



# West Virginia

## Charter School Contracts

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# Agenda

- 1 West Virginia Charter Law
- 2 Timeline & Definitions
- 3 Responsibilities
- 4 Contract Provisions
- 5 Check for Understanding

## WV Charter Law

*“Charter contract” or “contract” means a fixed-term, renewable contract between a public charter school’s governing board and an authorizer that identifies the roles, powers, responsibilities, operational duties, accountability, and performance expectations for each party to the contract, consistent with the requirements of this article.*

WV Code 18-5G-2(1)



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## Timeline & Definitions



# Timeline: This year only

- The governing board and the authorizer shall negotiate and enter into a charter contract **within 90 days of charter school application approval.**
- Deadline for execution of charter contract: **March 1, 2021**
  - *OR March 15, 2021 if more than three applications are approved statewide.*
- So long as both parties are negotiating in good faith, contract negotiations may continue beyond the deadline.
- If the charter contract is executed **after** the deadline of March 1, 2021, the approved charter school **cannot open until SY 2022-2023.**
- A charter contract must be executed by the authorizer and the charter school's governing board ***prior to the start date for students*** for any charter school in this state.



# Timeline: Subsequent years

- Deadline for execution of contracts is **November 15** in the year prior to opening.
- So long as both parties are negotiating in good faith, contract negotiations may continue beyond the deadline.
- If contract is not executed by December 15, school cannot open the next school year
  - A contract approved on or before December 15 in SY1 will open in SY2.
  - A contract approved after December 15 of SY1 will open in SY3

