

CHARTER RENEWAL AGREEMENT

Community Lab
School

THIS CHARTER AGREEMENT, made this ___th day of March, 2023, by and between the School Board of Albemarle County, Virginia ("School Board") and Community Lab School ("CLS"), and collectively referred to as the "Parties" in this Charter Renewal Agreement ("Agreement").

ACKNOWLEDGEMENTS

WHEREAS, the primary objective of charter schools within Albemarle County Public Schools ("ACPS" or "School Division") is to serve as "labs" to improve educational opportunities and enhance student achievement for all schools. Toward these goals, the School Board will receive and consider requests for charter schools if such charters are focused on educational excellence and student achievement, can improve the effectiveness and efficiency of educational services, and can enhance and inform the division through the research, development, and implementation of programs that align with division mission, vision, and goals; 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 with articulated Purpose to: (i) encourage the development of innovative programs; (ii) provide opportunities for innovative instruction and student assessment; (iii) provide parents and students more choices; (iv) provide innovative scheduling, structure, and management; (v) encourage performance-based educational programs; (vi) establish high standards for teachers and administrators; and (vii) develop models for replication in other public schools; and

WHEREAS, on July 1, 2007, the School Board approved CLS's Application ("Application") to become a Charter School and approved CLS's Charter Renewal Agreement to renew the Charter on August 12, 2018; and

WHEREAS, on February 20, 2020, the School Board approved the merger of Murray High School and Community Public Charter School to create a single school entity named Community Lab 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 Renewal of the Charter is hereby authorized and granted to CLS on behalf of and solely for the benefit of CLS and, accordingly, is hereby authorized to continue to operate CLS pursuant to Article 1.2 and Title 22.1 of the Code of Virginia and the terms and conditions of this Agreement.
- B. RENEWAL: Prior to the expiration of this Agreement, CLS may request renewal of the Charter by the School Board, and demonstrate, to the satisfaction of the School 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.
- C. REVOCAION: The Board may revoke the CLS Charter prior to the expiration of the term in accordance with Virginia Code § 22.1-212.12 and School Board Policy LC.

- D. PROBATION: In addition to the authority conferred by Section I(D) above, the School Board may place CLS on probationary status to allow the implementation of a remedial plan agreed to by the Parties, pending a decision to revoke CLS's Charter in accordance with I(D) above. In the event that the School Board and CLS are unable to agree on the terms and conditions of a remedial plan, the School Board shall have the right to revoke the Charter or take other appropriate action with respect to CLS as it sees fit, in its sole discretion.
- E. TERMS AND CONDITIONS OF AGREEMENT: The Parties expressly agree that the Agreement set forth the overall goals, standards, and general operational policies of CLS, but that the Renewal Agreement is not a complete statement of each detail of the operation of CLS. To the extent that CLS desires to implement specific policies, procedures, or operations that supplement or otherwise differ from those set forth in the Agreement, CLS shall request permission from the School Board for a waiver to implement them provided they are (1) not otherwise prohibited or circumscribed by law, School Board Policy, or this Agreement; and (ii) not materially different from those set forth in this Agreement. The School Board, in its sole discretion, shall decide whether to grant any waiver(s) requested by CLS.

II. OPERATION OF THE SCHOOL

- A. MISSION AND VISION: In accordance with School Board Policy LC, the primary mission of CLS is to serve as a lab to improve educational opportunities and enhance student achievement; to focus on educational excellence and student achievement; to improve the effectiveness and efficiency of educational services; and to undertake the research, development, and implementation of programs that align with the School Board's mission, vision, and goals. Further, conforming to Policy LC and Virginia Code §22.1-212.5, CLS: (i) encourages the development of innovative programs; (ii) provides opportunities for innovative instruction and student assessment; (iii) provides parents and students more choices; (iv) provides innovative scheduling, structure, and management of the school's educational program; (v) encourages performance-based educational programs; (vi) establishes high standards for teachers and administrators; and (vii) develops models for replication in other public schools.

CLS will provide intensive, experiential learning opportunities to help for students who may be at risk of not reaching their full potential in traditional or comprehensive base school environments achieve academic and personal success. CLS commits to creating a caring community where quality learning takes place in a safe, respectful, non-punitive and non-coercive environment that meets the needs of individual learners.

CLS offers the following areas of emphasis:

- Art and Design-infused curriculum and pathways of study; enhanced by resources and support for authentic design-thinking and entrepreneurial skill development
- Academic excellence through Mastery Learning, a culture of feedback, and authentic assessments
- Social-Emotional Learning (SEL) and restorative practices
- Interdisciplinary, P-Based (project, problem, passion, place), experiential, Self-Directed (SDL) and inquiry learning
- Student choice, voice, and influence through school-wide community meetings and community involvement.

