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September 27, 2010

**MEMORANDUM**

**TO:** Legislative Education Study Committee

**FR:** David Harrell

**RE: COMMITTEE REQUEST: SAMPLE CHARTER SCHOOL PERFORMANCE CONTRACTS**

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During the August meeting of the Legislative Education Study Committee (LESC), Dr. Lisa Grover, Chief Executive Officer, New Mexico Coalition for Charter Schools (NMCCS), made a presentation about quality initiatives that the coalition was pursuing and recommendations that the NMCCS was making. One of those recommendations was to amend the *Charter Schools Act* to require performance contracts between charter schools and their authorizers as a means of clarifying the responsibilities of each party, ensuring the resolution of disputes, and establishing protocols for closing ineffective schools. New Mexico, Dr. Grover said, is one of the few states with charter school laws that do not include performance contracts. In response to this presentation, the committee asked for a template or samples of a charter school performance contract.

With the assistance of Dr. Grover, LESC staff has obtained and provided, along with this memorandum, two sample performance contracts for the committee's review. To facilitate this review, staff has composed a table of contents of each contract.

- The first, *Charter School Contract*, was provided by the Friends of Education, a charter authorizer in Minnesota. As Friends of Education explains, the performance contract is a document separate from the charter application, and it is executed after the application is approved.

- The second, *Missouri Charter School Sponsor Model Charter Agreement*, was provided by the National Association of Charter School Authorizers (NACSA), which recently completed an evaluation of the authorizing practices of the New Mexico Public Education Commission.

While a detailed review of these two contracts is beyond the scope of this memorandum, a few highlights and points of comparison/contrast may be noted here. As a starting point, both contracts begin with a resolution and conclude with a signature page. In between, they address such features as assessment; governance; student discipline; fiscal accountability and reporting; compliance with state and federal laws; revocation or nonrenewal of the charter; and the legal relationship between the authorizer and the charter school, including terms and conditions of the contract itself.

Also of interest are some of the differences between the two contracts. As NACSA explains, there is “wide variation” in the terms and provisions of performance contracts according to the laws in the various states and the needs of charter schools and authorizers. Perhaps two examples will suffice to illustrate the variations.

- Regarding student enrollment, both contracts provide for a lottery selection process in the event that the number of applicants exceeds the available spaces; and both allow enrollment preference for children of teachers at the school. The Missouri model, however, extends enrollment preference to the children of all employees and, in limited cases, to students residing in the district in which the charter school operates (applicable in St. Louis and Kansas City) and to nonresident students eligible to attend a district’s school under “an urban voluntary transfer program” (applicable for charter schools in St. Louis only).
- Regarding accountability for student performance, the Missouri model defers to another document called the Monitoring Plan; whereas the Friends model specifies that the contract may be revoked or terminated for a variety of reasons, one of which is failure of the school to meet the requirements for student performance set forth in the contract. As enumerated in Exhibit F, those requirements are quite explicit. For example, in math Goal # 1 A states: “For FY 2011, the percentage of all continuously-enrolled students at the School scoring at least proficient will be: 91%, 3<sup>rd</sup> grade; 87%, 4<sup>th</sup> grade; 83%, 5<sup>th</sup> through 8<sup>th</sup> grades.”

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[Name of School]

# CHARTER

## CHARTER SCHOOL CONTRACT

between

Friends of Education

and

[Name of School]

WHEREAS, the purpose of the School is to provide an educational program for its students in order to:

- Improve student learning and student achievement;
  - Increase learning opportunities for students;
  - Encourage the use of different and innovative teaching methods;
  - Measure learning outcomes and create different and innovative forms of measuring outcomes;
  - Establish new forms of accountability for schools; and
  - Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- and

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a charter school, pursuant to Department of Education approval dated [INSERT DATE], a copy of which is attached as Exhibit A; and

WHEREAS, Friends of Education and School previously entered into a charter school contract which expires [INSERT DATE], and

WHEREAS, Friends of Education has considered the reauthorization of the School and has approved the issuance of a charter contract to the School.

NOW, THEREFORE, Friends of Education grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions.

**ARTICLE I**  
**DEFINITIONS**

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) “Charter School Act” means the Minnesota Statutes 124D.10 through 124D.11, as amended, and any rules adopted pursuant thereto.
- (c) “Commissioner” means the Commissioner of the Minnesota Department of Education.
- (d) “Contract” means this Charter School Contract between Friends of Education and the School.
- (e) “Department of Education” means the Minnesota Department of Education.
- (f) “Friends” means Friends of Education.
- (g) “School” means [NAME OF SCHOOL] located at [ADDRESS], which is established as a charter school under this Contract pursuant to the Charter School Act and Department of Education approval. The location of the School will not be changed without the prior written consent of Friends.
- (h) “School Board” means the Board of Directors of the School.
- (i) “Student” and “Pupil” are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

## EXHIBITS

- A. Minnesota Department of Education Approval
- B. Articles of Incorporation of the School
- C. Bylaws of the School
- D. Implementation of Purpose/Mission
- E. Description of School's Academic Program
- F. Academic & Non Academic Pupil Performance Outcomes/Goals
- G. Statement of Admissions Policies and Procedures
- H. Governance & Management Plan
- I. Administration and Operations Plan
- J. Statement of Assurances Signed by All Board Members
- K. Charter School Closure Checklist & Plan
- L. Performance Evaluation of School

## ARTICLE II RELATIONSHIP BETWEEN THE SCHOOL AND FRIENDS

Section 2.1. Voluntary Authorization. Friends qualifies as a authorizer pursuant to Minnesota Statute 124D.10 Subd. (3). In granting this Contract, Friends voluntarily exercises powers given to Friends pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Friends' autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of Friends. The relationship between the School and Friends is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between Friends and the School. Except as otherwise provided in this Contract, Friends shall have no authority or control, over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in anyway constitute an obligation, either general, special, or moral, of Friends. The School will never pledge the full faith and credit of Friends for the payment of any School contract, mortgage, loan or other instrument of indebtedness.

Any contract, mortgage, loan or other instrument of indebtedness entered into by Friends and a third party shall not in anyway constitute an obligation, either general, special, or moral, of the School. Friends will never pledge the full faith and credit of the School for the payment of any Friends contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate Friends, nor does the School have any authority whatsoever to make any

representations to lenders or third parties, that Friends in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School.

Friends has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does Friends have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by Friends.

Section 2.5. Limited Use of "Friends" Name. The School may not use the name of Friends or any assumed name, trademark, division or affiliation of Friends in any of the School's promotional advertising, contracts, or other materials without Friends prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by Friends of Education." Pursuant to Minnesota Statute 124D.10 Subd. 4(e) the School shall identify Friends' as its authorizer and provide contact information.

### **ARTICLE III ROLE OF FRIENDS**

Section 3.1. Oversight Responsibilities of Friends. Friends has the responsibility to oversee the School's compliance with this Contract and Applicable Law including the school's fiscal, operational, and student performance. The manner in which Friends exercises oversight is set forth generally in Article VI.

Section 3.2. Authorizer Fee. The School shall pay Friends a fee for Friends' execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act, except that if Minnesota law is amended to increase this fee, the School will pay the increased fee.

### **ARTICLE IV REQUIREMENT THAT THE SCHOOL ACT SOLELY AS STATE AUTHORIZED CHARTER SCHOOL**

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its 501(c)(3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public school or

that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract.

Section 4.3. Assumption of Liability. The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or are in any manner connected with the School's operations.

## **ARTICLE V LEGAL STATUS OF THE SCHOOL**

Section 5.1. Nonprofit Status. The School shall be organized and operated as a nonprofit cooperative under Minnesota Statutes Chapter 308A, as amended, or as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended. Notwithstanding any provision of Minnesota Statutes Chapters 308A or 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation. The school represents that The Articles of Incorporation of the School, are accurate as of the date of this contract, set forth in Exhibit B are accurate and have not been otherwise altered or amended.

Section 5.3. Bylaws. The school represents that the Bylaws of the School, as of the date of this contract, set forth in Exhibit C are accurate and have not been otherwise altered or amended.

## **ARTICLE VI OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The School Board shall decide matters related to the operation of the School, not otherwise specified by this Contract, including but not limited to budgeting, curriculum, and operating procedures.

Section 6.2. School Board Meetings. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information contained in the exhibits, including without limitation, the educational goals, identified in Exhibit F.

Section 6.4. Compliance with all Applicable Laws. The School shall comply with all

Applicable Laws.

Section 6.5. Age and Grade Range of Students. Except as may be otherwise limited by the Department of Education approval of Friend's affidavit of intent to charter the school, the School may accept enrollment to all students in grades:

Kindergarten - 8

Section 6.6. Academic Curriculum Program. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.

Section 6.7. Methods of Student Assessment. The School shall evaluate student's work based on the assessment strategies identified in this Contract and in its annual report.

- (a) Academic Measures – Friends will monitor student academic performance and the academic culture, which provides the basis for high academic performance.
1. Regular Assessments. Friends will monitor academic achievement by reviewing student testing and assessment.
  2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
  3. Standardized Tests. School students will take the Measures of Academic Progress for reading and math at least twice annually, unless a different external measurement is agreed to in writing by Friends. The School may implement any additional standardized test(s).
  4. Assessment and Test Results. The School will provide Friends results of government required assessments at such time as the School receives its preliminary assessment results and at such time as the School receives its final assessment results, and the School will provide Friends the results of any other testing each semester, but no later than January 15<sup>th</sup> for Fall testing and June 15<sup>th</sup> for Spring testing. Friends will compare testing data to other schools in order to measure performance.
  5. Friends of Education Council. The School agrees to participate in the Friends of Education Council, which consists of representatives of all Friends authorized schools, and Friends will monitor the School's participation in the Council. The goal of participation in the Council is to share information and identify resources.
  6. Professional Development. The school will ensure that each teacher at the

School has a professional development plan that focuses in part on developing quality assessments and measures of student outcomes. The School will advise Friends, on a semi-annual basis June 15<sup>th</sup> and December 15<sup>th</sup> of professional development attended by its staff.

7. Teamwork and Common Planning Time. The School will ensure common planning time, relating to classroom instruction, for all teaching staff and will advise Friends on a semi-annual basis, January 15<sup>th</sup> and June 15<sup>th</sup> as to the extent of common planning time for both teaching staff in the same grade and teaching staff as a whole.
8. Continuous Improvement. The School agrees that accountability is a continuous improvement process. Accordingly, the School will develop and implement a continuous improvement plan and review it at least annually. The School will provide Friends a copy of its continuous improvement plan, which must be included in its annual report, no later than August 1<sup>st</sup> of each school year.

(b) Site-visits. Friends may engage in scheduled and unscheduled site-visits in the course of the academic years. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. Friends may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by Friends, but Friends shall perform at least one site visit in each school year.

(c) Remediation.

1. School Initiated. If the School fails to achieve academic goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to Friends for review and comment prior to adoption and implementation.
2. Friends Initiated. If the School fails to achieve academic goals, financial performance, comply with Applicable Law, or other requirements, Friends shall provide the following notices, as applicable.
  - (a) Notice to School Leader or Board Chair. Friends shall notify the school leader or board chair of area(s) of concern for correction. Friends may specify a target date for correction.
  - (b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if the situation involves an urgent concern, Friends will formally notify the school board of the area(s) of concern for correction and may ask the school board to adopt a specific

performance improvement plan. If Friends requires the School Board to retain a third-party investigation, the third party investigator must be acceptable to Friends and the School Board shall authorize such investigator to provide status reports to and communicate with Friends. Friends shall specify a target date for correction which may, if circumstances warrant, be amended.

- (c) Notice to School Board of Charter Revocation/Termination. Friends initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the number of days required by Minn. Stat. 120A.41 and shall notify Friends by each July 1<sup>st</sup> of the number of instructional days for that school year.

Section 6.9. Finance, Reporting and Compliance.

- (a) To Friends. The School will furnish Friends with monthly financial reports, no later than the 20<sup>th</sup> of the month for the prior month, unless a different frequency is agreed to in writing by Friends. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or Friends, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School will execute a release to enable Friends to discuss the school's financial matters with both its external auditor and accounting service provider if any. The school will submit the release to Friends no later than September 1st of each school year.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law. The School will submit to Friends a draft budget for the following school year by May 1<sup>st</sup>.

By June 15th of each year, the School Board shall submit to Friends a copy of its final budget for the following school year. The budget must detail budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10)

business days after School Board approval, revisions or amendments to the School's budget shall be submitted to Friends.

- (b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. Accounting Standards. The School shall at all times comply with generally accepted public sector accounting principles, generally accepted standards of fiscal management, and accounting system requirements that comply with Department of Education requirements.

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. By December 15th of each year, the School shall submit two (2) copies of the annual financial statement audit and auditor's management letters, for the school year ending the previous June 30<sup>th</sup> to Friends. By January 1st of each year, the School Board shall provide to Friends a copy of any responses to auditor's management letters. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and or the Legislative Auditor.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The School will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the School is for the benefit of Friends. The School will not include fundraising/non-government grants or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.14. Annual Reports. The School will submit its state required annual report to Friends no later than seven days before it is due to the Department of Education, and if the Department of Education does not specify a due date, no later than October 1<sup>st</sup> for immediately preceding school year ending June 30th. The annual report shall be approved by the School Board prior to the submission to Friends and will include such information as Friends may require, including an analysis of its School enrollment, student attrition; governance and management; staffing; finances; academic performance; operational performance; innovative practices and implementation; future plans; documentation regarding implementation of the professional development plans of school leaders, any individuals performing supervisory or instructional leadership duties and teachers; fiscal performance; compliance with Applicable Law; and compliance with Department of Education reporting requirements.

Section 6.15. Authorization of Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of Friends for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Relations Act (PELRA), Minnesota Statutes Chapter 179A, as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the School and who reside in the district in which the School is located; otherwise, transportation will be provided by the district in which the School is located. In providing transportation either through the district or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to Friends within five (5) days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify Friends of any resignations or additions to its School Board within ten (10) days of such change. The School agrees to obtain background checks, at the School's or the individual's expense whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board and provide copies of the background check(s) to Friends within ten (10) days of receipt. In addition, the School agrees to furnish Friends minutes of the Board's meetings at such time as the minutes are distributed to the School Board. The School further agrees to notify Friends of the School Board regular meeting schedule at least twenty (20) days in advance of meeting dates and at the same time as notice if provided to board members for special and emergency meetings.

Section 6.21. Additional Reporting Obligations.

- (a) Teacher Licensure. The School will advise Friends by September 15th of each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught. The School will advise Friends of any changes to its teaching staff within ten (10) days of such change.
- (b) Enrollment. The School will advise Friends of its enrollment daily for the first ten school days of each school year, then once weekly for the following four weeks, then once each on December 15th and on March 15th.

Section 6.22 Cooperation and Third Parties. The School agrees to cooperate with and assist Friends or its designee in providing the access, information, and data Friends requires at Friends' sole discretion in executing this Contract. The School understands and agrees that Friends may contract with a third party to perform any of Friends' oversight functions identified in this Article VI.

## **ARTICLE VII GENERAL PROHIBITIONS**

Section 7.1. Tuition Prohibited. The School shall not charge tuition. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law, including Minn. Stat 123B.34-123B. 39.

Section 7.2. Establishment of Religion Prohibited. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being home schooled.

Section 7.4. Open Admissions. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be re-enrolled for the next school year until formally withdrawn from the School.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, selection shall be by lottery except that the School shall provide enrollment preference to siblings of the School's enrolled students and to foster children of any of the School's enrolled student's parents. The School may provide enrollment preference for the children of the School's teachers.

**ARTICLE VIII**  
**COMPLIANCE WITH STATE AND FEDERAL LAWS**

Section 8.1. State Laws. The School shall comply with applicable state laws. Nothing in this Contract shall be deemed to apply any other state law to the School. Except as otherwise provided by the Charter School Act or this Contract, the School shall be exempt from all Minnesota Statutes and rules applicable to a school, school board, and school district unless the statute or rule is made specifically applicable to a charter school.

- (a) Students with Disabilities. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill excess special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district excess special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

The School acknowledges the provisions of Minnesota Statutes, Section 124D.10 Subd. 6(10) regarding the School's obligation to provide certain data to the Commissioner. At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further description of the financial parameters within which the School will operate to provide special education instruction and services to such children.

- (b) Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.
- (c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.

- (e) Student Discipline and Dismissal. The School shall comply with the Minnesota Student Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.56. The School Board shall provide to Friends its approved discipline policy and procedure consistent with the MPFDA within 120 days of the effective date of this Contract.
- (f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records.

## **ARTICLE IX AMENDMENT**

Section 9.1. Amendments. Friends and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory responsibilities of Friends as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations rights or remedies of either the School or Friends, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights or remedies of the School and Friends shall conform to and be carried out in accordance with the change in Applicable Law.

## **ARTICLE X CONTRACT REVOCATION/TERMINATION AND NONRENEWAL**

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract

may be revoked/terminated and need not be renewed by Friends upon a determination by Friends that one or more of the following has occurred:

- (a) Failure of the School to meet the requirements for student performance set forth in this Contract; or
- (b) Failure of the School to meet generally accepted standards of fiscal management; or
- (c) Failure of the School to comply with all Applicable Law.

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, Friends may revoke/terminate or not renew this Contract, upon a determination that one or more of the following has occurred:

- (a) The School is unable to pay its bills as they become due, is insolvent, or is bankrupt;
- (b) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year
- (c) The School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The School amends its Articles of Incorporation and/or Bylaws at any time without first obtaining Friends' written approval;
- (e) Friends discovers negligent, fraudulent or criminal conduct by any of the School's applicant(s), directors, officers, employees or agents in relation to the school's performance under this Contract; or
- (f) The School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to The Department of Education or Friends in connection with Friends' issuance of this Contract, or the School's reporting requirements under this Contract or Applicable Law; or
- (g) Other good cause shown.

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract. Friends' process for revoking/terminating or not renewing the Contract is as follows:

- (a) Notice of Intent to Revoke/Terminate or Not Renew. Friends, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice

of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing an informal hearing before Friends within fifteen (15) business days of receiving the notice.

- (b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with Friends. The School Board's failure to provide to Friends a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to Friends' proposed action.
- (c) Informal Hearing. Upon receiving a timely written request for an informal hearing, Friends shall give ten (10) business days notice to the School Board of the hearing date and time, and Friends shall conduct such hearing.
- (d) Plan of Correction. Friends shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If Friends determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, Friends shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, Friends is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew. Friends is not obligated to offer a Plan of Correction to the School.
- (e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. Friends may withdraw its notice of intent to revoke/terminate or not renew if Friends determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.

- (f) Effective Date of Revocation/Termination or Nonrenewal. If Friends decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of Friends' act of revocation/termination or nonrenewal, or at a later date as determined by Friends, such date specified by Friends in its determination of revocation/termination or nonrenewal. Friends must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or nonrenewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Applicable Law relating to dissolutions and Exhibit K.