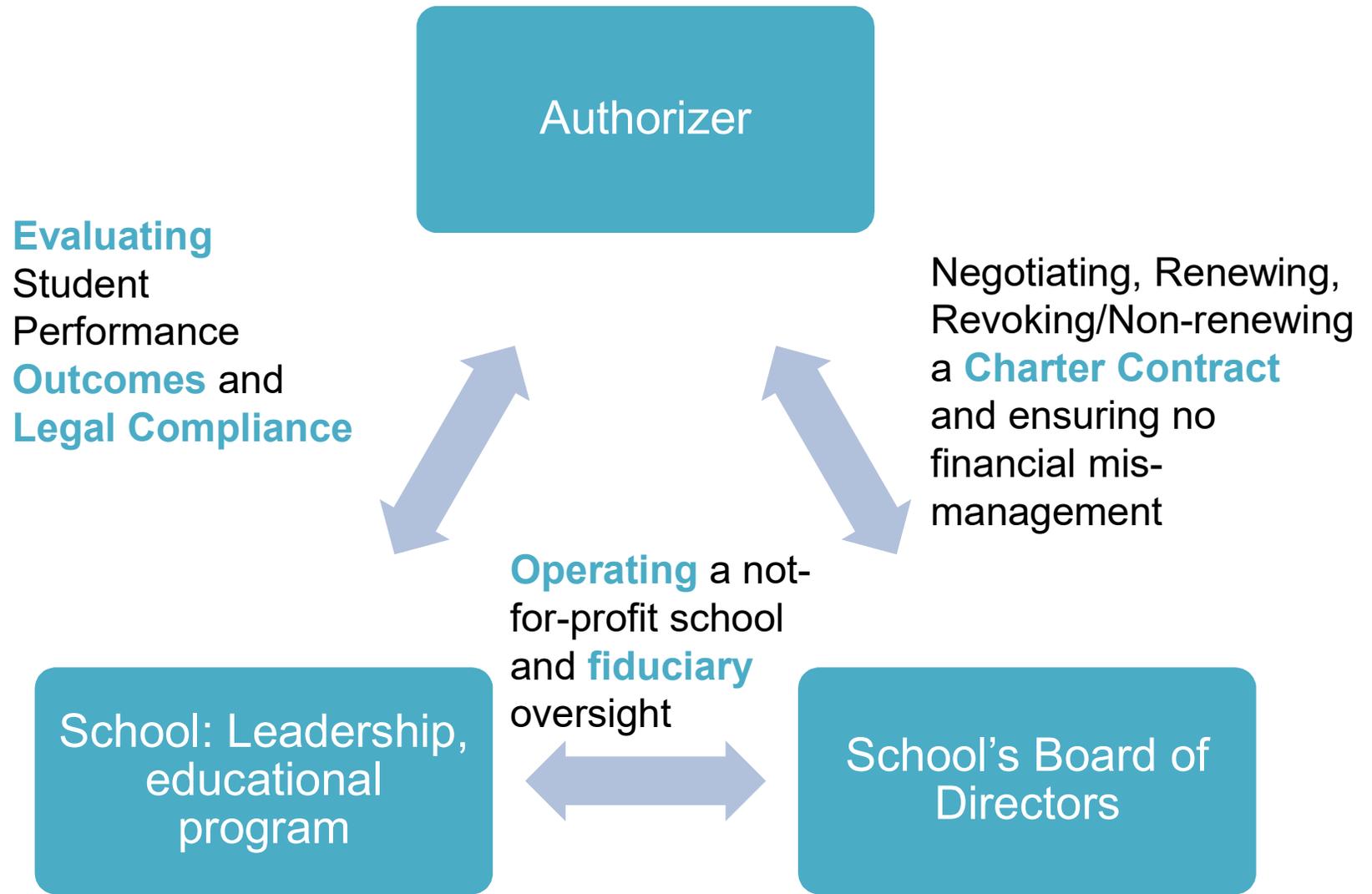


# Charter Contract Basics

- A charter contract should provide clear boundaries around the authority and influence that an authorizer has over the day-to-day operations of a charter school. By doing so, it affords the charter school the **flexibility** necessary to offer students new and diverse educational options.
- It should also specify areas over which the charter school does not have flexibility (e.g., providing legally required services to students with disabilities).



# School-Authorizer-Board Relationship



# Expectations and Consequences

- A contract should define the conditions for long-term success and charter renewal.
- It clarifies expectations for
  - **Student academic and non-academic outcomes**
  - **Legal compliance**
  - **Operational standards**
  - **Financial stewardship**
- The contract should be explicit about consequences (immediate and long-term) for failure to meet stated expectations.



# The application is not a contract

## PUBLIC CHARTER SCHOOL APPLICATION

### MISSION, VISION, PURPOSE, AND DEMAND

#### Mission and Vision Statements

Write a clear, concise mission statement in one sentence that demonstrates the who (target student population), the what (educational program), the how (instructional design), and the why (demand).

Write a vision statement for the charter school, inclusive of any specialized focus to be advanced through the establishment of the charter school. The vision should build off of the mission statement, providing detail of each element of the program, the grades the school will offer (or the ages that it will serve), adding explanation of how the school will ensure all students, especially those historically underserved, will benefit from the school.

#### Overview of the School's Educational Program

Provide a brief summary of the proposed educational program, including the grades the school will offer and how the educational program will provide a needed option for families.

#### Rationale

Write a rationale for establishing the charter school that explains how the academic and/or social-emotional needs of the target population are not being met by available public school options. In your response, include all types of learners, including, but not limited to, students with disabilities, English as a Second Language learners, and those at-risk for dropping out of school. Pay special attention to the school's proposed location or county's historically underserved populations.

#### Demand

##### New Schools

Provide evidence of sufficient demand among parents and students in the local school district, primary recruitment area, and/or target underserved student population, including student and parent surveys.

##### Conversion School

Conduct a survey of the interest of students, staff, and families in converting the school from a non-charter public school to a charter school and show that there is sufficient demand from families and interest from staff to convert the school.



# What is the difference between the APPLICATION and the CONTRACT?

- An application is a proposal written by one party.
- A contract is an agreement between two parties, spelling out both parties' responsibilities.
- **QUESTION:** Who are the two parties that negotiate and sign a charter contract?



