

Charter Agreement

*A Model Resource for Missouri
Charter Public School Sponsors*

DEVELOPED BY THE NATIONAL ASSOCIATION
OF CHARTER SCHOOL AUTHORIZERS



This Agreement constitutes a Charter School Contract (the "charter") executed this ____ day of _____, 20 ____ (the "Effective Date"), by and between _____, located at _____ (the "Sponsor") and _____, a Missouri nonprofit corporation located at _____ (the "Charter School" or the "School"). The Sponsor and the Charter School are referred to collectively as the "Parties."

Recital

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.
 - 1.1.8 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.
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- 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.
- 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:

- 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;
 - 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.

Part 2: 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.

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 NO. 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.
- 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.
- 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.
- 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.

- 2.185.2 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.

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.

Part 3: 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.

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.

Part 4: 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.

- 4.3.1 On or about the 21st 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.
- 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

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 \$_____.
- 4.13.2 Comprehensive General Liability insurance with a minimum combined single limit of \$_____ each occurrence.
- 4.13.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$_____ 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 \$_____ per claim.
 - Maintain minimum limits of no less than \$_____ 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 \$_____.
- 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.

Part 5: 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.

- 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.

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.
- 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.

Part 6: 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
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In the case of the Sponsor:

NAME	ADDRESS
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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.

- 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.

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
- 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
 - 6.11.1.4 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

Creating and Implementing Pre-opening Requirements, Performance Plans, and Monitoring Plans

*A Guide for Missouri Charter
Public School Sponsors*

DEVELOPED BY THE NATIONAL ASSOCIATION
OF CHARTER SCHOOL AUTHORIZERS



Introduction

Eleven years after Missouri's charter school was enacted, the National Association of Charter School Authorizers (NACSA) is pleased to be working with Missouri charter school sponsors and the Missouri Department of Elementary and Secondary Education (DESE) to improve the quality of the state's charter schools in St. Louis and Kansas City.

It is NACSA's vision that all families to have choices among high quality public schools that meet their children's needs. Our mission is to achieve the establishment and operation of quality charter schools through responsible oversight in the public interest. We focus our work on improving the knowledge and skill of the entities that approve, oversee and evaluate charter schools.

Recognizing the need to improve authorizer capacity by strengthening practice, policies and laws, NACSA developed a Priority State Initiative that calls for the organization to make a multi-year commitment to states where charter schools have the potential to make deep and lasting improvements to public education. NACSA's Priority State work focuses on improving authorizing practices and charter school policies and communications – all in the name of increasing student achievement.

In 2007, NACSA identified Missouri as a Priority State, and began several initiatives to strengthen sponsor practice, and subsequently charter school quality, within Missouri. Specifically, the process of establishing performance expectations and holding charter schools accountable to meeting those expectations became an area of focus for NACSA's work with Missouri charter school sponsors.

Based on input from Missouri charter public school sponsors and the MO DESE, NACSA has developed the *Missouri Charter Public School Sponsor Guide*. The *Guide* contains templates and guidance for charter public school sponsors to fulfill essential responsibilities of charter school sponsorship, including ensuring that a sponsored charter school is prepared to serve students on the first day of operation, setting clearly defined performance targets for its charter schools, and collecting and analyzing school performance data and evidence over the term of the charter for the purposes of renewal decision-making.

The following templates represent a culmination of national best practices in charter school sponsorship and requirements specific to Missouri charter school law. We strongly encourage all Missouri charter public school sponsors to adopt the following Pre-Opening Requirements, Performance Plan, and Monitoring Plan and to use the accompanying guidance in their pursuit of ensuring that Missouri's charter public schools do indeed offer all families in St. Louis and Kansas City high quality public school choice options.

Contents

Pre-Opening Requirements	4
Performance Plans for Missouri Charter Schools	14
Monitoring Plan	24
Key Terms and Definitions	31
Conclusion	40

Pre-Opening Requirements

What are Pre-Opening Requirements?

Pre-Opening Requirements are a set of primarily compliance based actions that the school must complete prior to opening its doors and starting instruction. Schools must demonstrate that there is sufficient demand (enrolled students) to warrant school opening. In addition, schools must demonstrate that the physical building and staff are ready to receive students for instruction. Pre-Opening Requirements usually consist of a combination of paper screening of compliance documents and an on-site visit to the school site to continue to build the collaborative relationship between the sponsor and the school staff that started during the new charter application and granting process. A detailed list of actions for schools and sponsors to take to demonstrate that the building and staff are ready for students is included in the Pre-opening Requirements document included on pages 6-14 of this document.

Why are Pre-Opening Requirements important?

Sponsors are under obligation to proactively monitor activity at all schools during the time between when new charters are awarded and when school opens. It is the sponsor's obligation to make the determination if the school has completed the necessary preparations and largely satisfied the necessary Pre-Opening Requirements before the school is allowed to open for instruction. If the charter school does not complete the necessary Pre-Opening Requirements, and the sponsor determines that the adults in the building and the physical structure are not ready to receive students for instruction, the sponsor must not provide the school with final authorization to open for instruction to students. A delay in opening will be in effect until the sponsor can confirm that the school has satisfied all necessary Pre-Opening Requirements and all necessary documents are on file in the sponsor's office.

What constitutes a "Pre-Opening Requirement?"

Pre-Opening Requirements represent the set of tasks that, once completed, will assist charter schools in coming into general compliance with applicable laws and regulations, as well as those that will facilitate effective and responsible management of school operations. Although charter school operators will likely identify additional tasks that they will need to complete during the critical time between charter authorization and the opening of the school, the tasks included on the Missouri Sponsors Pre-Opening Requirements alert school founders to those tasks which may not be directly related to the school's education program but are essential to school operations, nonetheless.

Missouri sponsors may also identify additional Pre-Opening Requirements beyond those already included in the template. It is appropriate for Missouri sponsors to add Pre-Opening Requirements to the template when these

requirements will lay the groundwork for increasing the school's capacity to meet other performance expectations set by the school's sponsor.

How are the Pre-Opening Requirements organized?

Pre-Opening Requirements are organized by general categories, including: enrollment and admissions, school governance, budget, and transportation, among others. Each Pre-Opening Requirement should be assigned a specific due date. While some tasks within the template have been assigned pre-determined due dates, other due dates are left to the discretion of each sponsor and should be populated before sharing Pre-Opening Requirements with schools. Under the "Status/Notes" column, the Pre-Opening Requirements template also includes helpful information for school operators that will assist them in fulfilling particular requirements. Finally, the template includes a column for sponsors to indicate whether schools have met each Pre-Opening Requirement.

How should sponsors monitor each school's completion of Pre-Opening Requirements?

Sponsors monitor the completion of Pre-Opening Requirements through each school's timely and complete submission of appropriate documentation, as indicated within the template. In addition, it is appropriate for sponsors to conduct a short site visit to the school facility approximately one to two weeks prior to each school's first day of instruction. Regular contact with charter school operators can also inform sponsors about the progress each charter school is making toward completing the Pre-Opening Requirements, as well as assist

How to use the Pre-Opening Requirements Template

The template below is the Missouri Charter Public School Pre-Opening Requirements Template. Sponsors should complete the template by adding additional Pre-Opening Requirements (as necessary) and by inserting due dates where necessary. Sponsors should then adopt the Pre-Opening Requirements Template and share it among newly sponsored charter schools.

