



CHARTERED TEACHERS ACT

Model Policy

SECTION 1: PURPOSE

The purpose of the Chartered Teacher Act is to provide teachers an alternative to working in traditional schools and districts but retain them in the profession of teaching. The Act provides teachers flexibility to work directly with parents to deliver personalized instruction in an environment that meets the needs of both teachers and students. A chartered teacher is an employee of the state who enters into a state-sanctioned agreement(s) with eligible parents to teach eligible students on a full or part-time basis. Chartered teachers' compensation derives from the per pupil funding their students would otherwise receive if enrolled in a district school on a full- or part-time basis. Chartered teachers are eligible to receive all benefits offered to state employees.

SECTION 2: DEFINITIONS

State: The agency or entity appointed by the state to establish and oversee the Chartered Teacher Program.

Parent: The parent or legal guardian of the student represented by the Parent-Teacher Agreement.

Teacher: The teacher enrolled in the state's Chartered Teachers program, who is party to the Parent-Teacher Agreement.

Student: The student represented by the Parent-Teacher Agreement.

Parent -Teacher Agreement: The Agreement executed and signed by a parent and a chartered teacher.

SECTION 3: CHARTERED TEACHER ELIGIBILITY AND RESPONSIBILITY

1. Any teacher holding a valid state-recognized certification is eligible to participate in the state's Chartered Teacher Program, provided that the teacher is not a full-time employee of any public school district, public charter school, or private school in the state.
2. Participating teachers are subject to a criminal background check conducted by the state.
3. Teachers may enter into agreements with multiple families and are eligible to receive the full-time equivalent state per-pupil funding that each student would otherwise receive from the state, including weighted funding, for each pupil.
4. The state will determine the amount of funding each student receives by evaluating the number of courses a teacher agrees to teach a student in the parent-teacher agreement.
 - a) Teachers may receive fractional funding for one or multiple students. The state will determine fractional funding according to the number of courses a teacher contracts to teach each student (see "State Responsibilities" below).
5. Teachers may agree to teach multiple students at one time, separately or together in one setting, and are eligible to receive the full or fractional amount of funding attached to each student.
6. Teachers are responsible for maintaining a portfolio of student work.
7. Teachers are responsible for obtaining an annual evaluation of student progress through student participation in the state assessment OR student participation in a norm-referenced assessment chosen from the list provided by the state OR through an evaluation of the student's portfolio by another state-certified teacher.
8. Teachers have a right to terminate an agreement for any reason at any time during the agreement period. They will provide parents 30 days' notice of intent to terminate. If there is a material breach of contract, the teacher may sever the contract immediately, without notice.



- a) If a teacher severs the agreement at any time, the teacher will notify the state, in writing, no more than ten days after notifying the parent of intent to sever.

SECTION 4: PARENT OR GUARDIAN/STUDENT ELIGIBILITY AND RESPONSIBILITY

1. The parent or guardian of any student, grades Kindergarten to 12, who is a resident of the state may enter into an agreement with a chartered teacher.
2. To enter into an agreement, the student may not be enrolled full-time in a public school district, public charter school, or private school in the state.
3. Parents may enter into an agreement with an eligible teacher at any time throughout the school year.
4. Parents are not required to contract with a teacher for full-time (as determined by the state) enrollment under the terms of the parent-teacher agreement.
5. Parents have a right to terminate an agreement for any reason at any time during the agreement period.
6. Parents will provide teachers 30 days' notice of intent to sever. If there is a material breach of contract, parents may sever the contract immediately, without notice.
 - a) If a parent severs the agreement at any time, the parent will notify the state, in writing, no more than ten days after notifying the teacher of intent to sever.

