

# CHARTER AGREEMENT

Pursuant to G.S. 115C-238.29A et seq. the North Carolina State Board of Education (hereinafter referred to as "SBE") and Community Partners Charter High School (hereinafter referred to as "School") enter into this Charter Agreement (hereinafter referred to as "Charter") in which they agree to the following terms and conditions:

## A. Application-Binding

The SBE has reviewed the Application submitted by the School and has approved it subject to adherence to all requirements set forth in this Charter. The Application is fully incorporated in this Charter and all representations and conditions contained in the Application are binding on the School. The School shall immediately submit in writing to the SBE and the local board of education in which the School is located of any proposed substantial changes to the Application or the representations or conditions contained in the Application. The SBE reserves the right to reject any proposed changes to the Application once the Application has been approved.

## B. Operation of School

The School shall at all times be operated by the board of directors of the non-profit corporation in accordance with G.S. 115C-238.29A et seq. and all other applicable laws and regulations.

## C. Compliance With Other Laws

The School shall comply with all applicable federal laws and regulations, including, but not limited to, such laws and regulations governing employment, environment, disabilities, civil rights, children with special needs, transportation, and student records. The School shall also comply with all applicable health and safety laws and regulations, whether federal, state, or local. Neither the SBE nor the local board of education assumes the duty to oversee the operations of the Charter School except as may otherwise be provided by law or separate contract. Neither the SBE nor the local board is required to monitor the Charter School for compliance with applicable laws and regulations. The Charter School is required to notify parents, students and staff of the School of the provisions of this paragraph.

## D. Tax-Exempt Status

The School agrees to obtain federal tax-exempt status no later than two calendar years from the date the SBE gives final approval to this Charter.

#### E. Enrollment

1. Admission and enrollment of students shall be as prescribed by the Charter School Act. Failure to adhere to the lottery requirements set forth in G.S. 115C-238.29F(g) is grounds for termination of this Charter.
2. On April 1, July 1, and September 1 of the first year of operations and as required by the SBE, the School will report (electronically if the School has the means to report through SIMS) to the SBE the names, addresses, names of the legal custodian of the students, address of the legal custodian of the students, and SIMS ID number of all students enrolled on these dates. On September 1 of each year or following the 20th day ADM headcount, whichever is later, the School will provide to the local boards of education from which it is entitled to receive local funds the above information with regard to any students from those districts enrolled in the Charter School. This information will be provided in a SIMS format if the School has such capacity. When a student withdraws from the Charter School, the Charter School shall promptly notify the local board of education responsible for the attendance area in which the student resides so that the local board may fulfill its legal obligation to verify the student's compliance with compulsory attendance laws
3. Requests for the School to increase its enrollment beyond that set out in its initial application shall be submitted to the SBE by May 1 of each year. This provision does not apply to enrollment increases that are automatic pursuant to G.S. 115C-238.29D(d).

#### F. Financial Warnings

A Charter School will be placed on Financial Warning Status under each of the following circumstances:

- a) If the Charter School fails to report financial or student data on the required or agreed-upon reporting date;
- b) If the Charter School does not submit accurate financial data due to not correctly utilizing the State's supplied (or approved) financial software; and/or
- c) If the Charter School fails to respond to a specific financial, personnel, or student information request for information/data.

A Charter School will be notified in writing of the specific details creating the Financial Warning. A Charter School will be placed on Financial Noncompliance Status after receiving three (3) Financial Warnings. The Charter School will be notified that information will be presented to the Charter School Advisory Committee related to its noncompliance with financial reporting requirements. The Charter School Advisory Committee may recommend to the SBE the corrective action required by the Department of Public Instruction and the Charter School. The Charter School Advisory Committee may recommend that the Charter School's Charter be revoked. A School placed on Financial Noncompliance Status will be referred to the Charter School Advisory Committee for appropriate inquiry and action, up to and including a recommendation for revocation pursuant to Paragraph X of this Charter.

#### G. Children with Special Needs

1. On July 1 of each year, the School will provide to the SBE the total number of children with special needs, identified in accordance with state and federal laws, enrolled in the School.
2. The School accepts and understands that for purposes of federal and state law, it is an LEA obliged to provide education and related services to children with special needs.

#### H. Term

This Charter is effective on July 1 of the year that final approval was granted, and shall continue for five (5) years and shall terminate June 30 of the last year without further notice from or action by the SBE. The School may, prior to November 1 in the year just preceding the year of termination, apply for an extension of the Charter for no more than five years.

#### I. Reporting Requirements

Prior to January 1 following the first full academic year and prior to each January 1 thereafter, the School shall submit to the SBE, in a standardized format approved and developed by the SBE, an Annual Report that contains the following information for the prior academic year and such other information that the SBE may require:

- a) a summary of the academic achievements of students enrolled at the School;
- b) the number and a description of incidents that occurred on the School grounds that required the intervention of local, state or federal law enforcement;
- c) the names of students who graduated from High School;
- d) the extent and type of parental involvement at the School;
- e) the current and projected impact of the School on the delivery of services by the public schools;
- f) student academic progress in the School as measured, where available, against the academic year immediately preceding the first academic year of the School's operation; and
- g) best practices resulting from the School's operation.

#### J. Technical Assistance

The School may request technical assistance from the Department of Public Instruction (hereinafter referred to as "DPI") in any areas including curriculum matters and financial concerns. In no event is DPI or the SBE responsible for any financial support other than the Average Daily Membership funding as provided by law.

#### K. Records

Subject to state and federal laws, the local board of education, the SBE or DPI, and/or the State Auditor shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the School. The School shall retain such records, reports, documents, and files for the term of its Charter and for at least five (5) years following termination or expiration of the term of this Charter.

#### L. Insurance and Bonding

1. The School shall obtain and maintain insurance at a minimum in the following amounts:
  - a) errors and omissions: one million dollars (\$1,000,000) per claim;
  - b) general liability: one million dollars (\$1,000,000) per occurrence;
  - c) boiler and machinery: the replacement cost of the building;
  - d) real and personal property: the appraised value of the building and contents;
  - e) fidelity bonds: the amount of funds received by the Charter School in the previous fiscal year from state and local sources;
  - f) automobile liability: one million dollars (\$1,000,000) per occurrence; and
  - g) workers' compensation: as specified by Chapter 97 of the General Statutes.
2. The provisions of Paragraph 1 shall not preclude any Charter School from obtaining liability insurance coverage in addition to or in excess of the requirements of this Rule.

#### M. Health, Safety, Welfare

The School shall grant access to local health and fire department officials for inspection of premises or operations of the School for purposes of ensuring the health, safety and welfare of students and employees.

#### N. Facilities

Prior to commencing operation of the School, the School shall provide to the SBE a description of the facility, the financing for the facility and evidence from local government inspection authorities that the School's facilities are currently safe (Certificate of Occupancy for Educational Use). In the event the School subsequently makes substantial changes in its facility or relocates to another facility, it shall comply with the foregoing conditions.

O. Licensed Employees

1. All employees who hold valid licenses issued by the SBE are subject to the rules pertaining to licensed professionals and their licenses may be revoked based on any of the grounds listed in 16 N.C.A.C. 6C. 0312. In addition, licensed administrators are subject to the mandatory reporting requirement if a licensed employee engages in physical or sexual abuse of a child.
2. Prior to each academic year, the School will report to the SBE the total number of teachers and the total number of teachers who hold valid licenses who are employed to teach at the School. Failure to employ at least the number of licensed teachers required by law to teach in the School will be grounds for revocation of the Charter.
3. The School understands and agrees that it shall not employ, or accept voluntary services from, any individual whose certificate or license has been suspended or revoked by the SBE or any other licensing board or agency on the grounds of unethical or immoral behavior, including improper sexual or physical conduct with children or students. Violation of this provision will result in immediate revocation of this charter.
4. In the case of a School employee who is on leave from employment with the local board pursuant to G.S. 115C-238.29F(e) or its successor statute, the School will notify the local board if such employee is suspended, terminated, asked to resign, or otherwise subjected to disciplinary action because of poor performance or misconduct. The School shall cooperate with the local board and shall provide any information requested concerning such employees.