Pre-Opening Requirements for



Deliver all documentation and notification described below to:

SPONSOR NAME AND ADDRESS

Failure to submit documentation in a sufficient/timely manner may result in the sponsor taking action to postpone or deny the opening of the school. Additional documentation may be required prior to the opening of the school year. The sponsor will provide written notice and a reasonable time for response to any additional requirements and/or changes to the following list:

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
Enrollment and Admissions	Enrollment Policy and Admissions materials approved by school governing board, <i>if different from Policy and materials approved by sponsor in original charter application.</i> (Note: The student enrollment process may <i>not</i> begin until the sponsor has approved the school's enrollment policy.)	Before the school begins recruitment and enrollment of potential students	<input type="checkbox"/> Draft Enrollment Policy and Admissions Materials <input type="checkbox"/> Ensure alignment with state, county and city laws <input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Roster of enrolled students, including name, address, grade and prior school attended.	At school opening, or at first enrollment count.	Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation) <i>Due every year</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
DESE Web Login	Gain secure access to DESE web portal	June 15	<input type="checkbox"/> Complete and submit the ePeGs Security Form and the DESE Web Systems User ID Request Form, available online at https://k12apps.dese.mo.go/webapps/securityforms.asp <input type="checkbox"/> Fax forms to the Charter School Office at 573.522.8455	<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements (*continued*)

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
Missouri Student Information System (MOSIS)	Register for access to MOSIS	June 15	<input type="checkbox"/> Submit the following information to the Charter School Office: – Authorized Representative – Address – Phone Number – Email Address <input type="checkbox"/> Once PIN code is received from the Charter School Office, complete the MOSIS Access Request Form (available online at https://k12apps.dese.mo.gov/webapps/securityforms.asp) <input type="checkbox"/> Fax forms to Data Management Department at 573.751.1179	<input type="checkbox"/> Yes <input type="checkbox"/> No
Governance	School governing board officer appointments (Chair/President, Treasurer, etc).			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Final Organizational Chart for governance, senior management and instructional leadership, <i>if different from Organizational Chart submitted to sponsor in original charter application.</i>		<input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Governance	Proof of non-profit status			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Insurance for the school governing board			<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements (*continued*)

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
	<p>Resume and affirmation of eligibility to serve for each school governing board member, <i>including affirmation of:</i></p> <ul style="list-style-type: none"> • Criminal background check for original and current school governing board members • Child abuse registry check for original and current school governing board members • Employee of sponsoring university cannot sit on the school governing board 		<input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>School governing board-approved by-laws including a satisfactory conflict of interest policy, <i>if different from By-laws submitted to sponsor in original charter application.</i></p>		<input type="checkbox"/> Draft/re-draft by-laws <input type="checkbox"/> Ensure alignment with state, county and city laws <input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Governance	Proof of Federal tax exemption status			<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements *(continued)*

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
Educational Program	School governing board-approved Code of Conduct for approval, <i>if different from Code of Conduct submitted to sponsor in original charter application.</i>		<input type="checkbox"/> Draft / re-draft Student Code of Conduct <input type="checkbox"/> Ensure alignment with state, county and city laws <input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	School calendar, including official start date for the 20__-20__ school year.		Due every year	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Emergency contact information for the school principal.	No later than 5 days after hire date		<input type="checkbox"/> Yes <input type="checkbox"/> No
Administration and Staff	Staff roster that details teaching qualifications, including certification and federal NCLB "highly qualified teacher" status for teachers of core academic subjects.	August 1, or 10 days prior to school opening.	<input type="checkbox"/> Review policy and state, county and city laws to ensure compliance <input type="checkbox"/> Post jobs, recruit, screen and hire <input type="checkbox"/> Maintain all appropriate certifications, certificates and checks (criminal, medical, etc.) <input type="checkbox"/> Submit proper assurances to sponsor for personnel compliance and qualifications	<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements (*continued*)

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
Administration and Staff	Written documentation that the charter school has completed health, safety and criminal background checks on all school staff and volunteers that come into direct contact with the school's students.	August 1, or 10 days prior to school opening.	<input type="checkbox"/> Review policy and state, county and city laws to ensure compliance <input type="checkbox"/> Post jobs, recruit, screen and hire <input type="checkbox"/> Gain access to the DESE system used to complete background checks by emailing school contact information to webreplyimprcharter@dese.mo.gov . <input type="checkbox"/> Maintain all appropriate certifications, certificates and checks (criminal, medical, etc.) <input type="checkbox"/> Submit proper assurances to sponsor for personnel compliance and qualifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Register for The Public School Retirement System of Kansas City or St. Louis		<input type="checkbox"/> Contact the appropriate retirement system	<input type="checkbox"/> Yes <input type="checkbox"/> No
Management Contract	Submit management contract for compliance review (if applicable).		<input type="checkbox"/> Draft/re-draft Management Contract <input type="checkbox"/> Ensure alignment with state, county and city laws <input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation) <input type="checkbox"/> Make any mandatory changes or additions to contract as requested by Sponsor <input type="checkbox"/> Submit to school governing board for review and final approval	<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements (*continued*)

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
Budget	Submit the school governing board-approved budget, with detailed assumptions for ALL revenues and expenditures, for the first year of operation.	June 1	The fiscal year for the first year of operation is July 1, 20__ through June 30, 20__.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit monthly cash flow projection for the first year of operation.			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit the school governing board-approved five-year budget, including general assumptions used to project budget (i.e., changes in enrollment, number of teachers, projected increase in revenue or expenditures, salary increases, etc.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit Federal Charter Schools Program Grant Application			<input type="checkbox"/> Yes <input type="checkbox"/> No
Financial Management	Submit Electronic Fund Transfer (EFT) Enrollment Forms	June 15	<input type="checkbox"/> Complete the attached forms and fax to (573)522-8455 Vendor_input_form.pdf Vendorach.pdf	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Surety bond in an amount agreed to by sponsoring institution and school governing board			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Completed necessary state documents to generate payment: request assignment of County-District and Building Codes and completion of vendor paperwork.			<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements *(continued)*

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
	Internal control policies and procedures with evidence of approval by the school governing board.		<input type="checkbox"/> Draft financial accounting practices (policies, manual) <input type="checkbox"/> Ensure alignment with state, county and city laws <input type="checkbox"/> Submit to the school governing board for review and approval <input type="checkbox"/> Prepare package for submission to sponsor for approval (cover letter to sponsor requesting review and approval with supporting documentation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
School Facility and Building Safety	Signed lease or other evidence that the school has secured a suitable facility	120 days prior to opening		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit valid Certificate of Occupancy	July 15, or 30 days prior to school opening, whichever is earlier		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit Safety and Emergency Plan	July 15, or 30 days prior to opening, whichever is earlier		<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	Transportation plan (if applicable) and related health and safety certificates.		<input type="checkbox"/> Review policy and state, county and city laws to ensure compliance <input type="checkbox"/> Post RFP, recruit, screen and hire/write contract <input type="checkbox"/> Maintain all appropriate certifications, certificates and checks (health and safety, criminal, medical, etc.) <input type="checkbox"/> Submit proper assurances to sponsor for personnel compliance and qualifications	<input type="checkbox"/> Yes <input type="checkbox"/> No

Pre-Opening Requirements *(continued)*

CATEGORY	TASK	DUE DATE	STATUS/NOTES	APPROVED BY SPONSOR
Food Services	Food service plan (if applicable) and related health and safety certificates.		<input type="checkbox"/> Review policy and state, county and city laws to ensure compliance <input type="checkbox"/> Post RFP, recruit, screen and hire/write contract <input type="checkbox"/> Maintain all appropriate certifications, certificates and checks (health and safety, criminal, medical, etc.) <input type="checkbox"/> Submit proper assurances to sponsor for personnel compliance and qualifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance	Submit evidence of appropriate insurance coverage	August 1, or 10 days prior to opening.		<input type="checkbox"/> Yes <input type="checkbox"/> No

Address questions regarding the requirements outlined above to:

SPONSOR NAME AND ADDRESS

Performance Plans for Missouri Charter Schools

What is a Performance Plan?