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property which has been purchased by the School will remain its own. In the even of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to other charter schools authorized by Friends and if no Friend's School wants such property, then to any other Minnesota Charter School. Any remaining property will then will be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos and other materials or apparatus which have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's academic plan and curriculum; the School will ensure that its employment agreement with its employees document that such property is School property.

## **ARTICLE XI ADDITIONAL PROVISIONS**

Section 11.1. Contract Renewal. By September 1<sup>st</sup> of the school year in which this contract terminates, the School submit an application to Friends which shall contain three parts: (1) School Performance. An analysis and evaluation of the School's performance under this contract, which shall include a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of governance performance, compliance with reporting obligations, and fiscal management, (2) Proposed Goals. A proposal for goals for the following contract period, and (3) Other Information. Any other information

the School desires Friends to consider. The School agrees to provide to Friends documentation supporting the School's evaluation if requested by Friends.

Friends will notify the school within four weeks of receipt of the School's external audit (final, not draft) for the most recently completed fiscal year as to whether Friends intends to offer the School a renewal charter contract. If Friends offers a renewal contract, Friends will base the renewal term on the following conditions. A five-year term will be awarded only if warranted by school performance: the school has met or substantially met its academic pupil performance outcomes/goals, the school has no fiscal deficiencies, and the school has no operational compliance or governance deficiencies. A minimum of one year will be subtracted from the 5-year renewal period for each of the following.

- (a) Failure to substantially meet all academic Pupil performance outcomes/goals;
- (b) Fiscal deficiencies.
- (c) Operational compliance or governance deficiencies.

A significant deficiency in any area, multiple minor deficiencies in any area, or deficiencies in multiple areas, will result in a one-year probationary renewal contract; the School must demonstrate significant improvement in order to be granted a subsequent renewal.

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) insurance covering all of the School's real and personal property, whether owned or leased;
- (b) a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one million dollars (\$1,000,000) per occurrence and personal injury of one million dollars (\$1,000,000) per occurrence;
- (c) minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence;
- (d) workers' compensation insurance to include coverage A;
- (e) educational errors and omissions/professional liability or one million dollars (\$1,000,000) per occurrence; and
- (f) employee dishonesty insurance of five hundred thousand dollars (\$500,000).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School

may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to Friends, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide Friends or its designee copies of all insurance policies required by this Contract, if requested by Friends. Friends may periodically review the types and amounts of insurance coverages that the School secures.

The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department of Education may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School shall provide the Department of Education with any insurance information, as requested.

The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.

Section 11.3. School Lease. The School shall provide to Friends a copy of its lease, and any subsequent amendment(s), or deed for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to Friends any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (i) ensure that the School's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to Friends before the first day of classes, if requested by Friends.

Section 11.5. Legal Liabilities. Friends does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The parties acknowledge and agree that the Commissioner, Friends, members of the Board of Friends, and employees of Friends, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes Section 124D.10 Sub. (25), and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of Friends. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless Friends and its board members, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or

which are incurred as a result of the reliance of Friends upon information supplied by the School, or School Board and its agents or employees, which arise out of the failure of the School to perform its obligations under this Contract or which arise out of Friends' exercise of its obligation under Applicable Law and this Contract.

## **ARTICLE XII GENERAL TERMS**

Section 12.1. Term of Contract. This Contract shall be effective on the date of its issuance and shall remain in full force and effect for a period of five (5) academic years through the end of the 2014/2015 school year, and shall terminate on June 30, 2015, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to Friends:

Friends of Education  
Attn: R.E. Topoluk  
200 Lake Street East  
Wayzata, MN 55391

If to School:

to the attention of the School Board or School Board President/Chair at:

[School Name]  
[Address]

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to §9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between Friends and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or Friends.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of School and Friends. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.13. Non-agency. School is not an agent of Friends and Friends is not an agent of the School.

Section 12.14. Termination of Responsibilities. Except as provided in §12.15, upon termination or revocation of the Contract, Friends or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection with this Contract.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of Friends, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

As the designated representative of Friends, I hereby issue this Contract to the School on the date set forth:

DATE: June 30, 2010

FRIENDS OF EDUCATION

By: \_\_\_\_\_.

R.E. Topoluk

Its: Executive Director

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

By: \_\_\_\_\_  
[Name]

Title: Chair, Board of Directors, [Name of School]

## **IMPLEMENTATION OF PURPOSE/MISSION [NAME OF SCHOOL]**

The School's identified five statutory purposes and the methods it will use to achieve them are:

1. **Improve Pupil Learning:**  
To improve pupil learning, the School implements the core knowledge sequence, which has been demonstrated to improve student achievement.
2. **Increase Pupil Learning Opportunities:**  
To increase pupil learning opportunities, the School provides the core knowledge sequence in North Minneapolis which does not, as of the School's establishment or currently have any schools offering the core knowledge sequence academic program.
3. **Innovative Teaching Methods:**  
To encourage the use of innovative teaching methods, the School implements the core knowledge sequence which requires different and innovative teaching methods. The K-5 phase requires the teacher to focus on content using memorization techniques. The grade 6-8 phase requires the teacher to ask leading questions to stimulate students' critical thinking and arrive at valid conclusions. .
4. **Innovative Forms of Measuring Outcomes**  
The innovative forms of measuring outcomes the School will use include national assessments evaluated and approved by the Board.
5. **Create New Professional Opportunities for Teachers**  
The School will create new professional opportunities for teachers by requiring teachers to participate in professional training specific to the core knowledge sequence.

**ACADEMIC PROGRAM SUMMARY**  
**[NAME OF SCHOOL]**

1. 90% implementation of the core knowledge sequence in grades K – 8.
2. Implementation of Houghton Mifflin literacy.
3. Implementation of Direct Instruction.
4. Implementation of Saxon math.

Narrative:

The academic program is unique and provides increased learning opportunities for students, as no district schools in the area offer a similar program. In addition, the core knowledge sequence, direct instruction, and the Saxon math program are each research-based programs demonstrated to produced improved pupil learning.

## EDUCATIONAL GOALS [NAME OF SCHOOL]

The School agrees to the following outcomes. This Exhibit F has two pages.

“Continuously-enrolled” means students enrolled as of at least October 1<sup>st</sup> of the school year.

### Goal Target #1: Proficiency on State Assessment Tests (MCA-IIs)

*Goal #1A: Math:* For FY 2011, the percentage of all continuously-enrolled students at the School scoring at least proficient will be: 91%, 3<sup>rd</sup> grade; 87%, 4<sup>th</sup> grade; 83%, 5<sup>th</sup> through 8<sup>th</sup> grades. The number of continuously-enrolled students scoring at least proficient will increase 9% each year.

*Goal #1B: Reading:* For FY 2011, the percentage of all continuously-enrolled students at the School scoring at least proficient will be: 88%, 3<sup>rd</sup> grade; 87%, 4<sup>th</sup> grade; 88%, 5<sup>th</sup> & 6<sup>th</sup> grades; 86%, 7<sup>th</sup> grade; and 85%, 8<sup>th</sup> grade. The number of continuously-enrolled students scoring at least proficient will increase 7% each year.

*Goal #1C: Science:* For FY2011, 65% of all continuously-enrolled students at the school will score at least proficient. The number of continuously-enrolled students scoring at least proficient will increase 15% each year.

### Goal Target #2: Comparative Proficiency on State Assessment Tests (MCA-IIs)

*Goal 2A: District Comparison – For Each of Math, Reading, Science:* The School will demonstrate grade level and school wide proficiency rates which exceed the Minneapolis school district performance.

*Goal 2B: Traditional School Comparison —For Each of Math, Reading, Science:* The School will demonstrate grade-level and school-wide proficiency rates higher than [NAME OF COMPARISON SCHOOL], which is a traditional district school and which School and Friends have determined has similar demographic characteristics and grades as the School, according to the following schedule:

If the Traditional School Proficiency Rate is:	The Charter School's Proficiency Rate will be at least:
less than 51%	130% of the traditional school performance
between 51-75%	120% of the traditional school performance
greater than 75%	110% of the traditional school performance

### **Goal Target #3: Growth**

#### *Goal 3A: State Assessment (MCA-IIs)*

*Sub-Goal 3A(1): One-Year Growth Outcome for each Math & Reading:* The percentage of students achieving at least one year's growth (medium and high growth as determined by the MCA-II growth model) will be at least 70%.

*Sub-Goal 3A(2) – Growth Outcome for Nonproficient Students for each Math & Reading:* The percentage of nonproficient students achieving more than one year's growth (high growth as determined by the MCA-II growth model) will be at least 80%.

#### *Goal 3B: Nationally-Normed Assessment -- NWEA Measures of Academic Progress*

*Sub Goal #3B(1): Math RIT--* The rate of continuously enrolled students each year achieving targeted annual fall to spring RIT growth, according to the Achievement Status Report by NWEA, will be no less than the 75<sup>th</sup> percentile nationwide.

*Sub Goal #3B(2): Math Increase--* The number of continuously enrolled students achieving targeted RIT growth will increase 20% each year.

*Sub Goal 3B(3): Reading RIT --* The rate of continuously enrolled students each year achieving targeted annual fall to spring RIT growth, according to the Achievement Status Report by NWEA, will be no less than the 80<sup>th</sup> percentile nationwide.

*Sub Goal 3B(4): Reading Increase --* The number of continuously enrolled students achieving targeted RIT growth will increase 15% each year.

### **Goal Target #4: Achievement Gap**

The school-wide proficiency rate for students qualifying for free and reduced lunch will be within five percentage points of the school-wide proficiency rate for students not qualifying for free and reduced lunch.