# Why not just include the Application in the Contract? Wouldn't that be easier?

This is called “incorporation by reference” – but it’s problematic. **Why?**

- When incorporated, increases the chances of authorizer overreach.
- Schools should have the flexibility to make slight changes to methods of instruction, schedule, staffing structure, etc., based on family feedback and changing situations.
- The application includes detailed information about the school’s day-to-day operation -- and the Charter School’s **board of directors** oversees the day-to-day operations, **not the Authorizer.**
- **QUESTION:** What does the Authorizer oversee and therefore what are the four sections of a Contract?



# What are the terms of a Charter Contract?

- WV contracts are “no longer than **five** years” (the span of the charter).
- At the end of the term, they can be renewed/re-authorized.
- To change a contract, the school will petition the Authorizer for a [contract amendment](#).
  - Amendments require a public hearing and Authorizer Board vote – and lawyers.
  - Amendments are limited to that which is **material**.



# What is **Material** to a Charter Contract?

- Material (*def*):
  - That which is important; that which is not merely of form but of substance.
  - An element that affects the outcome.
  - *“When defining the material terms of the contract, authorizers should consider whether a particular term is relevant or significant with respect to the performance outcomes that the school has agreed to meet – including whether the term in question would be relevant to the school’s continued authorization and renewal as a public charter school.” – National Association of Charter School Authorizers (NACSA)*

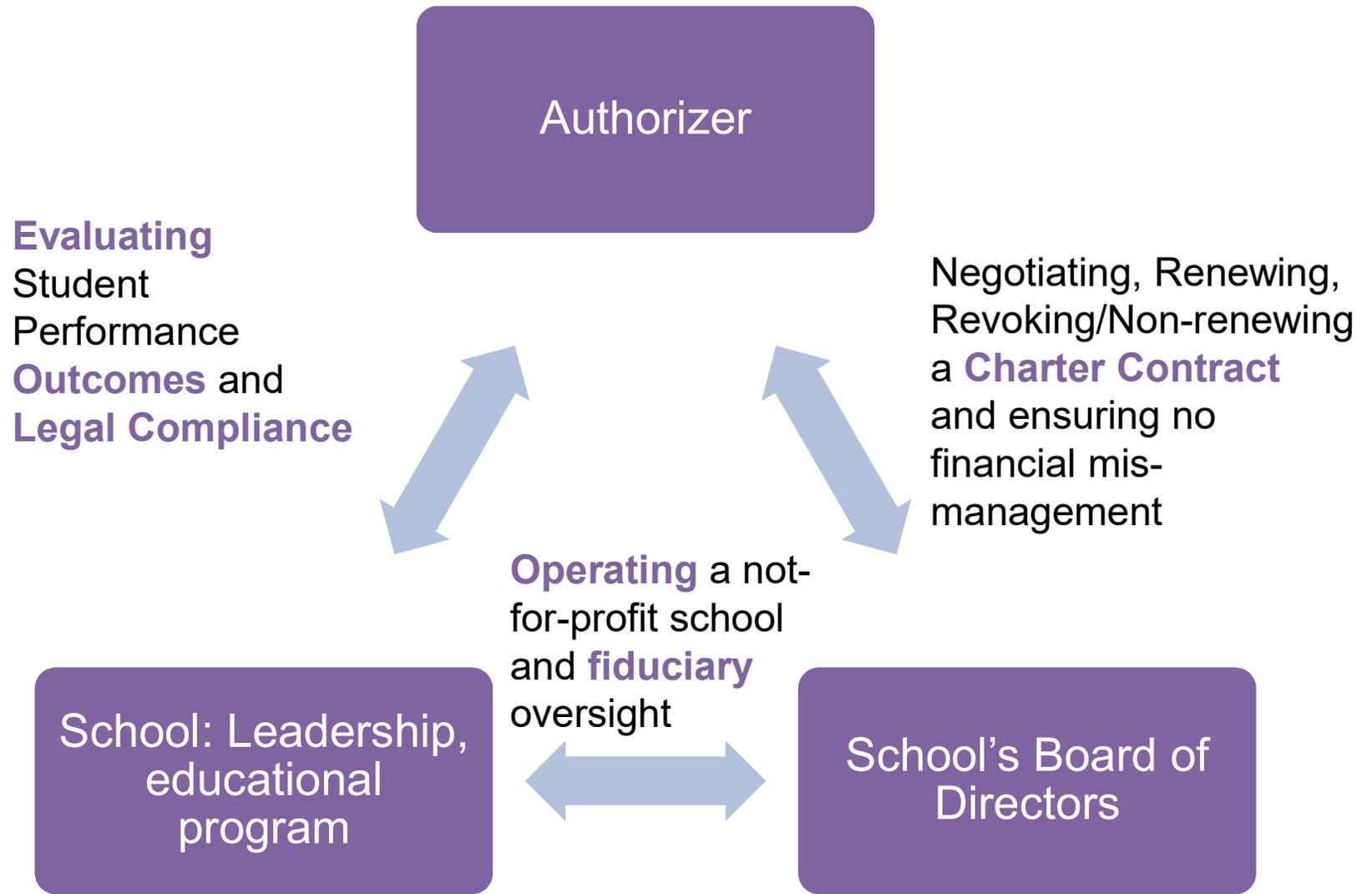


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# Responsibilities



# School-Authorizer-Board Relationship



# Responsibilities of Parties detailed within Contract:

## Authorizer

- “Ensuring conditions necessary for charter schools to offer diverse educational options... and to help improve student outcomes”
  - **Application:** Must solicit and approve high-quality applications (see previous presentation)
  - **Charter Contract:** Tailor charter flexibility to school mission—must describe how the authorizer will conduct the following:
    - Monitoring of **legal compliance**
    - Oversight of **finances**
    - Oversight of **education program**
      - **Use student outcomes (not inputs)**
    - Determine **oversight methods** for the above;
      - Methods must be open and transparent
    - Process for notifying the school’s governing board of deficiencies
      - May not require specific remediation steps to curriculum and and instruction (e.g. adoption of a specific curriculum, use of an instructional method, hiring or firing of personnel)
      - May require specific remediation steps for compliance to IDEA and other applicable laws
      - May require corrective action plan.
- Determine **criteria** for renewal, non-renewal, or revocation of charters



# Responsibilities of Parties: **Governing board**

- Board is responsible for **Operations**:
  - actions of school,
  - safety/security of students,
  - ability to deliver program, including:
    - Certifying that all instructional personnel have appropriate certification
    - Providing data to WVDE and district, including staff seniority
    - Documenting student progress toward graduation
    - Taking timely action to correct deficiencies
- Board exercises powers as “**public corporate body**”



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## Contract Provisions



# Charter Contract Sections

- **Terms and Conditions or Recitals**
- **Operational Standards**
- **Student Outcomes**
- **Financial Oversight**
- **Legal Compliance**



# Charter Contract Highlights—Special Education

- 6.2.i. The agreement of how the charter school and the authorizer will collaborate to provide special education and related services to eligible students required by applicable state and federal laws and policies as outlined in section 4 of this policy.
- The agreement shall specify the roles and responsibilities of both the authorizer and the charter school to ensure students receive FAPE in the LRE.
- The agreement shall also define a process for allocating resources appropriately to the party administering or delivering the required services. The WVDE will provide additional information to help the parties come to an agreement that complies with federal and state law and policy.



# Charter Contract Highlights—Monitoring and Evaluate

- 6.2.j. The process and criteria the authorizer will use to annually monitor and evaluate the overall:
  - academic,
  - operating, and
  - fiscal conditions of the charter school,
- including the process and timeline the authorizer will use to **oversee the correction** of any deficiencies found.