One element of a school's charter contract is the Performance Plan. The Missouri Charter School Sponsor, Model Charter Agreement states:

2.14 Evaluation. Before the end of the first year of the Charter School's operation, the Charter School and the Sponsor shall establish a Performance Plan based on state performance standards, the Sponsor's performance expectations, and the educational goals and objectives set out in the Charter Application.

A Performance Plan is an accountability agreement between the charter school and its sponsor that spans the term of the charter. Performance Plans are a component of the charter school contract and are the specific standards by which sponsors monitor school performance over the course of the charter term. The Performance Plan contains a completed set of indicators, measures, metrics and targets in the following areas of charter school accountability: academic program performance, operational program performance, and, if applicable, elements drawn from a school's specific design.

Why are Performance Plans important?

The Performance Plan provides clarity between sponsors and charter schools. It gives sponsors and the schools they oversee a common set of standards to use over the course of the school's charter term to measure school performance. In addition, Performance Plans provide definition and scaffolding for monitoring events over the course of the charter term. Through Annual Report Cards, schools self-report on meeting or making progress towards meeting targets in Performance Plans; in turn, sponsors monitor schools' progress against Performance Plans through corroborating information contained in schools' Annual Reports, reviewing assessment results, audits, compliance documents, and conducting site visits, if scheduled and necessary.¹

¹ More information about site visits may be found in may be found in the "Key Terms and Definitions" section of this document.

How are Performance Plans constructed?

Sponsors set Performance Plans, and schools sign-on to the Performance Plan as an accountability agreement and as part of the charter contract. Measures and targets in Performance Plans are non-negotiable. Performance Plans are critical elements of a school's contract, and schools agree to be held accountable to the performance targets set in the Performance Plans when they enter into their contract with their sponsor.

How are Performance Plans organized?

Performance Plans are organized around a coherent set of indicators, measures, metrics and targets that set the goals schools must achieve, or demonstrate significant progress toward achieving, in order to secure renewal at the end of the charter term. Indicators represent general

dimensions of quality or achievement, such as “*Student Achievement Levels*,” or “*Postsecondary Readiness and Success*.” Indicators are “big buckets,” “umbrellas” or the general categories of accountability that will be monitored over the course of the charter term. Measures are general instruments or means to assess performance in each area defined by an indicator. Measures require the application of specific metrics or calculation methods. For example, a measure of postsecondary readiness is *high school completion*. Metrics specify a quantification, calculation method or formula for a given measure. For example, the typical high school completion metric is a *graduation rate*, such as “*the percentage of ninth-graders graduating in four years*.”

Taking metrics a step further, targets are specific, quantifiable objectives that set expectations or define what will constitute success on particular measures within a certain period of time. For example, a graduation-rate target might be “*90% of ninth-graders graduating within four years*.” Likewise, state-mandated performance levels are common, non-negotiable, targets. Having well-conceived and well-defined performance targets is important to evaluating school success as these targets provide structure for both school and sponsor in assessing the school’s progress toward meeting its goals in the years between charter contract signing and charter renewal.

The model provided in this Performance Plan Template combines performance expectations for high functioning schools with measures and metrics specific to the Missouri State Accountability System, while also allowing for additional school specific measures, metrics and targets that are mission or program specific.

How are indicators, measures, metrics and targets set?

Most indicators and measures in Performance Plans are non-negotiable and are common to all charter schools that the sponsor oversees. These non-negotiables can be pre-populated by a sponsor before meeting with the school’s board and leaders. In addition, some metrics and targets (particularly those linked with school academic status as defined by federal AYP standards) are also non-negotiable. These metrics and targets will be pre-filled or re-set annually. Under federal accountability standards and state accountability definitions, student proficiency rates, attendance rates and graduation rates all have non-negotiable “floors” for MPI / AYP. Sponsors should never set targets for these non-negotiable targets that are inconsistent with state and federal accountability standards.

Sponsors can create and adapt certain measures, metrics and targets to be responsive to the needs and condition of each school, and to collect evidence and data of growth over time. For example, the specific targets set for student academic growth data will be different for each school a sponsor oversees. Of course, the non-negotiable expectation is that students will be at or above grade level as measured by criterion referenced tests – but the reading level at which a student (or a cohort of students) enrolls at the school, how fast they make it to grade level, and if they keep up at appropriate grade level pace over time are all factors that influence the appropriate setting of growth targets for reading level growth.

Sponsors responsibly set targets within the framework of the Performance Plan. The targets set by sponsors should be in line with the school's charter, outcome based, realistic and measured at appropriate intervals.

In essence, Performance Plans define “how good is good enough” for all areas of charter school performance, prioritizing the academic performance of the school's students while ensuring sponsors also monitor the operational, governance and fiscal health of the organization.

How should sponsors monitor attainment of Performance Targets contained within the Performance Plan?

Sponsors monitor schools' attainment of Performance Targets by monitoring the formal and required accountability submissions from the charter schools that they oversee. These include Annual Reports, annual audits, requests for amendments to the terms of the charter agreement, and applications for charter renewal. In addition, sponsors should monitor school performance and compliance reports available from DESE, including student state assessment results, compliance reviews, enrollment reports, and state accountability reports. Sponsors may also consider monitoring schools by spending time on the school site, observing the activity and operations of the school. However, these visits must be fully coordinated, scheduled with the cooperation of the school, and guided by clear protocols and processes. More information on site visits may be found in the “Key Terms and Definitions” section of this document.

Sponsors should use Performance Plans along with the *Missouri Monitoring Framework* to construct a comprehensive plan for monitoring the schools they oversee.

How to use the Performance Plan Template

The template below is the Missouri Charter Public School Performance Plan Template. Sponsors should fill out the template, codify it as the formal Performance Plan, include the plan as a piece of the formal contract, and follow it over the course of the school's charter term. Some indicators, measures and metrics are common for all schools; some may be customized dependent on the particular program focus of the school. In completing the template, sponsors must set appropriate targets (left blank in the model below), consistent with federal and state accountability guidelines. These targets must also be rigorous and attainable over the course of the charter term.

At the start of each indicator section, there is a description of how to use the indicator and how to set the target.

Performance Plan for



SPONSOR NAME AND DATE EXECUTED/APPROVED

Academic Program Quality

Indicator 1:

Adequate Yearly Progress (AYP)

All public schools must follow federal and state accountability requirements, including participation in state level assessment programs. All public schools, including charter schools, must follow federal and state accountability expectations, commonly referred to as Adequate Yearly Progress or AYP, as defined in the state's Accountability Workbook. Missouri charter school sponsors

must hold the charter schools that they oversee to the same accountability standards as traditional public district schools, expecting that charter schools make and maintain AYP over the course of their charter terms.