### **Goal Target #5: Attendance**

The School will maintain at least a 95% student attendance rate.

### **Goal Target #6: Satisfaction**

*Goal #6A: Parent Satisfaction.* At least 85% of all parents returning the annual survey will indicate overall satisfaction with the School.

*Goal #6B: Staff Satisfaction.* At least 80% of all staff returning the annual survey will indicate overall satisfaction with the leadership at the School.

## **ADMISSION POLICIES & PROCEDURES** **[NAME OF SCHOOL]**

The School establishes the following admissions policy and procedures. This Exhibit G has two pages.

**POLICY STATEMENT: Admission to the School is open to all students, without regard to ability, race, religion, or any other factors.**

### **Admission and Enrollment Policy**

- (1) The Board establishes maximum enrollment by grade and publishes its admission and lottery policy each year.
- (2) The Board establishes the open enrollment period for each school year.
- (3) The School asks families of currently enrollment students regarding their intent for the following year's enrollment. Prior to the beginning of the open enrollment period, the School asks families to complete an "Intent to Return" form which will be used to provide assistance with the School's planning and management but will not be binding upon the student because all existing students have the right to return to the School regardless of whether or not or how the Intent to Return form is completed. The Board uses the Intent to Return forms as a guide to identify the number of seats available in any grade for the upcoming open enrollment period.
- (4) Parents and teachers are provided notice of the open enrollment period so that siblings of enrolled students and children of teachers may submit an application.
- (5) All enrollment applications received are date and time stamped.
- (6) All applications received during the open enrollment period are automatically accepted for enrollment unless more applications are received than the maximum enrollment establish by the Board for that grade. In this situation, all submitted applications for that grade will move to the lottery, except that siblings of enrolled students have first preference, followed by children of licensed teachers employed at the School who have secondary preference.
- (7) Siblings (who have submitted a timely application) of already enrolled students are enrolled if sufficient available seats exist in the grade. If the number of siblings exceeds available seats in any grade, a sibling lottery will be held. If all seats in the grade are filled by siblings, the lottery continues and establishes the sibling waiting list, which has preference over the teacher-children and general waiting lists.

- (8) Children of licensed teachers employed at the School, who submit an application by the end of the open enrollment period, are automatically enrolled provided all siblings of already enrolled students who submitted a timely application are enrolled, and provided there is available space in the grade. If the number of children of teachers exceeds the number of available seats in the grade (after all siblings of already enrolled students are admitted), a teacher-children lottery will be held to identify admitted students and establish the order of the teacher-children waiting list for that grade.
- (9) General Lottery: If the number of applications received during open enrollment exceeds available seats in any grade (and after siblings of enrolled students are already admitted or establish a sibling waiting list, and after children of licensed teachers employed at the School are already admitted or establish a teacher-children waiting list), the School will conduct a general lottery. All applications for such grade (excluding applications from siblings of already enrolled students and children of licensed teachers employed at the School which were previously admitted/subject to sibling and/or teacher-children lottery) received during the enrollment period will be included in the lottery. If a student is selected through the general lottery and that student has siblings in other grades also subject to a lottery, those siblings are automatically enrolled as long as seats remain available in the grade.
- (10) Once all seats in each grade are filled, the lottery continues and establishes the general waiting list for that grade in the order drawn, until all names are drawn.
- (11) Applications received after the open enrollment period expires are automatically accepted for enrollment if there are available seats in the grade, in the order received. If there are no available seats in the grade, applications received after the open enrollment period expires are added to the waiting list for that grade, in the order received.
- (12) The School conducts all lotteries through a method of random selection.

**General Admission Policies:**

- (1) Order of Admission: Siblings of Already Enrolled Students, then children of Licensed Teachers Employed at the School, then General Admissions.
- (2) No waiting list carry over from year to year: each waiting list is “redrawn” during each admission process each year.
- (3) Multiple births (twins, triplets, etc). Each student completes an application (not one application for the family). In a lottery situation, each student receives an individual number/lot in the lottery.

**GOVERNANCE AND MANAGEMENT PLAN**  
**[NAME OF SCHOOL]**

The School is operated by a School Board elected in accordance with its bylaws.

The School Board delegates the day-to-day management of the School to an administrator who is hired and supervised by the School Board.

The School Board employs and contracts with necessary teachers, as defined by Minn. Stat. 122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School are treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

The School Board employs necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

The School Board may discharge teachers and non-licensed employees.

The School Board decides matters relating to operations of the School including, but not limited to, budgeting, curriculum, and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board.

**STRATEGIC PLAN:** The School Board shall adopt a strategic plan before July 1, 2011, and shall review it annually. As part of its strategic plan, the School Board will adopt and implement a continuous academic improvement plan for the School.

**FINANCIAL PLAN & GOALS:** The School Board will implement a financial oversight and management plan to accomplish the following goals each year:

- (1) External Audit: The School's External Audits will contain:
  - No material weaknesses
  - No significant deficiencies
  - No more than two other deficiencies
- (2) Fund Balance: Maintain a minimum 20% fund balance.

## **ADMINISTRATION AND OPERATIONS PLAN NEW MILLENNIUM ACADEMY**

### **Administrator:**

The Board hires an administrator who manages the day-to-day operations of the School. Responsibilities include: (1) implementing the mission and philosophy of the School; (2) Maintaining the academic integrity of the school; (3) Managing the operations of the School, faculty, and staff; (4) Ensuring the curriculum furthers the mission of the School; (5) Observing the classrooms and coaching the teachers; and (5) supervising students.

The administrator is an intellectual and a leader. The administrator ensures that the culture and mission of the School are clear to all stakeholders. The administrator also facilitates development of the School's culture. The administrator reports to the Board.

### **Faculty:**

The faculty teaches the core knowledge sequence as set forth and approved by the Board of Directors. Multiple classes in any grade will follow the same curriculum map to ensure consistency from class to class and consistent expectations. Any deviation from the approved curriculum must be approved by the Board. The faculty reports to the administrator.

### **Business Manager:**

The business manager is responsible for all financial matters at the School. The business manager has a strong background in school finance and reporting and oversees the budget and preparation of necessary reports. The Business Manager reports to the Board.

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**MISSOURI CHARTER SCHOOL SPONSOR  
MODEL CHARTER AGREEMENT**

This Agreement constitutes a Charter School Contract (the “Charter”) executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between \_\_\_\_\_, located at [ADDRESS] (the “Sponsor”) and \_\_\_\_\_, a Missouri nonprofit corporation located at [ADDRESS] (the “Charter School” or the “School”). The Sponsor and the Charter School are referred to collectively as the “Parties.”

**RECITALS**

WHEREAS, the Missouri legislature has authorized the establishment of public charter schools

in a metropolitan school district or in an urban school district containing most or all of a city with a population greater than three hundred fifty thousand inhabitants; and

WHEREAS, the Sponsor has the authority to sponsor charter schools pursuant to section 160.400.2 RSMo; and

WHEREAS, the Charter School is an independent public school; and

WHEREAS, the Charter School is a nonprofit corporation, organized under chapter 355, RSMo; and

WHEREAS, the Charter School will operate within a district that meets the requirements of section 160.400.2 RSMo; and

WHEREAS, on \_\_\_\_\_, 20\_\_, the Sponsor approved the proposed charter as set forth in Exhibit \_\_ (“Charter Application”).

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of the Charter School.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and the Charter School agree as follows:

**Part I: Establishment of the Charter School****1.1 Parties.**

- 1.1.1 This Charter is entered into between \_\_\_\_\_ and its governing board (the “Charter School”) and \_\_\_\_\_ (the “Sponsor”).
- 1.1.2 The person authorized to sign on behalf of the Charter School is the President of the governing board (“Charter School Representative”).
- 1.1.3 The person authorized to sign on behalf of the Sponsor is the \_\_\_\_\_ [Title].
- 1.1.4 The Charter School Representative affirms as a condition of this Charter, that he/she is the above-described representative of the Charter School and has authority to sign this Charter on behalf of the Charter School.
- 1.1.5 The Charter School shall be operated as a non-profit public benefit corporation formed and organized pursuant to Chapter 355, RSMo, section 355.025, and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Charter.
- 1.1.6 The Charter School certifies that all contracts obligating the charter school have been and will be undertaken by the Charter School as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for revocation of the Charter.
- 1.1.7 No material amendment to this Charter shall be valid without the approval of the governing board of the Charter School and of the Board of Directors of the Sponsor.
- 1.1.8 **Charter School Governing Board.**
  - 1.1.8.1 The Charter School’s governing board members shall be treated as if they were regularly and duly elected members of school boards in any public school district in the state for purposes of liability for acts while in office.
  - 1.1.8.2 The Charter School affirms, as a condition of this Charter, that the Charter School’s governing board members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.
  - 1.1.8.3 The Charter School shall complete a criminal background check and a child abuse registry check for each prospective board member as a condition of nomination to the governing board. Upon completion of such checks, the Charter School shall promptly notify the Sponsor of the results.
  - 1.1.8.4 No member of the governing board shall hold any office or employment from the board or the Charter School while serving as a governing board member.
  - 1.1.8.5 No member of the governing board shall have any substantial interest, as defined in section 105.450, RSMo, in any entity employed by or contracting with the board.
  - 1.1.8.6 No member of the governing board shall be an employee of a company that provides substantial services to the Charter School.

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- 1.1.8.7 The Charter School affirms, as a condition of this Charter, that it will adhere to a duly adopted conflict of interest policy, including provisions related to nepotism and consistent with the provisions of this section and of applicable law.
- 1.1.8.8 On or before the first day of the Charter School's fiscal year, the School shall provide the Sponsor a current list of directors and officers including their business addresses.
- 1.1.8.9 Notwithstanding the foregoing subsection, the Charter School shall provide the Sponsor immediate notice of any change in the composition of the Charter School's governing board directors or officers including the name, business address and resume of any new directors and officers.

**1.2 Location**

- 1.2.1 The Charter School shall provide educational services, including delivery of instruction, at the following Location:

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- 1.2.2 Any change in the Location shall constitute a material change to this Charter and shall require advance written Notification to the Sponsor.
- 1.2.3 The Charter School shall not operate in more than one location without the prior approval of the Sponsor.
- 1.2.4 The Location of the Charter School must at all times meet the requirements of section 160.400.2, RSMo.

**1.3 Facilities**

- 1.3.1 The building(s) in which the Charter School is to be located shall be known as the Charter School's Facilities (the "Facilities").
- 1.3.2 The Sponsor or its designee may, at the Sponsor's discretion, conduct a health and safety inspection of the proposed Facilities.
- 1.3.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment.
- 1.3.4 All Facilities shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools.
- 1.3.5 The Charter School's relocation to different Facilities shall constitute a material change to this Charter and shall be subject to the following conditions:
- Notification to the Sponsor;

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- Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy;
  - Evidence that the Facilities meet applicable health, safety and fire code requirements; and
  - Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.
- 1.3.6 Pursuant to the Pre-Opening Requirements set out in the Monitoring Plan (Exhibit \_\_, “Pre-Opening Requirements”), the Charter School shall provide the Sponsor with a written, signed copy of the lease, purchase agreement and/or other such facilities agreement (the “Facilities Agreement”) for the primary facilities and any ancillary facilities identified by the Charter School and such certificates and permissions as are necessary to operate the Charter School in the proposed Facilities for at least the first year of the School’s operation.
- 1.3.7 In the event that an adequate Facilities Agreement and/or necessary certificates and permits are not in place by the date established in the Pre-Opening Requirements, the Charter School may not provide instruction at the Facilities. In such event, the Sponsor reserves the right to enforce any of the consequences for failure to meet Pre-Opening Requirements including prohibiting the Charter School from commencing instruction until the start of the succeeding school year. Notwithstanding the immediately foregoing, the Sponsor may waive or modify the restrictions contained therein upon good cause shown.
- 1.4 **Pre-Opening.** Failure to timely fulfill any material term of the Pre-Opening Requirements shall be considered a breach of material compliance with the Charter pursuant to sections 160.405.7 and 160.405.8, RSMo, and shall be grounds for Sponsor intervention. Notwithstanding the immediately foregoing, the Sponsor may waive or modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.
- 1.5 **Closure.** In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the Charter, the Charter School shall comply with the Sponsor’s school closure requirements.

## **2. Part II: School Operation**

- 2.1 **Mission Statement.** The Charter School’s Mission Statement shall be as presented in the approved application. Any change to that Mission Statement shall be a material amendment to this Charter and subject to Sponsor approval.
- 2.2 **Term of the Charter.** The Term of this Charter shall be \_\_ years.
- 2.3 **Purpose.** The Charter School is intended to operate consistent with the terms of this Charter and applicable law; be governed and managed in a financially prudent manner; and achieve the pupil outcomes set out in this Charter.

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2.4 **Renewal.** This Charter shall be renewable. The Sponsor shall make renewal decisions consistent with the performance indicators set out in the Monitoring Plan including but not limited to DESE-established accountability requirements and consequences.

2.5 **Age; Grade Range; Number of Students.** The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Charter Application.

2.5.1 Enrollment projections for the Charter School shall be as follows:

Charter Year	Academic Year	Grades Served	Projected # of Students
E.g., Year 1	2009-10	6 through 8	150

2.5.2 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns provided such modifications are otherwise consistent with this Charter.

2.5.3 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not contemplated in the Charter Application shall be material changes to the terms of this Charter and shall require prior written authorization from the Sponsor.

2.5.4 Commencing or continuing instruction where the total number of students enrolled is less than ten percent (10%) of the projected enrollment or the total enrollment of the Charter School is fewer than **# ( )** students, whichever number is greater, shall be a material change to the terms of this Charter and shall require prior written approval from the Sponsor. The Sponsor’s approval of increases or decreases in student enrollment will be based on the Charter School’s ability to demonstrate that such material changes in enrollment will not compromise the fiscal and educational integrity of the Charter School.

2.6 **Student Recruitment and Enrollment.** Enrollment in the Charter School shall be conducted consistent with a plan to be approved by the Sponsor as part of the Pre-Opening Requirements.

2.6.1 The Charter School shall submit projected, current, and final student enrollment information in accordance with the Sponsor’s financial and attendance reporting requirements.

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2.6.2 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services.

2.7 **Volunteer Requirements.** Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances.

2.8 **School Calendar; Hours of Operation.** The days and hours of operation of the charter School shall not be materially less (defined here as more than ten percent (10%) less total time) than those set forth in the Charter. In no event shall the days and hours of operation fail to meet minimum requirements established pursuant to section 160.011, RSMo.

2.9 **Admissions and Enrollment.** The Charter School shall adhere to the following admissions and enrollment requirements:

2.9.1 Admit and enroll all pupils resident in the district in which it operates, contingent on available capacity. [*applicable in St. Louis and Kansas City*]

2.9.2 Admit and enroll nonresident pupils eligible to attend a district's school under an urban voluntary transfer program. [*applicable for St. Louis charter schools, only*]

2.9.3 If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall implement a random admissions policy as presented in the Charter Application or otherwise approved by the Sponsor subject to the exceptions presented in the following subsection.

2.10 **Admissions and Enrollment Preferences.** The Charter School may establish Admissions and Enrollment Preferences consistent with this part provided that such preferences must be clearly presented in the Charter Application or must be otherwise approved in writing by the Sponsor.

2.10.1 The Charter School may limit admission to pupils according to given age group(s) or grade level(s).

2.10.2 The Charter School may give preference for admission of children whose siblings attend the School provided the sibling is eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

2.10.3 The Charter School may give preference for children whose parents are employed at the School provided the children are eligible to attend pursuant to section 160.410(1) and/or (2) RSMo.

2.10.4 The Charter School may establish a geographical area around the school whose residents will receive a preference for enrolling in the school, provided that such preferences do not result in the establishment of racially or socioeconomically isolated schools and provided such preferences conform to policies and guidelines established by the state board of education.

- 2.10.5 If the Charter School is a workplace charter as defined in section 160.400.3, RSMo, the School may give preference for admission to children of a parent employed by the School provided the children are eligible to attend pursuant to section 160.410 (1) and/or (2), RSMo. *[applicable for St. Louis charter schools, only]*.
- 2.10.6 In no event may the Charter School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language.
- 2.11 **Attendance.** The Charter School shall maintain contemporaneous records to document pupil attendance and shall make such records available for inspection at the Sponsor's request, including for the annual audit.
- 2.12 **Student Conduct and Discipline.** The Charter School shall adopt and adhere to a student Discipline Policy that satisfies the applicable requirements of section 160.261, RSMo. Adoption of a satisfactory policy shall be a pre-condition of opening consistent with the Pre-Opening Requirements of the Monitoring Plan.
- 2.13 The Charter School shall comply with all applicable state and federal laws related to student discipline, including due process provisions, and shall comply with the student suspension and expulsion procedures in the Charter Application.
- 2.14 **Performance Expectations.** Before the end of the first year of the Charter School's operation, the Sponsor shall -- based on state accountability systems, the Sponsor's performance expectations, and the educational goals and objectives set out in the Charter Application -- finalize the performance indicators contained in the Monitoring Plan.
- 2.14.1 The Sponsor shall provide the Charter School a reasonable opportunity to incorporate school-specific performance measures provided that any such measures shall be demonstrably related to the School's mission and shall meet the Sponsor's expectations for rigor, validity and reliability.
- 2.14.2 The Monitoring Plan shall be the basis for the Sponsor's evaluation of Charter School performance.
- 2.15 **Governance.**
- 2.15.1 The governing board of the Charter School is responsible for complying with and carrying out the provisions of this Charter, including compliance with applicable law and regulation and all reporting requirements.
- 2.15.2 The Charter School's governing board shall operate in accordance with the bylaws contained in the Charter Application, as approved.
- 2.15.3 The Charter School shall adhere to the method for election of officers contained in the Charter Application, as approved and consistent with section 355.326, RSMo.

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- 2.15.4 The governing board shall adopt and adhere to a formal conflict of interest policy that is consistent with applicable law and the Sponsor's policy. A violation of such policy shall constitute a serious breach of this Charter pursuant to section 160.405 7.(1), RSMo.
- 2.15.5 The Charter School shall maintain governing board-adopted policies, meeting agendas and minutes; shall make such documents available for public inspection, and shall otherwise conduct open meetings consistent with the requirements of sections 610.010 to 610.030, RSMo.
- 2.16 **Comprehensive Management.** Should the Charter School intend to enter into an agreement with another entity for comprehensive management services, the following provisions shall apply:
- 2.16.1 The comprehensive management company or other comprehensive educational service provider, as the entity that is operating the Charter School, shall be considered a quasi-public governmental body pursuant to section 610.010(f), RSMo, and shall be subject to the provisions of sections 610.010 to 610.035, RSMo.
- 2.16.2 The Charter School shall comply with all Sponsor requests for information about the management agreement that are reasonably related to the Sponsor's duty to ensure that the Charter School is in compliance with all provisions of this Charter and sections 160.400 to 160.420 and 167.349, RSMo.
- 2.16.3 In no event shall the governing board of the Charter School delegate or assign its responsibility for fulfilling the terms of this Charter.
- 2.16.4 The termination or change of a comprehensive management company shall constitute a material change to the terms of the Charter and shall be subject to prior written authorization from the Sponsor.
- 2.17 **Employment.**
- 2.17.1 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees.
- 2.18 **Employee Certification.**
- 2.18.1 The Charter School may employ non-certificated personnel provided that
- 2.18.1.1 no more than twenty percent (20%) of the full-time equivalent instructional staff positions are filled by non-certificated personnel; and
- 2.18.1.2 all non-certificated instructional personnel are supervised by certificated instructional personnel.
- 2.18.2 The Charter School shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties of the employee. For non-certificated instructional personnel, appropriate experience, training and skills shall be determined according to the criteria set forth in section 160.420.2, RSMo.
- 2.18.3 The Charter School may not employ instructional personnel whose certificate of license to teach has been revoked or is currently suspended by the state board of education.