## Charter Contract Highlights—Accountability

- 6.2.o. The indicators, measures, and metrics that comprise the **Accountability Plan**
- The authorizer will use the Accountability Plan to measure the performance of the charter school and **inform renewal decisions.**



# Student Outcomes (Accountability Plan Metrics)

- State accountability indicators
- Student proficiency and growth
- Achievement gaps
- Attendance
- Suspensions
- Withdrawals
- Student retention/turnover
- Governing board stewardship including legal/charter compliance
- Demographic makeup compared to community
- Any other agreed indicators



# Terms and Conditions and Recitals

- Definitions.
- Recitals
  - Purpose of law, statement of charter approval by authorizer, term of charter, basic roles and authorities of both parties
- Statement of charter autonomies
  - Curriculum, budget, personnel
- Term of the charter – no longer than 5 years.
- Rights and duties of each party (Charter Board and Authorizer)
- Administrative relationship between authorizer and charter school.
- Recourse available if either party fails to adhere to contractual duties or state code.
- Grounds for renewal, non-renewal, or termination, and basic procedures for each.
  - Closure process
  - Charter revisions or amendment process
- School/authorizer dispute resolution process.



# Operational Standards

- Authorizer's oversight process, including specific oversight/evaluation tools the authorizer will use
- Process and criteria for annual monitoring (academic, operations, fiscal) and process/timeline for correction of deficiencies.
- School program
  - Theme, grades, enrollment limits, service to exceptional students, behavior policies...
- Promotion policies and graduation requirements
- Facilities (ownership/lease terms, reversion to district in closure...)
- Transportation
- Food Services
- Insurance
- Governance (nonprofit status, board oversight of school functions, composition, succession, ethics rules, by-laws, ESP role...)



# Financial Oversight

- Financial accountability
  - Revenue sources
  - Schedule for funds distribution
  - Grant eligibility
  - Authorizer's financial reporting process
  - School's audit requirements



# Legal Compliance

- Acknowledgements (e.g., School will follow IDEA, school will operate required number of days per year, School will participate in state reporting)
- “Shared understanding” on ESP contract if planned
- Data Reporting requirements (for WVDE and Authorizer)
- Health and Safety Requirements



# What's likely to be “Negotiated”?

- **Accountability plan**
- Enrollment limits and preferences
- Location
- Oversight practices
- Clarity of renewal/revocation terms
- Insurance
- Staff benefits



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## Check for Understanding



# Which of the following would you expect to see in a charter contract?

- 5-year operating budget
- Details of meeting IDEA compliance
- Text books and other resources
- Details about furniture
- Lease
- Assurances to provide a healthy, safe environment, including adhering to fire code
- Criteria for charter renewal
- Process and timeline for addressing deficiencies discovered through monitoring
- Authorizer standards and procedures for monitoring and oversight
- School principal's contract and job description
- School calendar



# Which of the following would you expect to see in a charter contract? ANSWER

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## Which of the following would you expect to see in a charter contract?

- Bylaws for governing the school
- Audit requirements
- Data reporting requirements to WVDE and Authorizer
- Sample teacher contracts
- Assurance to conduct random lottery
- Enrollment procedure
- Discipline plan
- Professional development calendar
- Computer maintenance policy
- Formative (not summative) assessments
- Enrollment number, grades served
- Closure process
- Graduation requirements (HS ONLY)

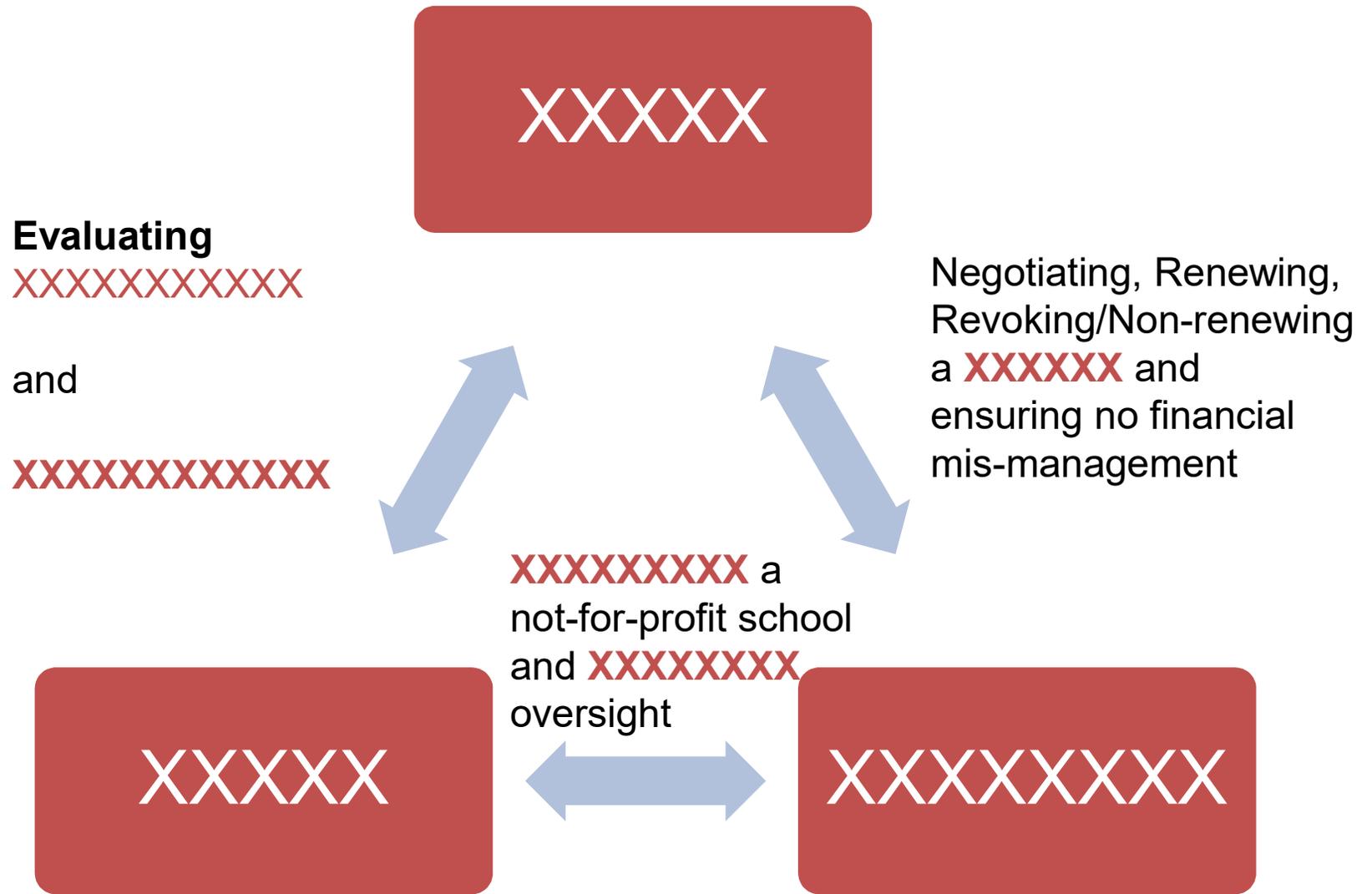


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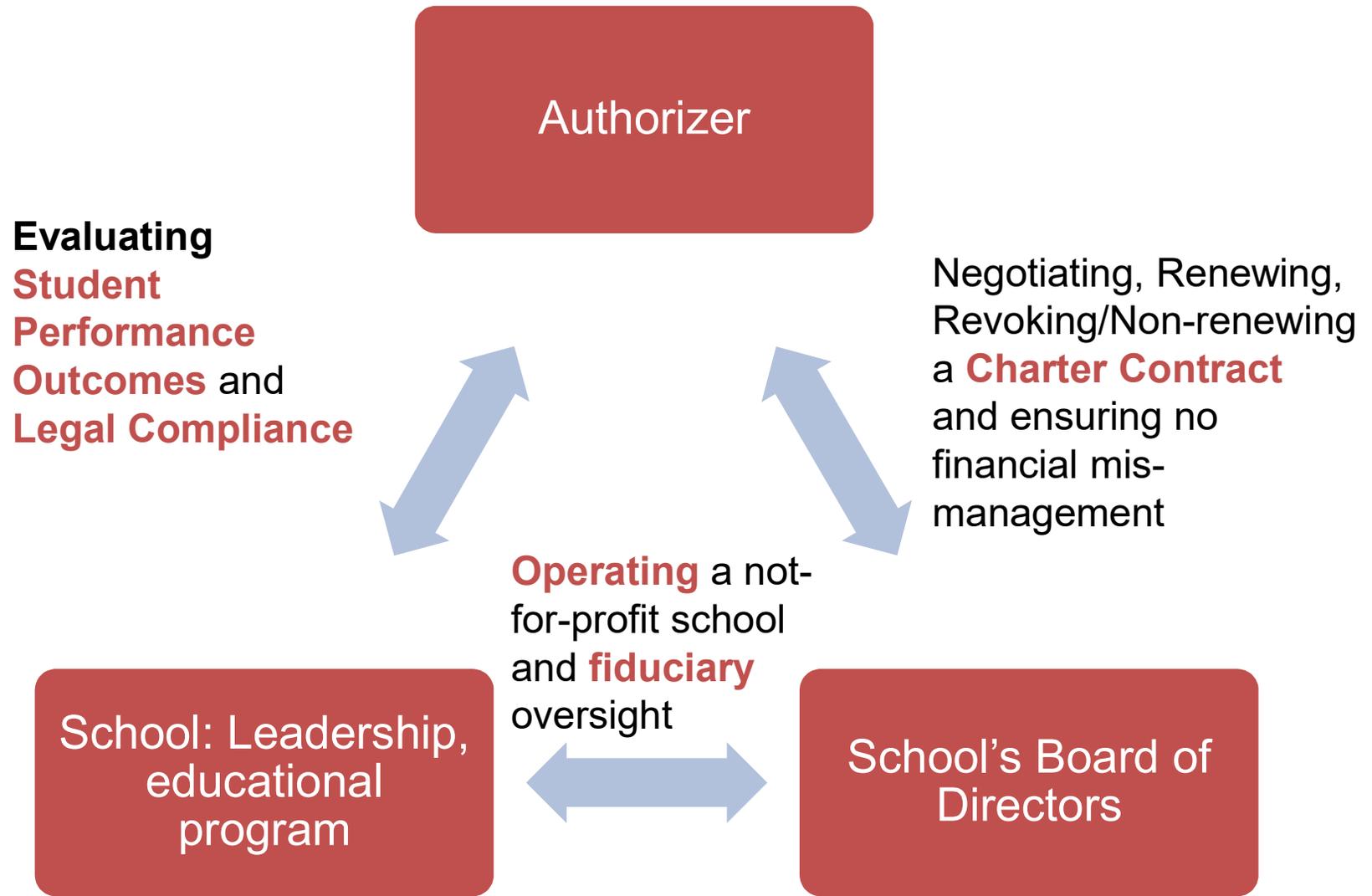
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# Check for Understanding: Complete



# Check for Understanding: ANSWER



# Who signs the Charter Contract?

## **CHARTER SCHOOL**

- School Founder
- School's Executive Director
- School's Board Chair

## **SCHOOL DISTRICT**

- School District Superintendent
- WVDE
- County Board Chair



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# Discussion & Questions



**THANK YOU!**

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