For further information, please refer to "Understanding Your Adequate Yearly Progress Report (AYP)"
<http://dese.mo.gov/divimprove/sia/dar/UnderstandingYourAYP.pdf>

MEASURES	METRICS	TARGETS
AYP determination	Attainment of Adequate Yearly Progress (AYP)	AYP <ul style="list-style-type: none">• The school will make AYP in the aggregate• The school will make AYP for all statistically significant subgroups• The school will not have advanced accountability status (School Improvement Levels 1-5)

Performance Plan (*continued*)

Indicator #2: Student Achievement Level (Status)

Student academic status, or point-in-time, measures are the most common and simplest indicators of academic program success. Student status measures can include end-of-year state testing results, norm referenced testing results, grade level assessments or demonstrations, or school implemented passage or exit assessments. They demonstrate where a student, or group of students, is at a particular point in time, and do not make a distinction or comparison from year-to-year.

Sponsors should set these targets ensuring that targets are consistent with the following:

- the school meeting AYP in the aggregate and for all statistically significant subgroups;
- the school reaching for and maintaining status measures High 1 and High 2;
- the school meeting and maintaining MAP Performance Index (MPI) required index score improvements from one year to the next; and
- students at the school demonstrating proficiency, or substantial progress toward meeting proficiency.

For further information, please refer to "Understanding Your Annual Performance Report (APR)"

<http://www.dese.mo.gov/divimprove/sia/dar/understandingyourAPR.pdf>

MEASURES	METRICS	TARGETS
<p>Proficiency Levels on State Assessments by Grade and Subject</p> <p><i>The Missouri Assessment Program (MAP) as measured by the MAP Performance Index (MPI).</i></p> <p><i>Mathematics and Communication Arts MAP assessments are administered to students each year in grades 3-8; Math Grade 10, and Communication Arts Grade 11.</i></p> <p><i>End of Course Assessments:</i></p> <p><i>2009 Operational: Biology, Algebra and Communication Arts II</i></p> <p><i>2010 Operational: Algebra II, Geometry, Integrated Math II, Integrated Math III, Government, English I and American History</i></p> <p><i>Science assessments became mandatory for grades 5 and 8 in 2008.</i></p> <p><i>Missouri MPI is cumulative over the past 5 testing years and is broken into performance levels, "Floor" to "High 1."</i></p> <p><i>In addition, Missouri tracks, through Standard 9.7, AYP accountable subgroups.</i></p>	<p>Percentage of students scoring Proficient or Advanced</p> <p>Percentage of students scoring at each state performance level (Below Basic, Basic, Proficient, Advanced)</p> <p>Meeting and maintaining MAP Performance Index (MPI) score improvements</p>	<p><i>Proficiency</i></p> <p>XX% of students will score Proficient or Advanced</p> <p><i>Performance Levels</i></p> <ul style="list-style-type: none"> • XX% of students will score at [each performance level] • Each year, the percentage of students scoring the bottom two performance levels will be reduced. <p><i>MPI</i></p> <ul style="list-style-type: none"> • The school meet and maintain required MPI score improvements from one year to the next

Performance Plan (*continued*)

MEASURES	METRICS	TARGETS
College Entrance Exam Composite and Subtest Scores <i>Missouri tracks ACT through Standard 9.3</i>	Percentage of graduates scoring at or above the national scaled score average on the ACT	<i>Percentage of graduates</i> XX% of graduates will score at or above the national scaled score average on the ACT

Indicator #3: Student Progress over Time (Growth)

Student growth over time, as measured by an externally or internally reliable criterion referenced test, is an important indicator of academic program quality. Criterion referenced tests measure a student's grasp of a particular set of knowledge and skills outlined in a specific curriculum.

These assessments, when utilized correctly, can track student academic progress over time in reading, language arts, and math.

Targets must be consistent with students making appropriate progress towards grade level proficiency and sustaining or exceeding grade level proficiency over time.

MEASURES	METRICS	TARGETS
Longitudinal Growth Based on Similar Starting Points	Percentage of students achieving or exceeding typical or average growth rate Percentage of students making or exceeding target growth rate	<i>Typical/Average Growth</i> XX% of students will achieve or exceed typical or average growth, based on similar starting points (e.g., one year's growth in one year's time) <i>Target Growth</i> XX% of students will make or exceed target growth, based on similar starting points
Criterion-Referenced Longitudinal Growth	Percentage of students making adequate growth to reach or maintain proficiency during a certain period of time Percentage of students already proficient or advanced who maintain or improve their performance level Percentage of students moving to a higher performance level	<i>Growth to Proficiency</i> XX% of students will make growth to reach or maintain proficiency <i>Maintain and Improve</i> <ul style="list-style-type: none"> XX% of proficient or advanced students will maintain or improve their performance level XX% of students below proficient that move to a higher performance level XX% of students move to a higher performance level

Performance Plan (*continued*)

Indicator #4: Postsecondary Readiness and Success (for High Schools)

Sponsors should set these targets by looking at appropriate benchmark comparison schools in Kansas City and St. Louis, as well as statewide. Sponsors can find school level data for the following measures in Standards 9.4.1

(advanced courses); 9.4.2 (career education courses); 9.4.3 (college placement calculations), 9.4.4 (career education placement), 9.5.5 (graduation rate), and 9.5.6 (attendance rates) in the state performance report. Staff at DESE can also provide comparison data and appropriate baseline data for target setting.

MEASURES	METRICS	TARGETS
Postsecondary Access and Opportunity	<p>Percentage of students enrolled in a college-prep curriculum (based on state high school standards or admission standards for in-state public 4-year colleges)</p> <p>Percentage of graduates submitting applications to postsecondary institutions, by type of program (4-year and 2-year colleges, trade and apprentice programs)</p>	<p><i>College-prep curriculum enrollment</i> XX% of students are enrolled in a college-prep curriculum</p> <p><i>Post-secondary applications</i> XX% of graduates submit application(s) to postsecondary institutions</p>
High School Completion	<p>Missouri Graduation Rate Calculation, Standard 9.5.5 of the MAP</p> <p>"The persistence to a graduation rate is determined by dividing the <i>number of graduates</i> by the <i>number of graduates plus the number of cohort dropouts in grades 9-12</i>, then multiplying by 100."</p> <p>MO also tracks completion of the GED and for schools where 5% or more students complete the GED, awards progress bonus points.</p>	<p><i>Graduation Rate</i> The school maintains a graduation rate of XX%</p>
Postsecondary Enrollment or Employment	<p>1. Percentage of graduates, by cohort, enrolled in postsecondary institutions (college, trade and apprentice programs) by February of Year 1 after graduating from high school</p> <p>2. Percentage of students, by cohort, not enrolled in postsecondary institutions but employed full-time or enlisted in the military by February of Year 1 after graduating from high school</p>	<p><i>College placement</i> XX% of graduates enter college</p> <p><i>Career education placement</i> XX% of career education completers are placed in occupations related to their training, in college, or in the military</p>

Performance Plan (*continued*)

Indicator #5: Student Engagement

Sponsors should set these targets by looking at appropriate benchmark comparison schools in Kansas City and St. Louis, as well as statewide. Sponsors can find school level data for the following measures in Standards 9.4.1 (advanced courses); 9.4.2 (career education courses); 9.4.3

(college placement calculations), 9.4.4 (career education placement), 9.5.5 (graduation rate), and 9.5.6 (attendance rates) in the state performance report. Staff at DESE can also provide comparison data and appropriate baseline data for target setting.