- B. AGE, GRADES & ENROLLMENT: CLS shall provide instruction to pupils in grades 6-12.
- C. ADMISSION: Admission to CLS is open to all students residing in Albemarle County eligible for the grade levels 6-12 who: 1) prefer a non-traditional educational approach; 2) may be at-risk of not reaching full potential in traditional or comprehensive base school environments; and 3)

are interested in International Baccalaureate (IB) Diploma Programme.

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) pursuant to Virginia Code § 22.1-212.6 jointly conducted by CLS and the 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. The admissions process will close on July 15.

- D. CURRICULUM: The curriculum established by CLS shall be consistent with that of the ACPS and the Commonwealth of Virginia.
1. CLS 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 Agreement 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 School Board.
 2. Curriculum development will be aligned with the standards and framework of the ACPS and the Standards of Learning established by the Virginia Department of Education. CLS will follow the curriculum with mastery learning serving as the primary method for evaluating student performance. Mastery levels will be determined by the CLS.
 3. The students of CLS will meet or exceed the goals identified by the ACPS for all students.
 4. It is the responsibility of CLS to prepare the students to be proficient on the Virginia Standards of Learning (SOL) tests as well as other assessments administered or approved by the ACPS.
- E. LENGTH OF THE DAY: The length of the student day will be substantially similar to other ACPS schools and must meet minimum state requirements. In the event that CLS determines that it is necessary to extend the school day and/or school year in order to accomplish the mission of the school, CLS must: (1) secure funding to operate on an extended basis; and (2) request and receive permission from the Superintendent/designee to do so.
- F. SPECIAL POPULATIONS: CLS will operate and be recognized as a public school within the ACPS for all purposes, including special education. CLS will be responsible for ensuring that students with disabilities receive the services delineated in their Individualized Education Program or Section 504 plans. The staff of CLS will comply with the laws governing the education of children with disabilities and ACPS 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, CLS will 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, Virginia Board of Licensure). The ACPS will be responsible for calculating the special education staffing needs of CLS 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 ACPS schools. CLS will be responsible, consistent with School Board and ACPS policies, procedures, and practices, for making recommendations for hiring special education staff, subject to approval by the School Board. CLS 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 ACPS Department of Special Education (“SPED”). CLS will be responsible for designating a Special Education Lead Teacher, Section 504 Coordinator, and School-Based Intervention Chairperson. CLS will be responsible for providing the necessary data and documentation required by SPED in order for ACPS to fulfill its responsibilities to complete accurate and timely federal, state, and local reports. CLS will not discriminate against any employee or student applicant based on disability.

- G. FACILITIES: CLS shall at all times ensure that the facility in which CLS is located supports the needs of the educational program of the school.
1. The School Board and CLS agree that CLS will be housed at 1200 Forest Street in space to be determined upon by mutual agreement of the parties. The School Board will not charge a fee to CLS for use of the agreed upon space for the purposes authorized in this Agreement.
 2. In the event that the School Board determines 1200 Forest Street cannot be occupied by CLS in the future, the School Board and CLS agree to work together to find an alternate facility that will meet the needs of the school’s instructional program.
 3. CLS may not relocate to a facility not owned by the ACPS without the prior written consent of the School Board. If such consent is granted, the new facility must adhere to all applicable local and state building codes and regulations.
- H. TRANSPORTATION OF STUDENTS: Transportation will be provided through the existing services of the School Board. This service provides a shuttle bus to and from each of ACPS’s other three (3) high schools each day to ensure availability of access to any student who would like to attend CLS.
- I. STUDENT RECORDS: CLS will adhere to federal and state law and School Board Policies for student recordkeeping, including electronic student attendance, and attendance requirements.
- J. COMPLIANCE WITH LAWS AND REGULATIONS: CLS shall comply with all applicable federal, state, and local laws and regulations governing all ACPS schools and their operations and educational programming.
- K. PERSONNEL: CLS and the designee of the School Board shall confer on the hiring of all CLS personnel. All CLS teachers and administrators will meet Virginia and ACPS certification requirements.

The CLS Principal/designee shall observe and evaluate the teachers, administrators, and support staff in accordance with School Board Policies.

CLS’s hiring protocol shall include:

1. Use ACPS RIF/diversity pool.
2. Advertise openings if there is a need.
3. Meet with potential teachers.
4. Teacher interviews may be conducted by a committee of CLS teachers, students, and parents.
5. Candidate teachers may be asked to teach a lesson and/or visit CLS during the school day.
6. Recommendation made to the Department of Human Resources for hiring.

III. SCHOOL BOARD

- A. DEFINITION: As the chartering authority, the School Board has authorized CLS to establish and operate

CLS.