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- 2.18.4 The Charter School shall maintain copies of individual employment contracts on file at the School. Such files shall be subject to periodic inspection by the Sponsor.
- 2.18.5 **Criminal History Review.**
- 2.18.5.1 Any person directly or indirectly employed by the Charter School including contractors and subcontractors who perform work at the Charter School must provide verification of criminal clearance for any crime punishable as a felony or any crime related to theft or the misappropriation of funds.
- 2.18.5.2 Charter School shall conduct criminal background checks of all employees. The criminal records summaries shall include a fingerprint check, a simultaneous FBI check, and a child abuse registry check.
- 2.18.5.3 No person who has been convicted of or has pleaded nolo contendere to a crime punishable as a felony shall be hired by the Charter School for a position of supervisory or disciplinary authority over school children unless approved in writing by the Sponsor. For the purposes of this subsection, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with the School to provide such services shall be considered to be in a position of supervisory authority over school children.
- 2.18.5.4 No member of the governing board or person employed or otherwise associated with the Charter School who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds unless approved in writing by the Sponsor.
- 2.19 **Student Welfare and Safety.** The Charter School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.
- 2.20 **Non Discrimination.**
- 2.20.1 The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- 2.20.2 The Charter School shall abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
- 2.20.3 Any act of discrimination committed by the Charter School or its agents, or failure to comply with its Charter obligations shall be a serious breach of this Charter and shall be grounds for revocation.

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- 2.21 **Health & Safety.** The Charter School shall comply with laws and regulations of the state, county, or city relating to health and safety, including the requirements relating to notification of criminal conduct to law enforcement authorities under sections 167.115 through 167.117, RSMo.
- 2.22 **Services Agreements and Partnerships.**
- 2.22.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into contracts or other agreements with a school district, community partnership, state agency, or other entity for services related to the operation of the school consistent with sections 160.415.6 and 160.415.7, RSMo.
- 2.22.1.1 The terms of such contracts for services shall be negotiated between the School and the local school board or other entity.
- 2.22.1.2 Such contracts for services shall, at all times, be subject to the requirements of this Charter.
- 2.22.1.3 In the event that a contract for services under this subsection constitutes an agreement for comprehensive management, such agreement shall be subject to the requirements of subsection 2.16 of this Charter (“Comprehensive Management”).
- 2.23 **Transportation.** The Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved application.
- 2.24 **Public Inspection.** The Charter School shall make available for public inspection, and provide upon request to a parent, guardian, or other custodian of any school-age pupil resident in the district in which the school is located the following information:
- 2.24.1 This Charter, including all Exhibits and Attachments.
- 2.24.2 The Charter Application (as approved by the Sponsor).
- 2.24.3 The School’s most recent annual report card published according to section 160.522, RSMo.
- 2.24.4 The results of background checks on the members of the governing board.
- 2.25 The Charter School may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo, for furnishing copies of documents for Public Inspection.
- 2.26 **Exemptions.** Except as provided in sections 160.400 to 160.420, RSMo., and as provided in this Charter, the Charter School shall be exempt from all laws and rules relating to schools, governing boards and school districts.

**3. Part III: Educational Program**

- 3.1 **Assessment of Student Performance.** The Charter School shall implement the plan for assessment of student performance and administration of statewide assessments consistent with the laws and regulations of the state, as specified by the state board of education, for academic assessment under section 160.518, RSMo.

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- 3.1.1 At a minimum, the Charter School shall administer the following statewide performance assessments or subsequently adopted equivalent:  
Missouri Assessment Program (grades three through eight)  
End of Course Assessments, 2009 Operational: Biology, Algebra and Communication Arts.  
End of Course Assessments, 2010 Operational: English II, Algebra II, Geometry, Integrated Math II, Integrated Math III, Government, English I, and American History.
- 3.1.2 The Charter School shall certify annually that students have participated in the state assessment program pursuant to section 160.518, RSMo.
- 3.2 Educational Program and Curriculum.** The Charter School shall implement an educational program and curriculum consistent with the program and curriculum presented in the Charter Application.
- 3.2.1 The Charter School may revise and amend the educational program and curriculum at its discretion and without requiring approval from the Sponsor or amendment to this Charter provided that such revisions or amendments do not indicate a material change to the school's mission or its pupil performance standards.
- 3.2.2 Material revisions and/or amendments to the educational program and/or curriculum shall require the Sponsor's approval.
- 3.3 Special Education.** The Charter School shall ensure that the needs of children with disabilities are met in compliance with applicable federal and state laws.
- 3.3.1 The Charter School shall be designated a local education agency (LEA) for purposes of meeting special education requirements pursuant to the Individuals with Disabilities Education Act (IDEA).
- 3.3.2 The Charter School shall annually submit to DESE a local compliance plan that indicates how a free and appropriate public education will be provided to children with disabilities. The Charter School shall comply with the local compliance plan, the state plan, and state and federal laws and federal regulations. The Charter School may use the state standards and indicators manual for guidance in establishing and implementing the special education program.
- 3.3.3 The Charter School may provide special services pursuant to a contract with a school district or any provider of such services.
- 3.4 English Language Learners.** The Charter School shall be responsible for meeting the needs of English language learners in compliance with Missouri and Federal law, including any Federal court decisions applicable to children of the district in which the Charter School is located.
- 3.5 Student Conduct and Discipline.** The Charter School shall comply with laws and regulations of the state, county, or city relating to minimum educational standards as specified by the state board of education, including the requirements relating to student discipline under sections 160.261, 167.161, 167.164, and 167.171, RSMo.

**3.6 School Records and Reporting.** The Charter School shall comply with applicable federal and state (as specified by the state board of education) laws and regulations for maintenance and transmittal of school records including as provided for under section 167.020.7, RSMo, the Missouri Public School Record Retention Schedule, and the Federal Family Educational Rights and Privacy Act (FERPA).

**3.7 School Calendar; Hours of Operation.** The Charter School shall comply with laws and regulations of the state, as specified by the state board of education, for the minimum number of school days and hours required under section 160.041, RSMo.

#### **4. Part IV: Charter School Finance**

**4.1 Fiscal Year.** The Charter School shall operate on a fiscal year that begins on July 1 and ends on June 30.

##### **4.2 State School Aid: Charter School Duties.**

**4.2.1** For purposes of calculation and distribution of state school aid, pupils enrolled in the Charter School shall be included in the pupil enrollment of the school district within which each pupil resides.

**4.2.2** The Charter School shall report the names, addresses, and eligibility for free and reduced lunch, special education, transportation and/or limited English proficiency status of pupils enrolled at the Charter School to the Sponsor in accordance with the Monitoring Plan.

**4.2.3** The Charter School shall report the names, addresses, and eligibility for free and reduced lunch, special education, transportation and/or limited English proficiency status of pupils enrolled at the Charter School to the school district in which those pupils reside in accordance with the Monitoring Plan.

**4.2.4** In accordance with the Department of Elementary and Secondary Education's (DESE's) Missouri Student Information System ("MOSIS") reporting guidelines, the Charter School shall report the average daily attendance data ("ADA"), free and reduced lunch count, special education pupil count, and limited English proficiency pupil count to DESE.

**4.2.5** When a student discontinues enrollment at the Charter School, the School shall promptly notify the Sponsor and DESE. Prompt updates to MOSIS or a successor information system shall constitute compliance with the requirements of this paragraph.

**4.2.6** If at the end of the fiscal year the Charter School has received overpayment for that year, the School shall be responsible for making repayment through one or more payment adjustments that DESE shall make in the subsequent fiscal year.

##### **4.3 State School Aid.**

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- 4.3.1 On or about the 21<sup>st</sup> of each month, the Charter School shall receive a state school aid payment.
- 4.3.2 State school aid payments shall be based on the Charter School's current year weighted ADA.

**4.4 School Funding: Eligibility and Calculation.**

- 4.4.1 The Charter School is entitled to receive from each school district having one or more resident pupils attending the Charter School an annual amount equal to the product of the Charter School's weighted ADA and the state adequacy target, multiplied by the dollar value modifier for the district, plus local tax revenues per weighted average daily attendance from the incidental and teachers' funds in excess of the performance levy as defined in section 163.011, RSMo plus all other state aid attributable to such pupils. [*Applies only to eligible transfers to St. Louis charter schools from other districts*]
- 4.4.2 In addition to the funds identified in the foregoing subsection, the Charter School is entitled to receive from the district of residence of a pupil attending the Charter School any other federal or state aid that the district receives on account of that child.
- 4.4.3 In the case of partial year enrollment of a pupil, the Charter School shall be entitled to state school aid in prorated amounts.
- 4.4.4 State School Aid: *Alternate to 4.3 for schools that declare themselves to be LEAs.*
- 4.4.4.1 The Charter School is entitled to receive directly from DESE an annual amount equal to the product of the charter school's weighted average daily attendance and the state adequacy target, multiplied by the dollar value modifier for the district, plus local tax revenues per weighted average daily attendance from the incidental and teachers funds in excess of the performance levy as defined in section 163.011, RSMo, plus all other state aid attributable to such pupils.
- 4.4.5 The Charter School shall be eligible for transportation state aid pursuant to section 163.161, RSMo.
- 4.4.6 The Charter School shall be eligible for a proportionate share of state and federal resources generated by students with disabilities or staff serving them.
- 4.4.7 The Charter School shall be eligible for a proportionate share of money generated under other federal or state categorical aid programs to the extent the School serves students eligible for such aid.