MEASURES	METRICS	TARGETS
Student Attendance	Average Daily Attendance rate	<i>Attendance</i> <ul style="list-style-type: none"> • K-8 attendance : XX% • 9-12 attendance: XX% • K-12 attendance: XX%
Continuous Enrollment	Percentage of students re-enrolled from one year to the next	<i>Re-enrollment</i> XX% of students re-enroll from one year to the next

Performance Plan *(continued)*

Operational Program Quality

Indicator 1: Financial Performance and Sustainability

MEASURES	METRICS	TARGETS
Financial Reporting	Timeliness and sufficiency	<i>Financial Reporting</i> Timely and sufficient filing of required reports
Financial Status (based on budget, balance sheets, and cash flow statements)	Net financial position	<i>Financial Position</i> Positive net assets and adequate reserve
	Cash flow statements	<i>Cash Flow</i> Adequate working capital
	Budget	<i>Long-range Planning</i> Balanced, based on valid, evidence-based assumptions
	• Budget-Actuals	<i>Short-term Planning</i> General budget-actuals alignment
	Financial commitments and obligations	<i>Financial Commitments</i> In good standing with respect to financial obligations
Financial Management	Independent audit results	<i>Audits</i> • Unqualified • No major findings

Performance Plan (*continued*)

Indicator 2: School Governing Board Performance and Stewardship

MEASURES	METRICS	TARGETS
School Governing Board Meeting Conduct	Legal compliance	<i>Open Meetings Law</i> Noticed and conducted consistent with open meetings law
Conflict of Interest Compliance	Applicable law, school governing board policy	<i>Conflict of Interest</i> Decision-making that is free of conflicts and consistent with the school governing board's fiduciary duty to act in the best interest of the school
Grievance Compliance	Applicable law, school governing board policy	<i>Grievances</i> Material compliance with applicable due process laws and school governing board policy
Reporting (financial, attendance, staff-related)	Applicable law, the charter; sponsor policy	<i>Organizational Reporting</i> On time and complete, consistent with applicable law, the charter, and sponsor policy
Legal compliance	IDEA, NCLB, Title VI (ELL), health and safety law, employment-related law including background check requirements, other legal compliance requirements as set out in the Charter	<i>Legal Compliance</i> Material compliance with all applicable law

Indicator 3: Parent and Community Engagement

MEASURES	METRICS	TARGETS
Enrollment lottery	Applicable law; school governing board policy; charter	Lottery conducted in accordance with applicable law, school governing board policy and the terms of the charter.

Monitoring Plan

How does this all fit together?

The following chart shows a sequence of monitoring activities, from Pre-Opening Requirements in the upper left-hand corner through to renewal decision-making in the lower right-hand corner. The charts display appropriate sequencing of monitoring events by focus area – compliance, academic, and operational/fiscal – and how these areas are rolled-up into school performance profiles by operational year and by charter term (renewal decision-making).

Assumptions

The following chart is built on a few underlying assumptions. The assumptions are that:

1. Sponsoring boards set policies that guide the development and execution of charter school oversight and monitoring events. Sponsoring boards must set direction for each oversight activity, defining the parameters of timeframe, roles and responsibilities, and standards for evaluation and review. These parameters, or policies, allow staff in the sponsoring office to build appropriate procedures to guide all oversight events.
2. Sponsoring boards expect and allow professional staff in their offices to carry out the day-to-day work of executing oversight and monitoring schools in line with the policies of the sponsoring board. Staff in sponsoring offices is responsible for creating operational protocols and reporting templates to guide the review of new charter applications; to monitor schools through annual reporting, fiscal audits, and site visits if necessary; and to guide decision-making regarding renewal of a school's charter.
3. Sponsoring boards expect and allow staff in their offices to analyze and sort school performance data and evidence over the course of a school's charter term to make recommendations related to charter intervention and charter renewal. Sponsoring boards do not involve themselves in the day-to-day operations of charter school oversight or charter school monitoring. Staff in sponsoring offices is responsible for carrying out school monitoring activities, guided by formalized protocols and reporting templates, to gather evidence and data on school performance over the course of a school's charter term. Staff in sponsoring offices uses this evidence and data to make action recommendations to their sponsoring board, when appropriate, including charter renewal.
4. Sponsoring boards make high-stakes decisions, based on recommendations from professional staff in their sponsoring offices. Sponsoring boards and board members set policy that guide the work of staff. The sponsoring boards act on policy-based recommendations made by staff in their office.

Annual Monitoring Events

On an annual basis, sponsors must monitor school performance across all areas of charter school accountability – compliance, academics, and operational program and fiscal health. Sponsors monitor school performance and health by actively reviewing:

- student academic assessment results,
- compliance monitoring reports generated by the host district,
- the school's progress towards meeting targets in its Performance Plan,
- the school's annual reports, and
- the school's annual financial audits.

Sponsors may consider conducting site visits on a regular basis to verify information contained in a school's annual report and monitor progress against targets in a school's Performance Plan, however these visits should only be conducted for the purpose of collecting such evidence as it relates to the goals contained within the Performance Plan. Site visits may occur on an annual or less regular basis, depending upon the capacity of the sponsor to staff and support site visits with additional resources, including human and financial resources. It is important that these site visits be formally planned, conducted on a date and time determined by the sponsor (and working in cooperation with the charter school), and guided by a well-defined site visit protocol. Sponsors should amend the Monitoring Plan to reflect the actual frequency of regularly scheduled site visits. More information about site visits may be found in the "Key Terms and Definitions" section of this document.

After each academic year, sponsors summarize all data and evidence collected from the school within a performance profile—from the school's completion of Pre-Opening Requirements to monitoring events that occur in the last year of a school's charter term. Sponsors have an obligation to publically report on the performance of the schools that they oversee. By actively reviewing and analyzing school performance and other indicators of school health identified within the Performance Plan, sponsors ensure that they are able to report to the general public in a timely manner.

The flow of annual monitoring events for Missouri charter school sponsors is illustrated by the direction of the blue arrows on the following Monitoring Plan.

Monitoring Timeline and Events

YEAR OF OPERATION	COMPLIANCE MONITORING	ACADEMIC PERFORMANCE	OPERATIONAL/FISCAL PERFORMANCE	SCHOOL PERFORMANCE PROFILE
0	Pre-opening requirements (compliance check-list)		Pre-opening requirements (compliance check-list)	
1	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	<p>Approve school Performance Plans with school targets</p> <p>Review State MAP assessments; MPI (status)</p> <p>Review external accountability results; internal assessment results, and, when possible, growth to standard</p> <p>Receive and review school Annual Report</p>	<p>Board-approved budget</p> <p>Annual independent audit</p> <p>Quarterly financial reports</p> <p>Summary letter to school on progress towards meeting targets in Performance Plan</p>	Year 1 performance profile
2	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	<p>Review State MAP assessments; MPI (status)</p> <p>Review external accountability results; internal assessment results, and, when possible, growth to standard</p> <ul style="list-style-type: none"> • Verify information in Annual Report • Assess progress towards meeting Performance Plan targets 	<p>Board-approved budget</p> <p>Annual independent audit</p> <p>Quarterly financial reports</p>	Year 2 performance profile Summary letter to school on progress towards meeting targets in Performance Plan
3	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	<p>Review State MAP assessments; MPI (status)</p> <p>Review external accountability results; internal assessment results, and, when possible, growth to standard</p> <p>Annual Report</p> <p>Site visit (if scheduled)</p>	<p>Board-approved budget</p> <p>Annual independent audit</p> <p>Quarterly financial reports</p>	Year 3 performance profile Summary letter to school on progress towards meeting targets in Performance Plan

