

Sample Contract for **Open-Enrollment Charter School**
Actual Contract May Differ

This contract is executed between the Texas State Board of Education (the “Board”) and **Name of the Charter Holder** (“Charter Holder”) to operate **Name of the Charter School**, a Seventeenth Generation open-enrollment charter school.

General

1. **Definitions.** As used in this contract: “Charter” means the Seventeenth Generation open-enrollment charter as provided by, Chapter 12, Subchapter D, Texas Education Code, and granted by this contract.

“Charter Holder” means the sponsoring entity identified in the charter application and the entity to which a charter is granted by this contract.

“Charter School” means the Seventeenth Generation open-enrollment charter school. Charter School is part of the public school system of Texas and is a “charter school” within the meaning of 20 U.S.C. §8066.

“Agency” means the Texas Education Agency.

“Commissioner” means the Commissioner of Education.

2. **The Charter.** This contract grants to Charter Holder a Seventeenth Generation open-enrollment charter under Texas Education Code Chapter 12, Subchapter D. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application (RFA) 701-11-108; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board or the Commissioner; and (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned (a) through (d).
3. **Term of Charter.** The charter shall be in effect from the date of execution through July 31, 2018, unless renewed or terminated. The grant of this charter does not create an entitlement to a renewal of the charter. The charter may be renewed for an additional period of 10 years. **It is understood by all parties that continued authority to hold the charter is contingent upon the school opening and holding classes within two years of its scheduled start date, no later than September 8, 2015, provided that the commissioner of education approved postponement until that time. Failure to open the school and hold classes as specified within this time period shall render this contract null and void, and the charter shall automatically return to the Board (SBOE) without the need for further action.**
4. **Revision by Agreement.** The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.

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Students

5. Open Enrollment. Admission and enrollment shall be open to any person who resides within the geographic boundary stated in the charter application and who is eligible for admission based on lawful criteria identified in the charter application. Total enrollment shall not exceed the maximum number of students set out in the charter application.
6. Non-religious Instruction and Affiliation. Charter School shall not conduct religious instruction. Charter Holder and Charter School shall be nonsectarian in their programs, policies, employment practices, and all other operations.
7. Children with Disabilities. A charter school is a “local educational agency” as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), as amended by the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws.
8. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, E, and J of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

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Financial Management

9. Financial Management and Accountability. Charter Holder shall satisfy Chapter 12, Sections 12.104 and 12.111 of the Texas Education Code, and related Agency rules regarding financial management accountability.

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Governance and Operations

10. Indemnification. Charter Holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with any acts of Charter Holder, its agents, employees, and subcontractors in performance of this contract.

This Agreement

11. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are superseded by this contract.
12. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
13. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA 701-11-108; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
14. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
15. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
16. Governing Law. In any suit arising under this contract, Texas law shall apply.
17. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Board and the Commissioner pursuant to Texas Education Code, Chapter 12, Subchapter D, and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Seventeenth Generation open-enrollment charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its charter school(s) may modify this contract, as of the effective date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

18. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an “eligible entity” within the meaning of Section 12.101(a), Texas Education Code. Charter Holder shall immediately notify the Commissioner of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this ____ day of _____, 20XX

Texas State Board of Education:

[Charter Holder Name]:

[name], Chair Date

[name], Chair Date

[Charter School Name]:

