

## CHARTER AGREEMENT

### *Murray High School*

THIS CHARTER AGREEMENT, made this **23rd** day of **August 2018**, 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 primary objective of charter schools within Albemarle County Public Schools is to serve as "labs" to improve educational opportunities and enhance student achievement for all schools. Toward these goals, the Albemarle County 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 February 7, 2001, the Board approved MuHS's Application (the "Application") to become a Charter School, and approved MuHS's Renewal Agreement to renew the Charter effective July 1, 2007; and

WHEREAS, the Board has approved the Charter Agreement (hereinafter referred to as the "Renewal Agreement") 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 **August 23, 2018**, the term of this Agreement shall be for a five year-term (July 1, 2018 - July 1, 2023).

- 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 Board Policy LC
- 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 AGREEMENT: The Parties hereto expressly agree that the Agreement set forth the overall goals, standards and general operational policies of MuHS, and that the Renewal Agreement is not a complete statement 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 Agreement, 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 AND VISION: Per Board Policy LC, the primary mission of MuHS is to serve as a lab to improve educational opportunities and enhance student achievement for all schools; to be focused on educational excellence and student achievement, to improve the effectiveness and efficiency of educational services, and to enhance and inform the division through the research, development, and implementation of programs that align with division mission, vision, and goals. Further, per Policy LC, and Virginia Code §22.1-212.5, MuHS exists 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.

Toward these ends, MuHS will facilitate intensive, experiential learning opportunities in order to provide academic and personal success for students who may be at-risk of not reaching their full potential in traditional or comprehensive base school environments. All members of the school community must commit 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.

The Murray Approach will include the following areas of emphasis:

- Art and Design-infused curricula and course 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) influenced by Dr. William Glasser's Choice Theory and restorative practices
- Pedagogical approach will include P-Based (project, problem, passion, place), experiential, Self-Directed (SDL) and inquiry-based learning
- Student choice, voice, and influence through school-wide Community Meetings and greater community impact opportunities
- Personalized learning through focus on relationship building and an individualized instructional approach

B. AGE, GRADES & ENROLLMENT: MuHS shall provide instruction to pupils in grades 9-12 and to 8th grade students enrolled in Community Public Charter School.

C. 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) may prefer a non-traditional educational approach 2) may be at-risk of not reaching full potential in traditional or comprehensive base school environments 3) are interested in an Art and Design pathway

Students will be asked to participate in 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.

D. CURRICULUM: The curriculum established by MuHS shall be consistent with that of Albemarle County Public Schools and the Commonwealth of Virginia.

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 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 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 curriculum with mastery learning serving as the primary method for evaluating student performance. Mastery levels will be determined by the MuHS School Management Team (SMT) and validated by Division-approved assessments.
  3. The students of MuHS will meet or exceed the goals identified by the Albemarle County Public Schools for high school students
  4. 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 assessments administered or approved by Albemarle County Public Schools.
- E.. 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.
- F.. 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.

- G. 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.
- H. 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.
- I. 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.

- J. REGULATIONS/LEGAL: MuHS shall comply with the provisions of state and federal law and regulations governing other Albemarle County Public Schools.
- K. 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 mission, 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 may be conducted via 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 Management Team (SMT) 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 SCHOOL MANAGEMENT TEAM

- A. DEFINITION: There shall be constituted a standing committee of MuHS termed the School Management Team (the "SMT"). The SMT 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 SMT.
- B. DUTIES AND RESPONSIBILITIES: Additional duties and responsibilities of the SMT 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 SMT 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 SMT may 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 1 0.5 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.
  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.



- B. ENROLLMENT: Funding will be allocated on projected enrollment as defined in the Agreement. If actual enrollment varies from such projections, fiscal allocation adjustments to reflect actual enrollment may 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:

Chad Ratliff  
 CHAD RATLIFF, PRINCIPAL

\_\_\_\_\_  
 MATTHEW HAAS, SUPERINTENDENT

DATE 8/9/18

DATE \_\_\_\_\_

FOR ALBEMARLE COUNTY PUBLIC SCHOOLS:

\_\_\_\_\_  
 KATE ACUFF, BOARD CHAIR

DATE \_\_\_\_\_