Monitoring Timeline and Events (*continued*)

YEAR OF OPERATION	COMPLIANCE MONITORING	ACADEMIC PERFORMANCE	OPERATIONAL/FISCAL PERFORMANCE	SCHOOL PERFORMANCE PROFILE
4	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	Review State MAP assessments; MPI (status) Review external accountability results; internal assessment <i>Periodic monitoring to assess the performance of the school.</i> Receive and review School Annual Report Site visit (if necessary)	Board-approved budget Annual independent audit Quarterly financial	Year 4 performance profile Summary letter to school on progress towards meeting targets in Performance Plan
5	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	Review State MAP assessments; MPI (status) Review external accountability results; internal assessment results and, when possible <i>Periodic monitoring to assess the performance of the school.</i> Annual Report Receive and review Application for Renewal Renewal site visit (if scheduled)	Board-approved budget Annual independent audit Quarterly financial	Year 5 performance profile Renewal decision-making

Over the Term of the Charter in Preparation for Renewal Decision-Making

When charter schools apply for charter renewal, sponsors will refer back to annual performance profiles (which summarize a school's progress toward attaining the targets contained within the Performance Plan) when analyzing school performance over the term of a school's charter. These performance profiles will assist sponsors in making responsible renewal decisions. Performance profiles should include information from the school's completion of Pre-Opening Requirements through to the school's submission of an application for renewal, as well as any subsequent monitoring events that may occur (as defined within the Performance Plan), including a renewal site visit.

All data and evidence collected over the term of a school's charter is then summarized and analyzed by the staff of the sponsoring office within a renewal performance profile. The renewal performance profile reports upon the extent to which the school has achieved or demonstrated indicators of quality, as determined by the Performance Plan. Finally, the renewal performance profile is shared with the sponsor board, along with the staff recommendation regarding renewal, to assist them in making an informed decision regarding charter renewal that is aligned with the school's charter contract and Performance Plan.

For Missouri charter school sponsors, the flow of monitoring events over the course of the charter term illustrated by the direction of the red arrows on the following Monitoring Plan.

Monitoring Timeline and Events

YEAR OF OPERATION	COMPLIANCE MONITORING	ACADEMIC PERFORMANCE	OPERATIONAL/FISCAL PERFORMANCE	SCHOOL PERFORMANCE PROFILE
0	Pre-opening requirements (compliance check-list)		Pre-opening requirements (compliance check-list)	
1	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	<p>Approve school Performance Plans with school targets</p> <p>Review State MAP assessments; MPI (status)</p> <p>Review external accountability results; internal assessment results, and , when possible, growth to standard</p> <p>Receive and review school Annual Report</p>	<p>Board-approved budget</p> <p>Annual independent audit</p> <p>Quarterly financial reports (balance sheet, cash flow, budget-actuals)</p> <p>Summary letter to school on progress towards meeting targets in Performance Plan</p>	Year 1 performance profile
2	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	<p>Review State MAP assessments; MPI (status)</p> <p>Review external accountability results; internal assessment results, and , when possible, growth to standard</p> <p>Receive and review school Annual Report</p> <p>Site visit (if scheduled)</p> <ul style="list-style-type: none"> • Verify information in Annual Report • Assess progress towards meeting Performance Plan targets 	<p>Board-approved budget</p> <p>Annual independent audit</p> <p>Quarterly financial reports</p>	<p>Year 2 performance profile</p> <p>Summary letter to school on progress towards meeting targets in Performance Plan</p>

Trend monitoring to make renewal decisions.

Monitoring Timeline and Events *(continued)*

YEAR OF OPERATION	COMPLIANCE MONITORING	ACADEMIC PERFORMANCE	OPERATIONAL/FISCAL PERFORMANCE	SCHOOL PERFORMANCE PROFILE
3	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	Review State MAP assessments; MPI (status) Review external accountability results; internal assessment results, and , when possible, growth to standard Receive and review school Annual Report Site visit (if scheduled)	Board-approved budget Annual independent audit Quarterly financial reports	Year 3 performance profile Sur letter on tow me targ Per Plan
4	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	Review State MAP assessments; MPI (status) Review external accountability results; internal assessment results, and , when possible, growth to standard Receive and review school Annual Report Site visit (if necessary)	Board-approved budget Annual independent audit Quarterly financial reports	Year 4 performance profile Sur letter on tow me targ Per Plan
5	Periodic monitoring to check compliance with operational program quality expectations through review of site visit records, audit records, and related means of gathering evidence of performance.	Review State MAP assessments; MPI (status) Review external accountability results; internal assessment results, and , when possible, growth to standard Receive and review school Annual Report Receive and review Application for Renewal Renewal site visit (if scheduled)	Board-approved budget Annual independent audit Quarterly financial reports	Year 5 performance profile Renewal decision-making

Trend monitoring to make renewal decisions.

Trend monitoring to make renewal decisions.

Key Terms and Definitions

Adequate Yearly Progress

Adequate Yearly Progress (AYP) is a term used by states to determine the appropriate, predicted rate of progress of students over time. Adequate Yearly Progress is an element in each State Accountability Workbook. Adequate Yearly Progress is determined for schools and districts, in the aggregate for all students and for statistically significant subgroups. It is made up of a few elements, including:

- *Participation rates* – the percentage of eligible students tested on state assessments
- *Index scores* – proficiency rates on state assessments as measured by state index scores
- *Attendance rates* – for grades K-8
- *Graduation rates* – for grades 9-12
- *Growth measures*

Some states allow for “safe harbor” or waiver exclusions which allow for schools or districts to make AYP in the aggregate or for identified sub-groups if they make certain gains for disadvantage students, even if they have not met overall targets.

States define accountability status based on if a school or district has met or not met AYP over the course of time. Each state, and No Child Left Behind, has defined a cascading series of sanctions and interventions for schools and districts who repeatedly fail to meet AYP. Schools and districts progress through a series of labels with linked consequences, such as:

- *(Needs or Program) Improvement* – Years 2 and 3
- *Corrective Action* – Year 4
- *Restructuring* – Year 5, on

State accountability systems are not consistent or calibrated from state-to-state. State standards are different, assessments are different, state definitions and “cut points” for proficiency are different. It is not possible to say that a school or district making or meeting AYP targets in one locality or state is the same as in another.

Annual Reporting

There are two types of annual reporting. The first type of annual reporting is the structured reporting a charter school makes to its sponsor. The second type of annual reporting is when sponsors aggregate the performance of the schools that they oversee and report out on this school performance to the public at-large.

Schools reporting to their sponsor

Sponsors should set a formal reporting template that guide how schools sum annual performance reporting. This template must guide schools utilizing their Performance Plans, and provide the sponsor with information that can be used for summarizing the school's performance annually, and over the course of the charter term for renewal decision-making.

Through Annual Reporting, the charter school reports on progress made towards and targets set in its Performance Plan; summarizes student academic performance on external and internal accountability measures; provides a summary of major policy decisions made by the school governing Board; and describes the general school population and program. In addition, the school annually accounts for the following:

- Finances (annual audits to its sponsor; intent to apply for federal grants)
- Enrollment (pre-enrollment reports and ADA, quarterly counts)
- Staffing (status of Highly Qualified Teachers)
- Academic Program Reporting (certification for high school coursework, graduation requirements)
- Any additional required state and local data collection

When creating the template for the Annual Report, sponsors should strive to collapse required reporting, where possible. Sponsors should be aware of the data and information collected through the Student Information Systems and refrain from asking schools to, in essence, double report information when it is not necessary. One example is to consider incorporating the charter school report card data directly into the Annual Report, and not ask schools to submit school report card data separately. This strategy also provides the benefit of consolidating and streamlining the number of documents sponsors are required to review. It is best, when requiring reporting, not to ask schools to submit documentation or evidence that does not relate directly to monitoring requirements and therefore, renewal decision-making.

