## Tool 10: Charter Agreement Sample Language

\* The language below offers examples of equity-related provisions that authorizers can include in charter agreements. Much of the language below has been adapted from various charter agreements in Pennsylvania and from the NACSA Charter School Model Contract (see External Resources section). Any language included in the charter agreement should be reviewed and approved by legal counsel for both the authorizer and the charter school.

**Incorporation by Reference** – To ensure accountability for equitably serving students, the charter agreement should incorporate the provisions included in an operator’s charter application materials, the authorizer’s performance framework, and other related documents. By incorporating the authorizer’s performance framework, other tools in this Toolkit, or other charter policies adopted by the school district authorizer, charters agree to be held accountable for performance, including for policies and practices related to student discipline, special education, English Learners, and enrollment policies.

**Sample language**:

*The original charter application and any renewal application or amendments, and the representations, certifications, and assurances set forth therein, are hereby incorporated in this Charter.*

*The Charter School Board of Trustees agree that the Charter School shall participate in the School District’s Performance Framework, which is hereby incorporated in this Charter. The Performance Framework includes, but is not limited to, an annual assessment of the Charter School’s performance in the Access, Supporting All Students, Academic, Financial, and Organizational domains as well as compliance with Applicable Laws. Access performance includes, but is not limited to, a review of the Charter School’s student discipline practices and admissions, enrollment, and retention policies and practices. Supporting all students’ performance includes, but is not limited to a review of the Charter School’s special education programming, EL programming, and programming to support other historically underserved populations, as outlined in the Performance Framework. Academic performance includes, but is not limited to, a review of the Charter School's practices related to curriculum, assessment, and instruction. Organizational performance includes, but is not limited to, a review of the Charter School's organizational structure and Board of Trustees governance in order to assess compliance with the Charter and Applicable Laws, federal, state and local guidance, policies, and School District procedures. Financial performance includes, but is not limited to, a review of the Charter School's financial health and long-term sustainability and generally accepted standards of fiscal management.*

*A list of School District policies applicable to charter schools is found at Exhibit X and is made a part hereof. The Charter School agrees to comply with any applicable amended, revised, or changed policies duly adopted by the School District’s School Board.*

**Data Sharing and Access to Charter Schools** – An authorizer’s ability to access to data and to visit their charter schools is a crucial aspect of charter school oversight and accountability. The charter agreement should ensure that, consistent with student privacy laws, charter schools provide authorizers with access to data and meaningful access to the school’s facilities. Some authorizers also enter into data sharing MOUs with their charters, particularly if data sharing involves a third party, such as the Pennsylvania Department of Education.

**Sample language:**

*The Charter School agrees to timely provide or allow to be provided to the School District all records, including student level records, necessary to properly asses the academic success, enrollment accessibility, organizational compliance and viability, and financial health and sustainability of the Charter School under the Charter School Performance Framework, this charter, and state and federal law.*

*The Charter School shall provide ongoing access to its records and facilities to ensure compliance with this Charter and Applicable Laws including requirements related to student assessment and testing, civil rights, and health and safety. The School District reserves the right to audit the Charter School’s books, records, facilities and operations at any time.*

**English Learners and Students with Disabilities:** Including provisions that highlight charter schools’ responsibilities to comply with federal, state, and local provisions that protect the rights of English Learners and Students with Disabilities allows an authorizer to hold schools accountable for such compliance.

**Sample language, English Learners:**

*In accordance with the Performance Framework, the Charter School shall at all times comply with all state and federal law applicable to the education of English Learners, including but not limited to the Every Student Succeeds Act (ESSA), Title VI of the Civil Rights Act of 1964, and the Equal Educational Opportunities Act of 1974 (EEOA). The Charter School shall provide resources and support to English Learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall employ and train teachers and other staff to provide appropriate services to English Learners.*

**Sample language, Students with Disabilities:**

*The Charter School shall provide services and accommodations to students with disabilities in accordance with the Performance Framework and any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act of 1973 (Section 504), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program (IEP) recommended by a student’s IEP team. The Charter School shall comply with all applicable requirements of Pennsylvania Law concerning the provision of services to students with disabilities.*

**Admissions, Backfilling, and Enrollment Caps –** Ensuring charter admissions policies and practices are fully transparent and free of barriers can help achieve equitable access to charter schools. As such, the charter agreement should include provisions providing detail regarding admissions, enrollment, and retention policies and practices. For example, when charter schools backfill, or ensure that new students are enrolled whenever current students withdraw, it can provide better access to students who are highly mobile. In addition, when authorizers and charters agree on enrollment caps, it provides system-wide predictability. Meanwhile, agreements on conditional enrollment expansion can increase accountability and equity. In addition, some jurisdictions provide for system-wide universal enrollment for all charter and district schools, and some permit charters to use weighted lotteries or other preferences for at-risk students. If authorizers and charter schools use such strategies, they should be outlined in the charter agreement.

**Sample language:**

1. *The School District and the Charter School acknowledge and agree that the Charter School will only enroll students in* ***grades [#]*** *through* ***[#]*** *and that the total enrollment will not exceed* ***[###]*** *students during the Term of the Charter, unless the parties agree in writing to other terms.*
2. *The Charter School shall enroll students in accordance with Applicable Laws and shall not exclude, recruit, or discourage enrollment of students based on, or the perception of, race, color, familial status, religious creed, ancestry, gender, national origin, disability, or sexual orientation.*
3. *The Charter School shall implement an admissions policy that conforms to its Application, this Charter, the Charter School Performance Framework, and Applicable Laws. The Charter School is responsible to ensure that the application and enrollment forms request only information which is permissible to request under Applicable Laws and that the required forms for enrollment are consistent with Applicable Laws.*
4. *The Charter School acknowledges and agrees that it will not charge any parent or family, any student or any other person or entity with any fees or costs associated with or in connection to student admissions or enrollment to the School District. The Charter School further acknowledges and agrees that it cannot create any barriers to enrollment, daily attendance or full and equitable participation in the stated educational program, including but not limited to barriers due to fees, for example, for uniforms, student activity fees, or academic course field trips.*
5. *When a student is unable to enroll because the school is at its maximum enrollment, the Charter School must provide the student with documentation of his/her attempted registration, date of placement on the waiting list, and number on the waiting list.*
6. *Students who enroll in the Charter School shall have the right to remain enrolled in the Charter School, absent expulsion for school-based misconduct, graduation, promotion beyond grades offered by the charter school, or aging out of public education. Students shall not be required to reapply to the charter school each year. When a student is temporarily removed from the Charter School due to a court-ordered placement, such as foster care or a delinquency adjudication, the Charter School shall permit that student to return to the Charter School upon return from placement.*
7. *The Charter School shall provide the School District notice of the date, time, and location of any and all admissions lotteries at least thirty (30) days prior to the scheduled date of each admissions lottery. If the Charter School maintains a website, the date, time, and location of the lottery shall be posted on the website in a manner that is accessible to the general public no fewer than thirty (30) days prior to the date of the lottery and until the lottery is concluded. The lottery must be held in a location that is generally accessible to the public and, if not at the primary location of the Charter School, at a location that is accessible without barriers including that of distance or transportation to a majority of the applicants. The School District reserves the right to observe the admissions lottery process.*
8. *Additionally, the Admissions Policy and Process:*

*a. shall include provisions on: (i) application deadlines; (ii) policies on enrollment preferences shall delineate the order and allocation of preferences, and methods by which preferences would be identified; (iii) student recruitment procedures and communications, including details on methods to be used to recruit students districtwide or in an applicable attendance zone and to monitor any specified enrollment targets; (iv) lottery dates; and (v) communication of lottery results, in a form and with provisions that are acceptable to the Charter Schools Office;*

*b. shall provide that the application will be made clearly and plainly available on the Charter School’s website in English, Spanish, and any additional language the Charter School deems appropriate and without any barriers to enrollment requiring technology;*

*c. shall provide that families have at least four (4) weeks to complete and return enrollment packets post-lottery acceptance; with exceptions made for extenuating circumstances for families with language barriers;*

*d. shall provide that an ordered, up-to-date waitlist be continuously maintained, reflecting at any given time the next eligible student to be offered admission in each grade served by the Charter School, identifying any applicable preference(s) for each student, and indicating the date any student is removed from the waitlist with the reason for removal;*

*e. shall provide that if seats open during the school year for any grade served by the school or between school years for grades served other than the initial grade, the Charter School shall back-fill the enrollment seat, i.e., accept new students from the waiting list in appropriate order for particular grades or new applicants if there are no applicants for that grade on the waiting list; and*

*f. shall provide that the Charter School shall provide a copy of its current waiting list at any time during the Term of the Charter within ten (10) business days after request by the Charter Schools Office.*

*g. Student Transfers and Exits. Any student exit out of the School shall be documented by an exit form signed by the student’s parent or guardian, which affirmatively states that the student’s transfer or exit is voluntary. The School shall collect and report to the Authorizer, in a format required or approved by the Authorizer, exit data on all students transferring from or otherwise exiting the school for any reason (other than graduation), voluntary or involuntary. Such exit data shall identify each departing student by name and shall document the date of and reason(s) for the departure. In the event that the School is unable to document the reasons for a voluntary withdrawal, the School shall notify the Authorizer and provide evidence that it made reasonable efforts to obtain documentation.*

**Additional Provisions**: Most charter agreements also include provisions related to Governance, Open Meetings, Public Records, Transportation, Child Accounting and Attendance Procedures, Health Services, Food Services, Management Contracts, School Facilities, Personnel, Student Assessment, and Curriculum. See External Resources for sample language related to these topics.