

NEBO SCHOOL DISTRICT SPONSORED CHARTER SCHOOLS

Purpose

To provide standards and procedures for the establishment and operation of Nebo School District sponsored Charter Schools as required by the The Utah Charter Schools Act, Utah Code, Section 53A-1a-501, et seq.

Policy

Individuals and entities identified in Utah Code, Section 53A-1a-505 may enter into an agreement with the Board to establish and operate a charter school within the geographical boundaries of Nebo School District, subject to the same requirements established in Utah Code, Sections 53A-1a-504 through 53A-1a-514.

Charter School Application

1. Qualifications:

- A. An application to establish a charter school may be made by an individual or groups of individuals, including teachers and parents or guardians of students who will attend the school, or a not-for-profit legal entity organized under the laws of the State of Utah.
- B. The principal, teachers, or parents of students at an existing public school may submit an application to convert the school or a portion of the school to charter status.
 - (a) At least two-thirds (2/3's) of the licensed educators employed at the school and at least two-thirds (2/3's) of the parents or guardians of students enrolled at the school must have signed a petition approving the application prior to its submission to the Board if the entire school is applying for charter status.
 - (b) The percentage is reduced to a simple majority if the conversion is for only a portion of the school.
- C. A parochial school or home school is not eligible for charter school status.

2. Process: An individual or entity seeking sponsorship of a charter school shall submit a written application to the Board.

- A. Applications to establish charter schools must utilize official forms and format designated by the Utah State Board of Education and meet the content and requirements set forth in Utah Code, Sections 53A-1a-507 and 53A-1a-508.

- B. Applications must be received by the Board no later than the date designated in Utah Administrative Code, R277-470-3 “Charter School Approval Timeline” in order to be considered for approval for operation in the following school year.
- C. The Board shall review and provide written notice of its acceptance or rejection of the application within forty-five (45) days after the application is received by the Board.
- D. If the Board rejects the application, it shall notify the applicant in writing of the reason for the rejection.
- E. The applicant may submit a revised application for reconsideration by the Board.
- F. If the Board rejects the application, then the revised applicant may seek a charter from the Utah State Board of Education under Utah Code, Section 53A-1a-505.
- G. If sponsorship is granted, the sponsorship shall last for three (3) years unless otherwise terminated as set forth herein and may be modified during the three (3) year term by mutual agreement of the Board and the governing body of the school. At the end of the three (3) year term, application for renewal must be submitted in the same manner as outlined above in order to continue the sponsorship.
- H. The Board's action as set forth above is final action subject to judicial review.
- I. The Board is limited in the number of charter schools it may sponsor under this policy as follows:
 - (a) There is no limitation on the number of existing public schools within the District that may convert to charter status under this policy; and
 - (b) The number of charter schools not converted from existing public schools is limited to an enrollment equal to four percent (4%) of the District's student population as reported in the most recent annual statistical report required under Utah Code, Section 53A-3-403.
- J. An application which proposes to convert all or part of an existing public school to a charter school shall only be accepted if it is determined by the Board that:
 - (a) Students opting not to attend the proposed converted school would have access to a comparable public education alternative; and

- (b) Current teachers who choose not to teach at the converted charter school or who are not retained by the school at the time of its conversion would receive a first preference for transfer to open teaching positions for which they qualify within the District. If no positions are open, contract provisions or Board policy regarding reduction in staff would apply.

Termination or Nonrenewal of a Charter School

1. The Board may terminate a charter school it sponsors during the term of the charter for any of the following reasons:
 - A. Failure of the school to meet the requirements for student performance stated in the charter, which performance should be at least equal to that of similar public schools within the District, unless the uniqueness of the school prevents making such comparisons;
 - B. Failure to meet generally accepted standards of fiscal management;
 - C. Failure to submit an annual progress report to the District stating:
 - (a) The school's progress toward achieving its goals set forth in its charter; and
 - (b) Financial records of the school, including revenues, expenditures, and employee salary and benefit levels.
 - D. Failure of the school to be non-sectarian in its programs, admission policies, employment practices, and operations;
 - E. The charging of tuition and fees not normally charged by public schools;
 - F. Failure of the school to submit all annual reports required of public schools, including but not limited to, annual audited financial reports;
 - G. Failure of the school to comply with applicable health, safety, and civil rights requirements;
 - H. The advocacy of unlawful conduct;
 - I. Violation of law; or
 - J. Other good cause shown.
2. The Board shall notify the governing body of the school of the proposed action in writing, state the grounds for the action, and stipulate that the governing body may request an informal hearing before the Board.

- A. The Board shall conduct the hearing within thirty (30) days after receiving a written request therefor.
- B. The Board may terminate a charter immediately if good cause has been shown or if the health, safety, or welfare of the students at the school is threatened. If a charter is terminated for cause, the Board may assume operation of the school.
- C. If a charter is terminated, a student who attended the school may apply to and shall be enrolled in another public school under the enrollment provisions of Utah Code, Section 53A-2-201, et seq., subject to space availability. Normal application deadlines shall be disregarded.

Eligible Students

All resident students of the State of Utah qualify for admission to a charter school, subject to the limitations set forth herein.

- 1. A charter school shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or the school.
- 1. If the number of applications exceeds the capacity of a program, class, grade level, or the school, then students shall be selected on a random basis except that the school may give preference to:
 - A. A student of a parent who has actively participated in the development of the school;
 - B. Siblings of students presently enrolled in the school; or
 - C. Students who reside within the District in which the school is located.
- 2. When a public school converts to charter status, the school shall give enrollment preference to students who would have otherwise attended it as a regular public school.
- 3. A charter school may not discriminate in its admission policies or practices on the same basis as other public schools may not discriminate in their admission policies and practices.

Employees of Charter Schools

- 1. A charter school shall select its own employees.
- 2. The school's governing body shall determine the level of compensation and all terms and conditions of employment, except as otherwise provided in this policy.

3. An employee of the District may be granted a leave of absence in order to work in a charter school as set forth in the Agreement between the Board of Education of Nebo School District and the Nebo Education Association and/or the Agreement between the Board of Education of Nebo School District and the Nebo Classified Employee Association.
4. An employee of the District who chooses to work as an employee of a charter school in which the Board of Education of Nebo School District serves as the governing body, shall retain seniority accrued in the District and shall continue to be covered by the benefit program of the District.
5. An employee of the District who chooses to work as an employee of a charter school in which an entity or individuals other than the Board of Education of Nebo School District serve as the governing body, shall not retain seniority accrued in the District and shall not continue to be covered by the benefit program of the District, except as allowed under the leave provisions discussed above.

Funding and District Services for Charter Schools

Funding and District services for approved charter schools shall be provided as outlined in Utah Code, Sections 53A-1a-513 and 53A-1a-515 and Utah Administrative Code, Section R277-470.

Tort Liability

1. An employee of a charter school is a public employee and the governing body is a public employer in the same manner as a local school board for purposes of tort liability.
2. The governing body of a charter school and the school are solely liable for any damages resulting from a legal challenge involving the operation of the school.

REFERENCES

Utah Code, Section 53A-1a-501, et seq. - The Utah Charter Schools Act

Utah Administrative Code, Section R277-470 - Distribution of Funds for Charter Schools

**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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