Necessary components of a school's formal Annual Report include academic, operational, and financial performance against the targets identified in the Performance Plan. Some sponsors and schools may also choose to include data demonstrating progress toward meeting indicators and targets unique to the school's educational mission or design. Comprehensive annual reporting emphasizes the public stewardship responsibility of charter school governing boards. As educational trustees of the state, school governing Boards are called upon to be responsive to diverse, complex and often conflicting constituencies. School governing boards govern on behalf of and are accountable to the broader public, not merely their own school's internal community, and must publically report out on school performance.

Key Terms and Definitions (continued)

In creating its Annual Report, the charter school provides a year-end summary of school performance. The Annual Report may also serve as a road map for the on-site and renewal visits made by the sponsor. If a sponsor chooses to formally visit a school, information contained in the school's Annual Report can provide school site visitors with a comprehensive picture of school performance and operations, as reported by the school. Sponsors should utilize the information reported in school's Annual Reports to build a collective performance report of all of its schools.

Annual Reports are the formal, structured way in which the governing Board of the school reports on school performance to its sponsor and to the public. In preparing accurate Annual Reports, the governing Board of the school also builds evidence of success to warrant renewal of the school's charter over the course of the charter term.

If the charter school fails to comply with deadlines related to the submission of its Annual Report, this non-compliance will be noted in its Performance Profile. Schools with chronic lateness or violations of accountability deadlines are out of compliance with the terms of their charter contract and can risk facing non-renewal of its charter.

If a school chooses to report in a more informal way to its constituents, that is fine, but formal annual reporting for charter school monitoring must follow a structure defined by the sponsor and incorporate reporting against the school's Performance Plan.

Sponsors reporting to the public

Sponsors create profiles by synthesizing and sorting school academic performance information, compliance reporting, Annual Reports generated by schools, operational and fiscal performance information, and qualitative and quantitative information gathered during on-site visits. These profiles are frequently updated and modified. Nationally, high functioning sponsors collect and publish these profiles on an annual basis, sharing the performance of each school in a public manner with a wide range of constituents.

Application for Renewal ("Request for Renewal")

Sponsors in Missouri grant charters to operate a public school to the school governing board for a term of five to ten years. At the end of each charter term, the governing board of a school must submit a request for renewal of the school's charter to the sponsor. Request for renewal of the charter must convey the school's evidence based record of achieving, or posting substantial progress toward achieving the terms of its charter contract and the targets identified in its Performance Plan. The school must be free from material violations of its charter and in compliance with applicable federal and state statutory and regulatory requirements. In requesting renewal of the school's charter, the school governing board must submit a concise, comprehensive application for charter renewal.

If the charter school fails to comply with deadlines related to the submission of an application for renewal of its charter, it risks not entering into the renewal process with its sponsor.

Contract

The contract is the legal agreement between the sponsor and charter school that defines the commitment between these two parties. In addition, it outlines the responsibilities each party holds in delivering on these commitments. Entered into and signed after awarding of the charter, the contract shifts the application for a charter into reality. The promises and aspirations of the founding group become concrete, legal realities and practical expectations of what the public charter school will become. The sponsor commits to entrusting public dollars and public school students to the school's independent governing board. The sponsor also commits to giving the governing board more flexibility in how it operates the school than is afforded traditional public schools. In return, the school's governing board commits to handling the funds responsibly, complying with its legal obligations, and educating the students well.

The contract between sponsor and charter school incorporates elements of the original charter application that are integral to the school's identification and operation. These include the school's mission statement, location, educational philosophy and program. A quality contract outlines the following material terms:

- *Recitals* – purposes of [State] Charter School Law
- *Establishment of the School* – legal status of the school, requirements of the Board
- *Operation of the School* – Board by-laws, transparent governance requirements
- *School Financial Matters* – clarity of financial matters, schedule of funding transfers
- *Personnel* – personnel provisions
- *Charter Term, Renewal and Revocation* – guidance on length of term and how renewal decisions are made
- *Operation of the Contract* – non-standard provisions, dispute resolutions
- *Sponsor Policies* – incorporated policies

Federal Program Review

These reviews are structured, expected, routine visit from the sponsor (and/or host district, county office of education, or state department of education) to the school to gather on-site qualitative and quantitative evidence and data. Federal Program Review visits focus on certain Federal Programs (mandated programs through which schools must meet the needs of exceptional students, including students with disabilities, English language learners, etc.), and for which the school must fully account for federal funding.

An important role of a sponsor in Federal Program Review is to keep the schools that they oversee informed so that the charter schools can remain in compliance. The best sponsors start early in the life of the charter, by defining related Pre-Opening Requirements and working with schools to answer questions about system set up, record keeping, timelines, reporting requirements formats, and other detail areas related to compliance paperwork. Sponsors can choose to do this work themselves, or partner with the agency

responsible for monitoring Federal Program Compliance to provide guidance to charter schools.

It is important for sponsors to remember that they are not responsible for the implementation of the special programs for students with disabilities and for English language learners. Sponsors cannot dictate or direct the design or implementation of these programs at the schools they oversee. As is the case with general education programs, sponsors must not direct the content or delivery of the programs focused on Federal Programs.

If the charter school fails to comply with implementation of required programs for students with disabilities and English language learners, as well as health and safety requirements for staff and building, this non-compliance will be noted in its Performance Profile. Schools with chronic violations and non-implementation of program are out of compliance with the terms of their charter contract and can risk facing non-renewal of the charter.

Performance Plan

A Performance Plan is an accountability agreement between the charter school and its sponsor that spans the term of the charter. Performance Plans are a component of the charter school contract and are the “work plan” by which sponsors monitor school performance over the course of the charter term. The Performance Plan contains a completed set of indicators, measures, metrics and targets in the following areas of charter school accountability: academic program performance, operational program performance, and, if applicable, elements drawn from a school’s specific design.

Performance Plans are important because they provide a common, agreed upon work plan for sponsors and schools to follow when measuring school performance over the course of the charter term. The Performance Plan provides clarity between sponsors and charter schools. It gives sponsors and the schools they oversee a common set of rulers and rubrics to use over the course of the school’s charter term to measure performance. In addition, Performance Plans also provide definition and scaffolding for monitoring events over the course of the charter term. Schools self-report report on meeting or making progress towards meeting targets in Performance Plans in Annual Reports; and sponsors monitor schools’ progress against Performance Plans through corroborating information contained in schools’ Annual Reports, reviewing assessment results, audits, compliance documents, and conducting site visits, if scheduled and necessary.

Most indicators and measures in Performance Plans are non-negotiable and are common to all charter schools that the sponsor oversees. In addition, some metrics and targets (particularly those linked with school academic status as defined by federal AYP standards) are also non-negotiable. These metrics and targets will be pre-filled or re-set at appropriate intervals when state testing results become available. Under federal accountability standards and state accountability definitions, student proficiency rates, attendance rates and graduation rates all have non-negotiable “floors” for AYP. Sponsors should never set targets for these non-negotiable targets that are inconsistent with state and federal accountability standards.