SECTION 5: RESPONSIBILITIES OF THE STATE

1. The state shall enroll any eligible teacher who applies to the Chartered Teacher Program. The enrollment period is open throughout the entire year. Teachers may apply to the Chartered Teacher Program simultaneous to submitting a parent-teacher agreement to the state for verification and approval.
2. The state will provide each chartered teacher with a salary commensurate with the full or fractional per-pupil funding their students would receive in a local public district, as determined by the number of courses taught (see Section 5.7.a).
3. The state will provide the chartered teacher with all other benefits it provides full-time state employees, including but not limited to the ability to participate in the state's retirement system and health benefits program. Costs associated with these benefits will derive from the funding provided in Part 2 of this section.
4. As part of the teacher enrollment process, the state will conduct a criminal background check on each applicant.
5. The state will remove a teacher from the Chartered Teacher Program and associated website (see Section 5.13) if at any point a teacher's certification is revoked or lapsed and/or if the teacher commits a criminal offense that would automatically result in removal from a local public school system, in accordance with the state's licensure review process.
6. The state will verify the eligibility of each teacher, student, and parent represented by a Parent-Teacher Agreement. The state will conduct verification of student and teacher eligibility and approve or reject an agreement no more than [insert time-frame/number of weeks] after receipt of a Parent-Teacher Agreement.
7. The state will determine the amount of state per-pupil funding, with all associated weights, for each student. The per-pupil funding is determined by the number of courses a teacher agrees to teach a student, as outlined in the Parent-Teacher Agreement. The state will pay the teacher the full or fractional amount of per-pupil funding each student is due.
 - a) The state will define how much each course a teacher may teach is worth in terms of a fraction of the student's overall state per-pupil allocation. Should a parent or teacher propose a course not currently funded by the state, the state will determine the worth of that course to the best of its ability.



8. For purposes of the annual evaluation of student progress, the state shall make available the state assessment, shall identify a list of nationally norm-referenced assessments from which parents may choose, and receive student portfolio reviews from state certified teachers.
9. The state will administer annual satisfaction surveys to chartered teachers and all families with an executed Parent-Teacher Agreement. The state will publish the aggregate results of both surveys on its website annually.
10. The state will keep a copy of each Parent-Teacher Agreement in a digital file.
11. The state will pay the chartered teacher according to the pay schedule of other state or agency employees.
12. When the state receives notice of intent to sever an agreement from either a parent or a teacher, the state will notify both parties that it has received the notice and outline the final payment timeline within ten days.
 - a) If a contract is severed, the state will cease contributions to any state benefits programs associated with the affected Parent-Teacher Agreement.
13. For the purposes of connecting parents and teachers, the state will create a website where approved chartered teachers can provide a description of their qualifications and services as well as any information a parent may need to contact the teacher. The state will also provide a portal on the website where parents can solicit services from teachers.
 - a) The website will provide, at a minimum, a description of the Chartered Teacher Program, a handbook outlining the basic principles of the program and responsibilities of each party, and the compensation and benefits system for which teachers are eligible.
 - b) The state will not allow ineligible teachers to post to the website.
14. The state may contract creation and maintenance of the website and any associated marketing or promotion of the Chartered Teacher Program to a third party.
15. In year one the state will receive no less than a 2 percent administrative fee for start-up of the Chartered Teacher Program. From year 2 onward, the state will receive no less than 1 percent administration fee.



ADDENDUM: PARENT-TEACHER AGREEMENT - TEMPLATE

This template will be published on the state agency's (or its designate's) website and updated annually, as necessary. Each Parent-Teacher Agreement represents one student. Teachers may enter into multiple Parent-Teacher agreements at one time, including with students who reside in the same household.

Timeline and Compensation

- The timeframe for this Agreement is ____ date to ____ date, unless severed by either party. The maximum Agreement length is one year.
- A chartered teacher is an employee of the state and must notify the state of each contract signed with a parent to receive compensation and benefits.
- Each student represented by a Parent-Teacher Agreement generates per-pupil funding, determined by the state according to a formula outlined in the Chartered Teacher Program Regulations.
- state, chartered teachers receive the same amount of sick leave or paid time off as other state employees. They also receive the same holidays as state employees.
- Agreements are at will. Either party can sever this Agreement at any time by providing written notice to the other party. The parties agree to provide 30 days-notice of intent to sever. In the event of a material breach of contract, either part can sever the Agreement immediately.

Basic Tenets

- The name and teacher license number of the teacher who is party to the Agreement;
- Evidence that the teacher has been enrolled by the state in the Chartered Teacher Program. Enrollment may occur simultaneous with the execution of this Agreement;
- The name of the parent or legal guardian who is an Indiana resident who is party to the agreement;
- The name of the student represented by the agreement and any affiliated state identification number or other identifying information deemed relevant by the state;
- The names of courses the teacher agrees to teach under the agreement;
- Primary location and mode(s) of instruction (in-person/virtual/hybrid; location(s) if in person) the parties agree to use;
- Materials the teacher will provide (curriculum, textbooks, materials). [Anything not included on this list is the responsibility of the parent(s)/guardian.
- Basic academic information parents or guardians will provide about their student (at minimum, legal documents, such as Individualized Education Plans or 504 plans);

Signature of Teacher _____

Signature of Parent/Guardian _____

State Acceptance/Execution Date of Agreement _____