

**NEBO SCHOOL DISTRICT SPONSORED CHARTER SCHOOLS
AGREEMENT CHECKLIST AND GUIDELINES**

The following items should be seriously reviewed and considered for inclusion in any charter school agreement:

1. **Mission Statement and Purpose.** The agreement should specify how the charter school meets the requirements of The Utah Charter Schools Act, Utah Code, Section 53A-1a-501, et seq., and particularly, in what areas it will develop innovative programs or approaches to education.
2. **Educational Goals, Objectives, and Student Performance Standards.** The goals and objectives to be achieved should be clearly stated. This should include accountability standards that the District will use to determine whether the goals are being met. If the charter school is doing nothing more than any other public school in the District, the reason justifying its charter is nullified.
3. **Term.** The term of the charter school should be set forth in the agreement.
4. **Governance Structure.** The governance structure of the charter school should be clearly spelled out, detailing the involvement of parents, professional educators, and community members, and who has authority to act on behalf of the charter school and interact with the District.
5. **General Powers.** The agreement should include a statement of the general powers of the charter school, as well as any limitations thereon. Both the charter school operators and the District should clearly understand what powers the charter school governing body may exercise.
6. **Faith and Credit.** The agreement should specify that the charter school may not extend the faith and credit of the District to any third person or entity and that the charter school may not contractually bind the District with any third party.
7. **Enrollment Policy.** The enrollment policy of the charter school needs to be spelled out in detail including criteria for enrollment decisions.
8. **Budget.** Budgetary considerations are clearly a significant item and a proposed budget should be included as a part of the agreement.
9. **Funding.** Funding that is based on the per-student operating revenues of the District should also contain a provision in the agreement permitting adjustment of

funding based on audits by the Utah State Office of Education to reflect any state funding adjustments.

10. **Number of Students.** Maximum and minimum limitations on the numbers of students to be enrolled in the charter school should be specified. The District's funding of the charter school ordinarily will be tied to its student population, therefore a maximum limitation on the number of students to be funded is necessary in order to limit the District's financial obligation. A minimum figure should be specified to ensure the viability of the educational program and, where the District is providing a facility for the charter school, to ensure that the facility is properly utilized. Because the number of students enrolled in a charter school may fluctuate during a school year, the parties may wish to consider specifying that the District may terminate the agreement if enrollment falls below the specified number for a specified time period.
11. **Disbursements.** The amount and timing of disbursements to the charter school from the District should be specified in the agreement. The parties may wish to specify that an advance will be made for books, supplies, and instructional materials, and that remaining funds will be disbursed monthly.
12. **Review.** The agreement should provide for periodic review of the number of students actually enrolled in the charter school and for appropriate adjustments in funding to reflect actual enrollment.
13. **Audit.** A provision for an annual audit of the financial administrative operations of the charter school and how it will be conducted should be included.
14. **Transportation.** The agreement should describe how the transportation needs of students will be met.
15. **School District Services.** The agreement should specify those services to be provided to the charter school by the District and the costs to be charged for those services, if any.
16. **Facilities.** If the District is to provide a facility for the charter school, the agreement should identify the facility, describe and limit the permissible uses of the facility, describe and limit permissible alterations to the facility, provide for District inspections of the facility, allocate operational costs to be borne by the parties, and provide for alternative arrangements or termination of the charter school in the event the facility is damaged or destroyed. If the District is not to provide a facility for the charter school, the agreement should identify by address the location of the facility, provide a site plan and floor plan (including dimensions) of the facility, describe the fixtures, equipment, and other accommodations and features of the facility, describe and limit the permissible uses and alterations of the facility, provide for District inspections of the facility, and provide for alternative arrangements or termination of the charter school in the event the facility is damaged or destroyed.

17. **Calendar.** The agreement should address the charter school's calendar, particularly if the District is to provide transportation or other services that are normally offered according to the District's own calendar.
18. **Student Disciplinary Plan.** How will the charter school ensure due process rights of students? Is a student expelled from a charter school entitled to be placed in one of the regular public school classrooms?
19. **Health and Social Services.** The agreement should describe the charter school's plan for the delivery of health and social services, including response to health emergencies, interpretation of health care information received from outside sources, reporting child abuse and neglect, and identification and referral to outside agencies of students in need of psychological and social work services.
20. **LEP Services.** The agreement should set forth the charter school's plan for providing services to Limited English Proficient (LEP) students, if any.
21. **Special Education.** The agreement should set forth the charter school's plan for identifying and providing appropriate services for disabled students in a manner consistent with its obligations under state and federal law. It is particularly important that the parties provide for the delivery of adequate special education services.
22. **Employment Issues.** The agreement should specifically describe what employment relationship employees of the charter school will have with the District. Do all the provisions in the negotiated agreements apply?
23. **Reporting.** The frequency and type of reporting to be provided to the District by the charter school should be specified in the agreement. The District may wish to receive financial reports, student enrollment figures, and student achievement information as often as each month.
24. **Data Collection.** Because the District may require data collection in connection with lawsuits, governmental agency audits, or other proceedings, the agreement should specify that the charter school shall be obligated to collect and provide such data regarding staffing, student enrollment, student records, or school operations, if required by the District.
25. **Waiver.** Waiver from state laws, regulations, and District policies and rules should be clearly specified, or the process for requesting such waivers.
26. **Insurance and Liability.** The agreement should specify whether the charter school will be covered by any of the insurance programs of the District, and the question of applicability of any governmental immunity statutes needs to be clearly dealt with.
27. **Termination or Non-Renewal.** The agreement should contain provisions setting forth the circumstances under which the agreement may be terminated and the charter revoked by the respective parties, and establish a termination procedure.

Failure to meet specified standards is generally grounds for revocation of the charter. There should be clear provisions for such evaluation and the criteria to be applied. The agreement should specifically provide for notice and an opportunity to be heard before termination by the Board.

28. **Dissolution**. The agreement should contain provisions on dissolution in the event that the charter school ceases operation for any reason, including non-renewal or termination. These provisions should state who shall be responsible for winding up the business and affairs of the charter school and should require the charter school personnel to cooperate fully in the winding up of the affairs of the school.
29. **Dispute Resolution**. The agreement should provide for an orderly procedure for the resolution of disputes that may arise between the charter school and the District.

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