the school must be creative and flexible in translating theoretical concepts into practice to meet the needs of students. Also included in the school philosophy is a strong focus on mastery learning and the production of quality work. This emphasis on quality and high expectations for all students also is supported by effective schools researcher, Larry Lezotte. MuHS subscribes to the idea of both Lezotte and Glasser that student progress and school program effectiveness must be measured and evaluated, and that the results of the evaluation are the basis for school improvement.

- B. VISION: The Vision of MuHS shall be as outlined in the Application and the Renewal Application.
- C. AGE, GRADES & ENROLLMENT: MuHS shall provide instruction to pupils in such grades and numbers in each year of operation under this Agreement as described in the Application and the Renewal Application.
- D. ADMISSION: The terms of admission to MuHS will be as follows:

Admission to MuHS will be open to all students residing in Albemarle County eligible for ninth through twelfth grade who: 1) have been unsuccessful in the regular high school or middle school setting, 2) may be at-risk for leaving high school or graduating below potential, or 3) need a small, non-traditional school setting.

Students will be asked to participate in, as detailed in the Application, an admission process designed to determine if MuHS is a viable option as a school of choice.

Students who wish to attend MuHS must be willing and able to make the following Glasser-based "RAMPS" commitments:

- Respect** each other, our environment, and ourselves.
- Attend** regularly.
- Mediate** when necessary.
- Participate** actively.
- Share** personal gifts with the community.

Staggered admissions will be utilized to maintain enrollment and meet student needs.

Admission will not be denied to any students based on discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions or disability.

Following the admission process, a random selection process (lottery) jointly conducted by MuHS and the Albemarle County School Division will be used if the number of students wishing to attend exceeds the predetermined student capacity. A waiting list will be maintained for students who do not receive initial admission.

- E. CURRICULUM: The curriculum established by MuHS shall be consistent with that set forth in the Application and the Renewal Application.

1. MuHS shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Application or the Renewal Application to no longer be in operation. The approved curricula shall not be abandoned or substantially modified, and additional curricula shall not be adopted or implemented, without the prior written approval of the Board.
 2. Curriculum development will be aligned with the standards and framework of the Albemarle County Public Schools and the Standards of Learning established by the Virginia Department of Education. MuHS will follow the Quality School model established by Dr. William Glasser with mastery learning serving as the primary method for evaluating student performance. Mastery levels will be determined by the MuHS Management/School Improvement Team and validated by Division-wide standardized assessments.
 3. The students of MuHS will meet or exceed the goals identified by the Albemarle County Public Schools for high school students as set forth in the Application.
 4. The methods by which student academic achievement will be monitored are summarized in the original Application and the Renewal Application. It is the responsibility of MuHS to prepare the students to be proficient on the Virginia Standards of Learning (SOL) tests as well as other standardized assessments administered by Albemarle County Public Schools. MuHS proficiency percentages, at the assessed grade levels, will meet or exceed Albemarle County proficiency percentages at the corresponding grade levels on all of these assessments.
- F. LENGTH OF THE DAY: The length of the student day will be substantially similar to other Albemarle County Public Schools and must meet minimum state requirements. In the event that MuHS determines that it is necessary to extend the school day and/or school year in order to accomplish the mission of the school, MuHS must (1) secure funding to operate on an extended basis, and (2) request and receive permission from the Superintendent/designee to do so.
- G. SPECIAL POPULATIONS: MuHS will operate and be recognized as a public school within Albemarle County Public Schools for all purposes, including special education. MuHS will be responsible for ensuring that students with disabilities receive the services delineated in either their Individualized Education Program or Section 504 plans. The staff of MuHS will comply with the laws governing the education of children with disabilities and Albemarle County Public Schools Special Education Policies and Procedures in matters which include, but are not limited to child find activities, special education evaluations and eligibility criteria and the development of individualized educational programs for students who qualify for special services. In addition, MuHS will also ensure compliance with the laws and regulations regarding employee licensure