P. Fees

As prescribed by law, the School may *not* charge tuition or fees.

Q. Transportation

The School shall provide transportation for students as prescribed by law.

R. Indemnity

The School agrees to indemnify and hold harmless the SBE, DPI, the constituent institutions of the University of North Carolina, and local boards of education, their officers, agents, employees, successors and assigns from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any action of the School caused by any intentional or negligent act or omission of the School, its officers, agents, employees, and contractors.

S. Student Discipline

1. The School agrees to and shall comply with Article 27 of Chapter 115C of the General Statutes, except as otherwise provided by law or as may be provided by contract entered into with the local board of education.
2. The School shall comply with all applicable federal and state laws and regulations governing discipline of children with disabilities, including compliance with 20 U.S.C. Sec. 1400 et seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 706(8).
3. The School shall comply with state and federal due process requirements both in notifying students of conduct for which they may be suspended or expelled and in providing notice and hearing opportunities to students being recommended for exclusion from the Charter School. If the School suspends a student with special needs, it shall continue to provide to the student all continuing education services to the extent mandated by federal and state laws and regulations. In the event the School suspends or expels a student, the School shall promptly notify local school officials in the school district to which the student would otherwise be assigned. Such notification shall include the student's name, special education status, length of suspension/expulsion and the circumstances giving rise to the suspension or expulsion. At the beginning of each school year, the School shall notify all parents/legal guardians that: "[T]he local board may refuse to admit any student who is suspended or expelled from a charter school due to actions that would lead to suspension or expulsion from a public school under G.S. 115C-391 until the period of suspension or expulsion has expired." (G.S. 115C-238.29B(b)(11)).

T. Instruction

As prescribed by law, the School shall provide a minimum of 180 days of instruction.

U. Criminal Background Checks

The School agrees to conduct thorough background checks on all of its employees. The SBE will conduct criminal history checks as authorized by statute of Charter School personnel responsible for the fiscal affairs of the School. In addition, the SBE may conduct criminal history checks of any Charter School personnel or director when the SBE deems it necessary to protect the financial integrity of the School or when necessary to protect the health and safety of students or employees. Refusal by any individual to submit to a fingerprint check is grounds for termination of employment and/or revocation of the Charter.

The SBE may consider the refusal of an individual to submit to a fingerprint check in determining whether:

1. to grant final approval of the Charter application;
2. to recommend to the Charter School that the individual be denied employment; and/or
3. to revoke the Charter of the Charter School.

The costs for conducting criminal history checks shall be borne by the Charter School.

V. Open Meetings; Public Records

The School agrees to be subject to the Open Meetings law (Article 33C of Chapter 143 of the General Statutes) and the Public Records law (Chapter 132 of the General Statutes). This provision is effective upon the SBE's final approval of the School's Application.

W. Assignment

Assignment of the School to another entity is deemed an amendment to the Charter and must have prior written approval of the SBE.

X. Termination of Charter

1. Grounds

The SBE may terminate this Charter on any of the following grounds:

- a) Failure to meet the requirements for student performance;
- b) Failure to meet generally accepted standards of fiscal management;
- c) Violation of law;
- d) Material violation of any of the conditions, standards, or procedures set forth in the Charter;
- e) Two-thirds of the faculty and instructional support personnel at the School request termination or nonrenewal; or
- f) Other good cause warranting nonrenewal or termination.

