

CHARTER SCHOOL CONTRACT FORM

(Refer to Policy 6316.00)

Contract Between The

_____ CHARTER SCHOOL
and
MOSCOW SCHOOL DISTRICT NO. 281

WHEREAS: the Board of Trustees of the Moscow School District No. 281 received a valid charter petition, duly signed and submitted pursuant to Idaho Code Section 33-5205, and

WHEREAS: the Board of Trustees of the Moscow School District No. 281, after holding a public hearing on _____, and considering the level of parent and staff support, and after evaluating all charter school petitions, has determined that the applicant assembled and presented a valid charter petition; and

WHEREAS: the Board of Trustees of the Moscow School District No. 281 approved the charter school petition by a majority vote on _____; and

WHEREAS: The State Board of Education has approved the _____ Charter School Charter; and

WHEREAS: the Board of Directors of the _____ Charter School has approved this agreement with the Board of Trustees of Moscow School District No. 281;

AND, WHEREAS: on _____, the Moscow School District No. 281 administration completed an evaluation of the _____ Charter School that concluded the _____ Charter School has met the terms of agreement with the Moscow School District;

NOW, THEREFORE, the parties enter into this contract between the Moscow School District No. 281 Board of Trustees and the Board of Directors of the _____ Charter School.

RESOLVED THAT the Board of Trustees of the Moscow School District No. 281 hereby approves and grants this charter contract by a vote of _____ yes, and _____ no, _____ abstention on this _____, 20____, to be effective from _____ to _____.

Witnessed:

Signature
_____, Chair
Board of Trustees,
Moscow School District No. 281
(3-27-01)

Signature
_____, Chair
Board of Directors,
_____ Charter School

SECTION VI – INSTRUCTION
(6000-76)

A. Governance

The _____ Charter School will be a legally and operationally independent entity, governed pursuant to the bylaws contained in the petition, as amended, and will carry out the components of the petition as approved, according to applicable state and federal laws.

The period of approved operation of the _____ Charter School is from _____, to _____.

The _____ Charter School will compile and provide to the District an annual audit as described in charter components. This audit will, at a minimum, include the following data:

1. Summary data showing progress toward all the goals and objectives specified in the charter.
2. Analysis of whether student performance is meeting the objectives specified in the charter by the methods of assessment specified.
3. A copy of the school's Board of Directors' self-assessment of the extent of parental involvement and school climate.
4. The manner by which special education services were provided to students with disabilities.
5. An overview of the school's admissions practices during the year and data regarding the number of student enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
6. Data regarding the number of staff working at the school and their qualifications.
7. Data regarding program and/or building accessibility requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.
8. A summary of major decisions and policies established during the year, and upcoming year goals.
9. A copy of the financial audit by an independent auditor.

B. Financial and Service Arrangements between the _____ Charter School and the District

The _____ Charter School and District will negotiate on an annual basis to establish any specific financial and service relationships between the two parties and may develop memoranda of understandings that may be incorporated into this contract, as conditions warrant, if such financial and services relationships require modification from those given herein.

C. Transportation

The _____ Charter School contracts with the Moscow School District to provide transportation to eligible students, as defined by Idaho Code and as agreed upon between the Moscow School District and the _____ Charter School. _____ Charter School will provide the required reports and documentation to the School District and/or State Department of Education, as applicable. An annual fee of 15% of the actual per student cost of transportation, based on prior year's actual cost per student per year, will be the cost of transporting students. The _____ Charter School will pay the District this amount for each student. The State Department of Education will reimburse the remaining fee to the District. The annual fee for transporting students will be subject to change each year.

D. At the time the parties entered into this agreement, there is documentation of the following:

1. _____ Charter School's insurance coverage.
2. A lease or rental agreement for the facility to be used, and certification that the facility satisfies requirements for safety and has complied with accessibility requirements of Idaho and federal statutes, or that such accessibility requirements are in process of being completed.
3. Completed articles of incorporation, bylaws, and any contracts entered into by the _____ Charter School Board of Directors with entities other than the School District.

E. Assessment Procedures

Monitoring and review of activities of _____ Charter School by Moscow School District No. 281 shall be conducted pursuant to the provisions in Idaho Code 33-5201 et seq., Moscow School District Policy 6322.00, and any mutual agreements made in writing between the parties in furtherance of the provisions of state law. Each party to this agreement shall cooperate in good faith in the development of procedures, policies, and practices for the monitoring and review of charter school performance and activities and in the actual monitoring and review by the Moscow School District.

F. Dual Enrollment

Dual enrollment for an individual student must be requested by the parents and can only occur if both schools have adequate classroom space for the student wishing to dual enroll. Both schools must agree to, on a case by case basis, dual enroll a student.

If a student should dual enroll in both _____ Charter School and Moscow School District No. 281, the participating schools each claim 50% of the state funding for that student.

SECTION VI – INSTRUCTION
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If a student is predominately enrolled in one school (primary education provider), but wishes to attend one or two classes in another school, the primary education provider will receive the full state funding for the student and pay the other school a tuition based on a percentage of the prior year's actual daily rate per student funded by the state.

In all areas of dual enrollment or partial enrollment, transportation between schools will be the responsibility of the parent or guardian of the student who is enrolled in both schools.

G. Special Education

The _____ Charter School agrees to assume full responsibility for providing special education services for students enrolled at the _____ Charter school. Special Education professionals within Moscow School District No. 281 may be contracted to provide special services on a case by case basis if the Moscow School District professionals' work load is such that the extra time required is available to them and both schools agree to the arrangements.

H. Food Services

Food services will be contracted with the Moscow School District. _____ Charter School will assume full responsibility for filing an application for a free and reduced lunch program with the state. The Moscow School District will bill the _____ Charter School for food services on a monthly basis as specified in a separate contract.

- I.** The terms of this contract between the _____ Charter School and the School District will adhere to the Charter Schools policy adopted by the Board of Trustees of Moscow School District No. 281.
- J.** Modification to this contract of the approved petition and amendments may be made by written mutual agreement, as approved by the Board of Trustees of the District and the Board of Directors of the _____ Charter School.
- K.** Both parties agree that Idaho law controls. Any legislation subsequent to the formation of this agreement which could affect a specific term or condition of this agreement shall control such term or condition of this agreement.

(3-27-01)