and certification requirements pertaining to students with disabilities (e.g., Elementary and Secondary Education Act, No Child Left Behind Act, Virginia Board of Licensure). The Albemarle County Public Schools will be responsible for calculating the special education staffing needs of MuHS using the formula outlined in the Regulations Governing Special Education Programs for Children with Disabilities in Virginia. The staffing allocation will be calculated and communicated in the same manner and schedule as the other public schools in Albemarle County. MuHS will be responsible, consistent with the policies, procedures and practices in Albemarle County Public Schools, with making recommendations for hiring special education staff, subject to approval by the School Board. MuHS will attempt to utilize school-based resources to provide the accommodations identified in the eligible students' Individualized Education Plans or Section 504 Plans before requesting additional resources from the Albemarle County Department of Special Education. MuHS will be responsible for designating a Special Education Lead Teacher, Section 504 Coordinator and School-Based Intervention Chairperson. MuHS will be responsible for providing the necessary data and documentation required by the Albemarle County Department of Special Education in order for Albemarle County Public Schools to fulfill its responsibilities to complete accurate and timely federal, state and local reports. MuHS will not discriminate against any employee or student applicant based on disability.

- H. FACILITIES: MuHS shall at all times ensure that the facility in which MuHS is located supports the needs of the educational program of the school.
1. The Board and MuHS agree that MuHS will be housed at 1200 Forest Street in space to be determined upon by mutual agreement of the parties. The Board will not charge an additional fee to MuHS for use of the agreed upon space for the purposes authorized in this Agreement.
 2. In the event that the Board determines that 1200 Forest Street is deemed unavailable for use by MuHS in the future, the Board and MuHS agree to negotiate for a suitable facility for MuHS. MuHS reserves the right to request that the Board consider changes to existing practice.
 3. MuHS may not locate MuHS in a non-Albemarle County School Division-owned facility without the prior written consent of the Board. If such consent is granted, the building must adhere to local and state building codes and regulations. Policies and regulations related to health and safety cannot be waived.
- I. TRANSPORTATION OF STUDENTS: Transportation will be provided through the existing services of the Board to MuHS. This service provides a shuttle bus to and from each of the three high schools each day.
- J. STUDENT RECORDS: MuHS will use the Board's established procedures for student record keeping, including electronic student attendance, and will follow all Board regulations regarding attendance requirements, withdrawals, etc. MuHS shall use Albemarle County Public Schools' student records and other student forms to maintain

consistency throughout the School Division.

- K. REGULATIONS/LEGAL: MuHS shall comply with the provisions of state and federal law and regulations governing other Albemarle County Public Schools.
- L. PERSONNEL: MuHS and the Board's designee shall confer on the hiring of all MuHS personnel. All teachers and the administration of the school will meet state and Albemarle County certification requirements.

MuHS staff shall be observed and evaluated consistent with state law and Board policies and procedures. The Principal (or designee) will evaluate the teachers and support staff in accordance with Board policies and procedures.

Given the nature of MuHS's unique student body and mission, our staff must be able to master working with at-risk students who may experience challenging school engagement issues. MuHS will use an in-depth process for matching teachers with the school's mission and its staffing openings. MuHS's standard hiring protocol shall include:

1. Use Albemarle RIF/diversity pool.
2. Advertise openings if there is a need.
3. Meet with potential teachers.
4. Teacher interviews with committee of MuHS teachers, students, and parents.
5. Teacher may be asked to teach a lesson and/or visit MuHS while in session.
6. Recommendation made to Human Resources for hiring.

III. BOARD

- A. DEFINITION: The Board is the chartering authority, which has authorized MuHS to establish and operate MuHS.
- B. DUTIES AND RESPONSIBILITIES: The Board's duties and responsibilities include, but are not limited to, the following:
 1. Evaluating MuHS's performance and compliance with this Agreement.
 2. Determining on an annual basis the allocation for MuHS.
 3. Ensuring annual funding is available to MuHS not later than July 1 of any given fiscal year for the term of this Charter, subject to annual appropriations.
 4. Evaluating and acting upon any proposed amendments to this Agreement.
 5. Evaluating and acting upon a request for renewal of this Agreement prior to the expiration of the five-year term.

IV. MuHS

- A. DUTIES AND RESPONSIBILITIES: The duties and responsibilities of MuHS include, but are not limited to the following:
1. Defining mission, vision, and goals for MuHS.
 2. Submitting charter application and renewals to Board for approval.
 3. Functioning as the operator of MuHS and the legal entity entering into this Agreement with the Board.
 4. Approving charter amendments, waivers, and annual budgets proposed by the MuHS School Improvement Team and submitting them to the Board for approval/negotiation.
 5. Negotiating terms and use of facilities and any independent contracts, subject to approval by the Board.
 6. Approving annual reports and audits for submission to the Board.
- B. OPERATION: MuHS shall operate in accordance with the Application, the Renewal Application, this Agreement, and all applicable laws and regulations.

V. MuHS MANAGEMENT-SCHOOL IMPROVEMENT TEAM

- A. DEFINITION: There shall be constituted a standing committee of MuHS termed the School Improvement/Management Team (the "MT"). The MT shall be the policy-making body of MuHS and shall function as the management committee required by Virginia Code § 22.1-212.6. The duties and obligations of MuHS set out in Section IV above shall be performed by or under the authority and direction of the MT.
- B. DUTIES AND RESPONSIBILITIES: Additional duties and responsibilities of the MT include, but are not limited to, the following:
1. Responsibility for MuHS policy decisions and monitoring the operational decisions of the Administrators and Lead Teacher.
 2. Determining, monitoring and assuring compliance with MuHS and applicable Albemarle County Public School policies, and, to the extent they differ from Albemarle County Public Schools policies, all other MuHS policies.
 3. Proposing staffing levels and position descriptions for MuHS.
 4. Proposing annual budget for MuHS, based on academic needs and goals, and providing financial reports to the Board through the MT Treasurer.

5. Determining curriculum and monitoring its implementation.
 6. Submits Annual Report and audit to the Board.
 7. Proposes amendments to this Agreement for approval and submission to the Board.
 8. Appoints committees to support school operations and receives regular committee reports.
 9. Develops a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students.
 10. Provides input to the Superintendent/designee for evaluation of Principal Educator and the Lead Teacher.
 11. Provides input to Principal Educator/Director and Lead Teacher for evaluation of faculty.
- C. COMPOSITION: The MT will include the Principal, three teachers, two parents, and at least two non-voting student members, all in accordance with state law and Board policy and regulation.

VI. FISCAL MATTERS AND SERVICES

- A. FUNDING: In accordance with state law and Board policy, the Board shall disburse funding to MuHS funding to support its operations. MuHS will seek and receive other funds through local, state or federal government sources and/or from private sources. Any non-Board funds received by MuHS to support its operations will be turned over to the Board for appropriation to MuHS in accordance with standard operating procedures applicable to donations to the School Division. The Board will seek to provide funding to MuHS based upon the following considerations, unless financial or other extenuating circumstances dictate otherwise:
1. As a general policy, MuHS will be staffed using the Division's staffing formula. The current allotment of 10.5 FTE is designed to serve a population of 110 students. Staffing for students receiving special education services will follow procedures as outlined by the Division.
 2. Operational costs (excluding personnel) are based on the current average Division allocation for high school students. The amount projected for MuHS in FY 2012-2013 is \$599.42 per student.
 3. Instructional resource funds (textbooks and other instructional materials approved by the School Board) are based on the current Division allocation for high school students. The FY 2012-2013 allocation for high school students is \$15 per current

student. If there is growth in enrollment from the previous year, the allocation is \$300 per new student.

- B. ENROLLMENT: Funding will be allocated on projected enrollment as defined in the Application. If actual enrollment varies from such projections, fiscal allocation adjustments to reflect actual enrollment will occur as part of the following fiscal year's budget.
- C. ACCOUNTING: MuHS's financial system of accountability for funds received from the Board will comply with established Board fiscal procedures. GAAP standards will be used by MuHS and the Board to track resources and for all audits.

VII. MISCELLANEOUS

- A. WAIVER: No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.
- B. DISPUTES: The Parties agree that any disputes that arise in the interpretation or implementation of this Agreement will be presented to the Division Superintendent/designee and then if resolution has not occurred, to the Board. The Board's decision regarding any disputes that arise under this Agreement shall be final.
- C. MODIFICATION: This Agreement can only be modified by a formal written instrument and not by an act of the Parties.
- D. TITLES: The titles of each section and subsection are for clarity and organizational purposes only and are not to be considered to have legal effect.

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

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

FOR MuHS:

ASHBY KINDLER-PRINCIPAL

PAM MORAN-SUPERINTENDENT

Date: _____

Date: _____

FOR ALBEMARLE COUNTY PUBLIC SCHOOLS:

Chair, Albemarle County School Board

Date: _____