**4.5 Tuition and Fees.**

- 4.5.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment.
- 4.5.2 The Charter School shall not impose any fees that a school district would be prohibited from imposing.
- 4.5.3 Nothing in this section shall be interpreted to prohibit a Charter School from imposing fees that a school district would be permitted to impose.

**DRAFT: NOT FOR DISTRIBUTION****4.6 Debt.**

- 4.6.1 The Charter School is authorized to incur debt in anticipation of receipt of funds including borrowing to finance facilities and other capital items provided that such incursion of debt or borrowing include a satisfactory plan for repayment.
- 4.6.2 Any new incursion of debt or borrowing in excess of \$\_\_\_\_\_ shall constitute a material amendment to this charter requiring prior Sponsor approval based on the Charter School's demonstration of a satisfactory plan for repayment.
- 4.6.3 In the event of dissolution of the Charter School, any liabilities of the School shall be satisfied in accordance with the Sponsor's closure procedures and the procedures provided for in chapter 355, RSMo.

**4.7 Grants, Gifts and Donations.** Nothing in this Charter shall be interpreted to prevent the governing board of the Charter School from accepting grants, gifts or donations of any kind and to expend or use such grants, gifts or donations provided that any such grants, gifts or donations not be subject to a condition that is contrary to this Charter or any applicable law.

**4.8 Financial Accounting and Reporting.** The Charter School shall timely submit to the Sponsor and DESE all accounting and reporting in accordance with the Monitoring Plan.

- 4.8.1 The Charter School shall adhere to practices that are consistent with the Missouri financial accounting manual.
- 4.8.2 All required Charter School accounting and reports shall be submitted to the Sponsor in a format compatible with Generally Accepted Accounting Principles ("GAAP").
- 4.8.3 The Charter School shall submit to DESE an Annual Secretary of the Board report ("ASBR") on or before August 15.

**4.9 Financial Audit.** The Charter School shall conduct an annual Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audit").

- 4.9.1 The Financial Audit shall be conducted consistent with the Monitoring Plan including, but not limited to, (1) an audit of the accuracy of the Charter School's financial statements, (2) an audit of the Charter School's attendance accounting and revenue claims practices, and (3) an audit of the Charter School's internal control practices.
- 4.9.2 The auditor conducting the Financial Audit shall be a licensed certified public accountant.
- 4.9.3 The Financial Audit shall be completed and the report delivered to the Sponsor and DESE no later than October 31 following the conclusion of the fiscal year.
- 4.9.4 The Charter School shall publish Financial Audit results consistent with Chapter 165, RSMo.
- 4.9.5 The cost of the Financial Audit shall be borne by the Charter School.
- 4.9.6 In the event that the Charter School has local education agency ("LEA") status, the Financial Audit shall satisfy the requirements of the No Child Left Behind Act for audits of such agencies.
- 4.9.7 The Financial Audit shall comply with state board of education rule, 5 CSR 30-4.030

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- 4.10 **Financial Records.** All records of the Charter School are subject to inspection and production as required for fulfillment of the Sponsor's oversight duties. If the Charter is revoked, non-renewed or surrendered, or the Charter School otherwise ceases operations, the School shall manage all financial records consistent with the Sponsor's closure requirements.
- 4.11 **Assets.**
- 4.11.1 The Charter School shall maintain a complete and current inventory of all school property and shall update the inventory annually.
- 4.11.2 Any assets acquired by the Charter School are the property of the School for the duration of the Charter and any subsequent renewals.
- 4.11.3 The Charter School shall take reasonable precautions to safeguard assets acquired with public funds.
- 4.11.4 If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate,
- 4.11.4.1 any assets acquired in whole or in part with public funds shall be deemed to be public assets; and
- 4.11.4.2 any material assets acquired wholly with private funds shall be disposed of consistent with Missouri non profit law provided that the School must maintain records demonstrating that such assets have been acquired without the use of public funds; and
- 4.11.4.3 the Charter School shall manage all assets consistent with the requirements of the School Closure Protocol section of the Oversight Protocol.
- 4.11.5 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.11.6 As required by section 110.010.1, RSMo, and as recommended by the State Auditor's Performance Audit (2004-59), the Charter School shall insure funds not covered by federal insurance.
- 4.12 **Insurance and Surety.** The Charter School shall maintain at its sole cost and expense, without reimbursement, adequate policies in the areas of Comprehensive or Commercial General Liability; Worker's Compensation; Property Insurance to address business interruption and casualty needs including fire and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables; Comprehensive or Business Automobile Liability; Professional or Directors Liability to cover errors and omissions; and a surety bond for the chief financial officer of the School.
- 4.13 **Coverage Minimum.** For purposes of the foregoing insurance requirements, the following coverage shall be deemed adequate:
- 4.13.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School's employees, and employers' liability insurance with a minimum limit of \$[AMOUNT].

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- 4.13.2 Comprehensive General Liability insurance with a minimum combined single limit of \$[AMOUNT] each occurrence.
- 4.13.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$[AMOUNT] each occurrence with respect to the School's owned, hired or non-owned vehicles assigned to or used in performance of programs or services offered by the Charter School.
- 4.13.4 Property insurance for buildings used by the Charter School to fulfill the purposes of this Charter and any contents acquired by the School with public funds. The insurance obtained by the School shall provide the Sponsor with the ability to file a claim for any loss of property acquired with public funds.
- 4.13.5 Errors and Omissions Liability insurance shall conform to the following requirements:
- Cover the School for potential liability arising out of the rendering or failure to render professional services in the performance of the Charter, including all services related to financial management and indemnification.
  - Be subject to a maximum deductible not to exceed \$[AMOUNT] per claim.
  - Maintain minimum limits of no less than \$[AMOUNT] per claim/annual aggregate.
- The governing board of the Charter School may satisfy the requirements of this subsection by participating in the Missouri public entity risk management fund in the manner provided under sections 537.700 to 537.756, RSMo.
- 4.13.6 The chief financial officer of the School shall maintain a surety bond in amount of at least \$[AMOUNT].
- 4.13.7 Any and all policies of insurance maintained by the Charter School pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by the Sponsor and/or their respective officers, agents, employees and representatives. The Sponsor may specify that it be named as "separately insured."
- 4.13.8 The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Sponsor by the date(s) set out in the Pre-Opening Requirements section of the Oversight Protocol and shall provide updated copies annually prior to the first day of school.
- 4.14 **Sponsor Expenses.** The Sponsor shall be entitled to receive from the department of elementary and secondary education one and five-tenths percent (1.5%) of the amount of state and local funding allocated to the Charter School pursuant to section 160.415, RSMo., not to exceed one hundred twenty-five thousand dollars (\$125,000), adjusted for inflation.

**5. Part V: Sponsor-Charter School Relationship**

- 5.1 **Monitoring Plan.** The Sponsor shall base evaluation of the Charter School on the academic and operational performance indicators set out in the Performance section of the Charter School's Monitoring Plan. Those indicators shall include, but not be limited to, DESE-established accountability requirements and consequences.

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- 5.1.1 The Monitoring Plan may include school-specific performance goals to the extent such goals meet the Sponsor's expectations for rigor, validity and reliability.
- 5.1.2 The Sponsor shall evaluate the Charter School at least annually consistent with the standards and measures set out in the Monitoring Plan.
- 5.1.3 The Sponsor shall make renewal decisions based on the Charter School's performance in relation to the Monitoring Plan.

5.2 **Oversight.** The Sponsor shall have broad oversight authority over the Charter School and may, pursuant to section 160.405.8, RSMo, take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter and applicable law. The Sponsor's oversight of the Charter School shall include the following activities:

- 5.2.1 Pre-opening, oversight, intervention, revocation, renewal, and closure processes and procedures for the Charter School;
- 5.2.2 Monitoring the performance and compliance of the Charter School within the terms of this Charter and applicable laws, policies and regulations;
- 5.2.3 Ensuring Charter School compliance with reporting requirements;
- 5.2.4 Monitoring the educational, legal, fiscal and organizational condition of the Charter School; and
- 5.2.5 Providing guidance to the Charter School on compliance and other operational matters.

5.3 **Renewal.**

- 5.3.1 The Sponsor shall make renewal decisions consistent with the Sponsor's renewal decisionmaking procedures.
- 5.3.2 The Sponsor shall make renewal decisions based on the Charter School's performance in relation to the performance indicators set out in the Monitoring Plan.

5.4 **Intervention.** Consistent with any oversight practices set out in the Monitoring Plan, the Sponsor shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.

5.5 **Revocation.** The Sponsor may revoke this Charter at any time if the charter school commits a serious breach of one or more provisions of this Charter or on any of the following grounds:

- 5.5.1 Failure to meet academic performance standards as set forth in this Charter.
- 5.5.2 Failure to meet generally accepted standards of fiscal management.
- 5.5.3 Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.420 and 167.349, RSMo, within forty-five (45) days following receipt of written notice requesting such information.
- 5.5.4 Violation of law.

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- 5.6 **Reporting and Inspection.** All records established and maintained in accordance with the provisions of this Charter, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Sponsor or its designees.
- 5.6.1 The Charter School shall grant the Sponsor access to student data collected by DESE and available through MOSIS.
- 5.6.2 Upon request, the Charter School shall report and/or make available to the Sponsor any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student information.
- 5.6.3 Access shall include the authority to review and copy documents.
- 5.6.4 Except as otherwise provided in this Charter, the Sponsor shall use such information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student information acquired from the Charter School for any other purpose.
- 5.6.5 The Sponsor shall provide the Charter School reasonable notice and, to the extent feasible, a schedule of regular reporting requirements.
- 5.7 **Site Visits.** The Sponsor may, at its discretion, conduct announced or unannounced Site Visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of the Sponsor's oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; interviews and observations of the principal, Governing board, staff, school families, and community members; and/or observation of classroom instruction.
- 5.8 **Complaints.**
- 5.8.1 Any complaints or concerns received by the Sponsor about the Charter School or its operation, including but not limited to complaints filed with the Office for Civil Rights, Missouri Commission on Human Rights, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Sponsor to the Charter School.
- 5.8.1.1 To the extent that concerns or complaints received by the Sponsor about the Charter School may trigger Sponsor intervention, including revocation or non-renewal of the Charter, the Sponsor may monitor the Charter School's handling of such concerns or complaints. In such cases, the Sponsor may request and the Charter School shall provide information regarding the school's actions in responding to those concerns or complaints.
- 5.8.1.2 Within thirty (30) days of receipt of any documents, data and records provided by the Charter School pursuant to compliance with the terms of this Charter, the Sponsor shall notify the Charter School in writing of material problems, questions, concerns, and/or issues related to such documents, data, and reports.
- 5.8.2 The Charter School shall promptly forward to the Sponsor any formal complaints or concerns received by the Charter School including but not limited to complaints filed with the Office for Civil Rights, Missouri Commission on Human Rights, and Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the governing board of the Charter School.

- 5.9 **Reporting.** The Charter School shall timely provide to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations.
- 5.9.1 Student records may include but are not limited to emergency contact information, health and immunization data, class schedules, attendance summaries, disciplinary actions and academic performance standardized assessment results and documentation required pursuant to state and federal law.
- 5.9.2 The Sponsor shall endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, limiting requests to what is reasonably required for the Sponsor to fulfill its duties for oversight, accountability and reporting, and avoiding duplicative requests by accessing data collected by DESE through MOSIS.
- 5.10 **Dispute Resolution.** In the event of a dispute between the Charter School and the Sponsor regarding the terms of this Charter or any other issue regarding the relationship between the Charter School and the Sponsor, the Parties agree to implement the following Dispute Resolution Plan in good faith.
- 5.10.1 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).
- 5.10.2 Within thirty (30) days of sending written correspondence, or longer if both parties agree, the Charter School Representative and the Sponsor Representative, or their designees, shall confer in a good faith effort to resolve the dispute.
- 5.10.3 If the dispute has not been resolved following efforts to confer, the parties agree to identify a neutral, third-party mediator to assist in dispute resolution. The format of the third-party mediation process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Mediation costs shall be shared equally between the Charter School and the Sponsor. The finding(s) or recommendation(s) of any mediator shall be non-binding unless the governing authorities of the School and Sponsor agree jointly in writing to bind themselves.
- 5.10.4 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Charter School may exercise any legal rights and pursue any legal remedies that are available under applicable law.
- 5.10.5 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Sponsor may take any action it deems appropriate, consistent with its duty to ensure that the Charter School is in material compliance with this Charter and applicable law. Nothing in this section be construed to abridge or in any way limit the Sponsor's authority to revoke a Charter consistent with the requirements of section 160.405.7 RSMo.
- 5.11 **Notification.**
- 5.11.1 The Charter School shall notify the Sponsor immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter or applicable law.

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- 5.11.2 The Charter School shall notify the Sponsor immediately of any circumstance requiring the closure of the Charter School, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 5.11.3 The Charter School shall immediately notify the Sponsor of the arrest or charge of any members of the Charter School's governing board or of a Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter School's governing board or of any Charter School employee for child abuse.
- 5.11.4 The Charter School shall notify the Sponsor immediately of any change in its corporate status with the Missouri Secretary of State's Office.
- 5.11.5 The Charter School shall notify the Sponsor immediately of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 5.11.6 The Charter School shall notify the Sponsor immediately if at any time during the school year, the Charter School's enrollment decreases by ten percent (10%) or more compared to the most recent pupil count submitted to the Sponsor and/or DESE.

**6. Part VI: Contract Implementation.**

- 6.1 **Entire Agreement.** The Parties intend this Charter, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Charter. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter may be approved from time to time hereafter.
- 6.2 **Notice.** Any notice required or permitted under this Charter shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School:  
[NAME/ADDRESS]

In the case of the Sponsor:  
[NAME/ADDRESS]

**6.3 Indemnification and Disclaimer of Liability.**

- 6.3.1 The Parties acknowledge that the Charter School is not acting as the agent of, or under the direction and control of the Sponsor, except as required explicitly by law or this Charter, and that the Sponsor does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.

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- 6.3.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Sponsor to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Sponsor.
- 6.3.3 The Charter School shall defend, indemnify, and hold harmless the Sponsor and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Sponsor on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.
- 6.3.4 The Sponsor shall defend, indemnify, and hold harmless the Charter School and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Charter School on account of any action of the Sponsor, its employees, agents, or assigns. The provisions or limits of insurance required under this Charter shall not limit the liability of the Sponsor.
- 6.3.5 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee, or agent of the Sponsor.
- 6.3.6 The Sponsor shall not be liable for the debts or financial obligations of the Charter School.
- 6.3.7 The Charter School shall not be liable for the debts or financial obligations of the Sponsor.
- 6.4 **Waiver.** The failure of either Party to insist on strict performance of any term or condition of this Charter shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.5 **Assignment.** No right or interest in the this Charter may be assigned by anyone on behalf of the Charter School without prior written approval of the Sponsor and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Sponsor, which approval may be given or withheld at the sole discretion of the Sponsor. A violation of this provision shall constitute a serious breach of the Charter pursuant to section 160.405.7, RSMo. and shall be grounds for revocation of the Charter.
- 6.6 **Applicable Law.** This Charter shall be governed by and construed in accordance with the laws of the State of Missouri and all applicable federal laws of the United States.
- 6.6.1 The Parties intend that where this Charter references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

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6.6.2 The Charter School shall comply with all federal and state laws and regulations that are applicable to charter schools unless the School has expressly received a waiver from such laws and regulations. The Charter School shall conform, in all respects, with the educational standards contained in this Charter.

6.7 **Severability.** The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter shall remain in effect unless otherwise terminated by one or both of the Parties.

6.8 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Charter, and all rights of action relating to such enforcement, shall be strictly reserved to the Sponsor and the Charter School. Nothing contained in this Charter shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Charter that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.9 **Counterparts; Signature by Facsimile.** The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.

6.10 **Material Amendment.** Any Material Amendment to this Charter shall be effective only with approval of both the Sponsor and the Charter School.

6.10.1 The Charter School may submit any proposed Material Amendment to the Sponsor in accordance with guidance to be promulgated by the Sponsor.

6.10.2 Changes to the Charter that constitute Material Amendments include, but are not limited to, the following:

6.10.2.1 Changes in legal status; ownership; governance; or senior management, including the structure of the governing board and its membership;

6.10.2.2 The termination or change of a comprehensive management company shall constitute a material change to the terms of the Charter and shall be subject to prior written authorization from the Sponsor.

6.10.2.3 Changes to the mission statement;

6.10.2.4 Variances in actual enrollment that exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10%);

6.10.2.5 Changes in grade levels served;

6.10.2.6 Changes in location of the Facilities;

6.10.2.7 Changes in the school calendar affecting the number of days of instruction;

6.10.2.8 Changes in admissions or enrollment preferences or procedures;

6.10.2.9 Changes in special education status or procedures;

6.10.2.10 Changes in LEA status; and

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6.10.2.11 Substantial changes to the educational program with respect either to content or method.

6.11 **Non-Material Amendment.** A Non-Material Amendment to this Charter may be made effective by the Charter School through written Notification to the Sponsor.

6.11.1 Non-Material Amendments to the Agreement include, but are not limited to, the following:

6.11.1.1 Amendments to the Charter School's bylaws;

6.11.1.2 Revisions and/or amendments to the instructional methods or curriculum that do not affect the School's mission or pupil performance standards;

6.11.1.3 Variances in actual enrollment that do not exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10%);

6.11.1.4 Changes to the mailing address, telephone, and/or fax number of the Charter School provided that such changes do not constitute a change to the School's location; and

6.11.1.5 Changes to the contact person located at the Charter School site.

6.11.2 Unless the Sponsor objects in writing within thirty (30) days following Notification, a Non-Material Amendment shall become effective thirty (30) days following Notification.

6.11.3 The Sponsor may object in writing to a Non-Material Amendment either on the basis that the proposed change constitutes a Material Amendment or for other good cause that shall be stated in the objection.

6.11.4 Unless the Sponsor objects in writing, the Non-Material Amendment shall become effective after thirty (30) days.

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IN WITNESS WHEREOF, the Parties have made and entered into this Charter as of the Effective Date.

**SPONSOR NAME**

**\_\_\_\_\_ CHARTER SCHOOL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
President, Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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