2. Procedures

The following procedures will apply to the termination proceedings:

- a) When the Charter School Advisory Committee shall have sufficient information to initiate termination of a Charter, it shall give the School written notice of its intention to recommend revocation of the Charter. The notice will be sent by certified mail, return receipt requested, and shall state in reasonable detail the grounds for the recommendation. If information available to the Committee indicates that the School's current operation poses an immediate threat to the education, health, safety, or welfare of the School's students or employees or the public, the Committee or SBE may take appropriate protective action pending a final decision on the termination of the Charter.

- b) If the SBE approves the recommendation of the Charter School Advisory Committee, notice will again be sent as specified in Paragraph (a).
  - c) If the School objects to the termination of its Charter, it must, within ten days of receipt of notice of the SBE's action, deliver to the Office of Charter Schools a written request for a review by the SBE. If the School fails to deliver a timely request for review, the Charter shall terminate on the eleventh day after the School's receipt of the notice. If a timely request for a review is made by the School, the Office of Charter Schools will transmit the request to the appropriate Review Panel appointed by the Chair of the SBE. The Review Panel may review the matter with or without a formal hearing. If the Review Panel elects to conduct a hearing, the hearing shall be held within 30 days of receipt of the written request, unless otherwise agreed to by the parties. At the conclusion of its review, the Review Panel shall submit a written recommendation to the SBE. Unless the SBE and the School otherwise agree, the SBE shall make a final decision at its next regularly scheduled meeting. In the event that the Chair does not appoint an separate Review Panel, the review will be conducted by the Charter School Advisory Committee in accordance with the provisions of this paragraph.
3. Funding  
The School understands and acknowledges that upon termination state and federal resources will be reallocated proportionally to the local boards of education of the districts that provided funding.

Y. Status of Parties to Charter

This Charter is not intended to create and shall not be interpreted to create employer-employee, contractor-subcontractor, or principal-agent relationships between or among any party or parties to this Charter. "Parties," for purposes of this paragraph only, include the parties to this Charter as well as the local board of education and the Board of Trustees of any constituent institution of the University of North Carolina. No officers, employees, agents, or subcontractors of the School shall be considered officers, employees, agents or subcontractors of the local board of education, the Board of Trustees of any constituent institution of the University of North Carolina, or the SBE.

Z. Merger

This Charter, together with the Application and any further conditions imposed by law or the SBE, constitutes the entire agreement of the parties. This Charter shall not prohibit the School from entering into any additional agreements with the local board of education; provided, no such agreements shall supersede or override any provision of this Charter.



AA. Notice

Any notice required or permitted under this Charter shall be delivered to the following:

**For the School:**

Susan Westbrook  
11612 Cone Ave  
Aper, NC 27502  
ph 919-362-4693

Ann Fulmer

**For the State Board of Education:**

Grova L. Bridgers, Director  
Office of Charter Schools  
North Carolina Public Schools  
301 N. Wilmington St.  
Raleigh NC 27601-2825  
Voice: 919 / 715 - 3862  
Fax: 919 / 715 - 9740

BB. Severability

If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of this Charter shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

CC. Non-Endorsement

The School acknowledges that the granting of a Charter in no way represents or implies endorsement by the SBE of any method of instruction, philosophy, practices, curriculum, or pedagogy used by the School or its agents; nor does the granting of this Charter constitute a guarantee by the SBE of the success of the School in providing a learning environment that will improve student achievement.

DD. Legislative Action

This Charter and its continuation are subject to laws enacted by the General Assembly and shall be deemed amended to reflect the enactment of those laws. Upon legislative termination of any statutes authorizing this Charter, this Charter is null and void.

**FOR THE SCHOOL:**

This 3<sup>rd</sup> day of February 2000

Susan L. Westbrook

(Type or Print Name of Chair)

Susan L. Westbrook  
Signature of Chair of Board of Directors:

**FOR THE STATE BOARD OF EDUCATION:**

This 3<sup>rd</sup> day of February 2000

Brad Sneed, Deputy State Superintendent

Brad Sneed

Signature of Deputy State Superintendent

*Joy O. Dry, Notary Public*  
*My commission expires 4-4-03.*