- B. DUTIES AND RESPONSIBILITIES: The School Board's duties and responsibilities include, but are not limited to, the following:
1. Evaluating CLS's performance and compliance with this Agreement.
 2. Determining, on an annual basis, the financial allocation for CLS.
 3. Subject to appropriations from the Albemarle County Board of Supervisors, ensuring that annual funding is available to CLS not later than July 1 of the fiscal year.
 4. Evaluating and acting upon any proposed amendments to this Agreement.
 5. Considering and, as appropriate, approving a request for renewal of this Agreement prior to the expiration of any five (5)-year chartering term.

IV. CLS

- A. DUTIES AND RESPONSIBILITIES: The duties and responsibilities of CLS include, but are not limited to, the following:
1. Defining mission, vision, and goals for CLS and assuring their alignment with the ACPS.
 2. Submitting charter renewals to the School Board for approval.
 3. Functioning as the operator of CLS and the legal entity entering into this Agreement with the School Board.
 4. Reviewing charter amendments, waivers, and annual budgets proposed by the CLS and submitting them to the School Board for consideration and approval.
 5. The acquisition and use of facilities and procurement of goods and services shall be handled in coordination with the appropriate School Division staff in accordance with School Board policies and processes.
 6. Approving annual reports and audits for submission to the School Board.
- B. OPERATION: CLS shall operate in accordance with the original Charter Application; Charter Renewal Agreements; federal, state, and local laws and regulations; and School Board Policies.

V. CLS SCHOOL MANAGEMENT TEAM

- A. DEFINITION: CLS will establish a School Management Team ("SMT") that shall function as the management committee required by Virginia Code § 22.1-212.6. The duties and obligations of CLS set forth in Section IV above shall be performed by or under the authority and direction of the SMT.
- B. DUTIES AND RESPONSIBILITIES: Additional duties and responsibilities of the SMT include, but are not limited to, the following:

1. Assuring that the operations and instructional program of CLS conform to VDOE and ACPS requirements and School Board Policies.
2. Proposing staffing levels and position descriptions for CLS.
3. Proposing annual budget for CLS, based on the school's academic needs and goals, and providing financial reports to the School Board
4. Establishing CLS curricula and monitoring its implementation.
5. Submitting Annual Report and audit to the School Board.
6. Proposing amendments to this Agreement for consideration by the School Board
7. Establishing committees, as needed, to support school operations and reviewing committee reports.
8. Developing a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students.
9. Providing information and documents as requested by the Superintendent/designee for evaluation of CLS staff and administration.

C. COMPOSITION: The SMT shall be staffed in accordance with Virginia Code § 22.1-212.6.

VI. FISCAL MATTERS AND SERVICES

A. FUNDING: In accordance with state and local law and School Board Policies, the School Board shall disburse funding to CLS to support its educational program and business operations. CLS may seek and receive other funds from federal, state, or local government and/or from private sources. Any funds that CLS receives in this manner will be remitted to the School Board for appropriation to CLS in accordance with School Board Policies governing donations.

The School Board will provide funding to CLS based upon the following considerations, unless financial or other extenuating circumstances dictate otherwise:

1. CLS will be staffed in accordance with ACPS staffing formulas for general and special education student populations.
2. Operational costs (excluding personnel) are based on the current average ACPS allocation for secondary schools and projected CLS enrollment
3. Instructional resource funds (textbooks and other instructional materials approved by the School Board) are based on the current ACPS processes for determining such funds for secondary schools.

B. ENROLLMENT: Funding will be allocated on projected enrollment. If actual enrollment varies from such projections, fiscal allocation adjustments to reflect actual enrollment shall be made as part of the following fiscal year's budget.

C. ACCOUNTING: CLS's financial system to account for funds allocated by the School Board will

comply with established School Board Policies and ACPS financial procedures and, otherwise, conform to GAAP standards.

VII. MISCELLANEOUS

- A. WAIVER: No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.
- B. DISPUTES: Any disputes that may arise shall be submitted to the Superintendent/designee for resolution. If a resolution cannot be reached with the Superintendent/designee within thirty (30) calendar days of submission in writing, the dispute may be submitted to the School Board for resolution. The School Board's decision regarding any dispute shall be final. The School Board shall render decision within ninety (90) days of the School Board's receipt of the written submission requesting an appeal to the School Board level.
- C. MODIFICATION: This Agreement can only be modified by a formal written instrument entered into by both 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.
- E. APPLICABLE LAW: This Agreement shall be governed by the laws of the Commonwealth of Virginia.

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 CLS:

CHAD RATLIFF, PRINCIPAL

MATTHEW S. HAAS, Ed.D.
SUPERINTENDENT

DATE: _____

DATE: _____

FOR ALBEMARLE COUNTY PUBLIC SCHOOLS:

KATRINA CALLSEN, SCHOOL BOARD CHAIR

DATE: _____