Sponsors and schools can create and adapt certain measures, metrics and targets to be responsive to the needs and condition of each school, and to collect evidence and data of growth over time. For example, the specific targets

set for student academic growth data will be different for each school a sponsor oversees. Of course, the non-negotiable expectation is that students will be at or above grade level as measured by criterion referenced tests. However, the reading level a student, or a classroom of students, arrives at the school with, how fast they make it to grade level, and if they keep up at appropriate grade level pace over time are all factors that influence the appropriate setting of growth targets for reading level growth. In addition, a school may wish to add a measure, metric and target that matches its specific design. If a school has a performing arts focus, or a foreign language focus and wishes to add accountability measures that reflect its school design, these measures, metrics and targets will be specific to its school and program.

Sponsors responsibility set targets in consultation with their schools within the framework of the Performance Plan. The targets set by sponsors and their schools should be in line with the school's charter, outcome based, realistic and measured at appropriate intervals.

If the charter school fails to meet a majority of the targets in its Performance Plan, or fails to make substantial progress toward meeting a majority of the targets in its Performance Plan, it risks facing non-renewal of its charter.

Pre-Opening Requirements

Pre-Opening Requirements are a set of primarily compliance based actions that the school must complete prior to opening its doors and starting instruction. Schools must demonstrate that there is sufficient demand (enrolled students) to warrant school opening. In addition, schools must demonstrate that the physical building and staff are ready to receive students for instruction. Pre-opening Requirements usually consist of a combination of paper screening of compliance documents and an on-site visit to the school site to continue to build the collaborative relationship between the sponsor and the school staff that started during the new charter application and granting process. A detailed list of actions for schools and sponsors to take to demonstrate that the building and staff are ready for students is included in the Pre-Opening Requirements document included on pages 6-14 of this document.

Sponsors are under obligation to proactively monitor activity at all schools during the time between when new charters are awarded and when school opens. It is the sponsor's obligation to make the determination if the school has completed the necessary preparations and largely satisfied the necessary Pre-Opening Requirements, before the school is allowed to open for instruction. If the charter school does not complete the necessary Pre-Opening Requirements, and the sponsor determines that the adults in the building and the physical structure are not ready to receive students for instruction, the sponsor must not clear the school to open for instruction to students. A delay in opening will be in effect until the sponsor can confirm that the school has satisfied all necessary Pre-Opening Requirements and all necessary documents are on file in the sponsor's office.

Site Visits

Standards set for frequency and formality of site visits require sponsors to carefully consider a number of factors, including provisions under statute and the charter contract. If a sponsor chooses to utilize site visits as part of the Monitoring Plan, the scope and frequency of these visits will vary depending upon the resources available to each sponsor as well as the performance

Key Terms and Definitions (continued)

record of each of its schools. In some cases, schools that have proven themselves as high-functioning and healthy through the attainment of targets within the Performance Plan and timely compliance with all other reporting requirements may only warrant one formal school evaluation visit during their charter term. On the other hand, sponsors may indicate that schools struggling to meet targets contained within the Performance Plan, or schools that have difficulty meeting other reporting requirements, will receive a more regular diet of site visits so that sponsors can observe school operations more closely. If a sponsor anticipates placing a school's charter on probation or revoking or non-renewing a school's charter, school site visits are critical monitoring events.

Missouri sponsors choosing to utilize site visits as part of on-going monitoring should follow the following general guidelines:

1. Organize school visits around specific data gathering protocols
Formal site visits are best structured by a site visit protocol that defines the types of events that happen during the visit. A formal protocol should outline the process for interviews with the school governing board, leadership, students, family members, teachers; classroom observations; school site walk-through; and include a sample schedule, sample key questions. It is aligned with the Performance Plan; and includes description of roles and responsibilities of the school and visit team members. Site visits should be purposeful and organized around specific data gathering activities linked to the indicators, measures and metrics identified in the school's Performance Plan. Sponsors must be careful to never making direct recommendations for academic or operational program change during site visits. At the conclusion of the site visit, the sponsor feedback consists of reporting on the progress the school is making toward attaining the indicators, measures and metrics set forth in its Performance Plan.
2. Document and share site visit protocols
Sponsors should document site visit protocols and related training materials and make these resources available to schools and the public. Schools should understand that site visits are routine accountability and monitoring event, and should expect to have staff from the sponsoring office, or its representatives, on-site at some time during the charter term.
3. Ensure consistency
Sponsors should use the same overall site visit protocol for all school visits, but make modifications in response to individual school elements such as type, grade range, size, accountability status, and age. Sponsors use these visits to gather on-site qualitative and quantitative information that can assist in evaluating a school's progress toward meeting the targets set in the Performance Plan.
4. Publically report data gathered on school visits
Sponsors should analyze the information gathered during a site visit and report back to the school in a timely and public manner. Any post-visit reporting generated by the sponsor accumulates with other monitoring reports over the life of a school's charter. As the school approaches renewal, site visit reports combine with performance against Performance Plan targets and other monitoring reports to serve as a foundation for renewal decision -making.

Key Terms and Definitions (continued)

Site visits are appropriate when...

- The sponsor follows a defined protocol, and publically reports out on data gathered during the visit;
- They are utilized to gather information and data to monitor a school's performance ;
- They are utilized to gather information and data for renewal decision-making; and
- The sponsor “holds up a mirror” to corroborate/confirm what is provided in schools’ annual reports, audits, student academic performance data, and compliance reviews.

It is inappropriate to use formal site visits to ...

- just stop in and see the school;
- catch the school in non-compliance; or
- employ a third party contractor to provide technical assistance to the school about curriculum and instruction, or to advise the school on governance and management issues. Sponsors also should not engage in School Quality Review (SQR) visits, visits where lines of school autonomy are crossed and the site visit team identifies the school's strengths and areas for improvement, making suggestions and recommendations for academic and operational program changes.

In some cases, sponsors may need to engage an outside contractor to help with school site visits. This may be due to demands upon the sponsor staff, or in cases when there is a particularly contentious charter revocation or non-renewal decision that would benefit from third-party review *in addition to adherence to the Performance Plan by the school's sponsor*. If sponsors choose to utilize a third party to carry out site visits, these contractors should use the sponsor's protocol for site visits, and *not* engage in School Quality Review work.

In all cases, the sponsor must weigh frequency and formality to produce the most rigorous set of evidence for monitoring the school's performance and for renewal decision-making. Site visits should never be executed without a purpose or for any reason other than to collect evidence and data about school performance as it pertains to the Performance Plan.

Sponsoring boards and sponsor staff

Sponsoring boards are responsible for setting policy and overseeing the operations for charter schools and staff. In some cases, the sponsoring boards may have staff (an individual or an office dedicated to charter school oversight work) who manages the day-to-day operations work associated with all aspects of charter school authorization and oversight. NACSA makes the distinction between the day-to-day operations work that may fall to authorizing staff or a Charter School Office and the policy and decision making role of the authorizing body.

Key Terms and Definitions
(continued)

Charter School Office or authorizing staff duties may include:

- Updating policies, protocols and procedures that govern and guide charter school oversight work
- Managing initial application/petition processes
- Managing all accountability activities
- Managing all fiscal oversight
- Interfacing with appropriate departments or district offices (Special Education, transportation, Title I, etc.)
- Interfacing with charter school support organizations
- Making initial recommendations to senior staff and the governing board (sponsor) on initial charter awards and charter renewals

Conclusion

The Missouri Charter Public School Sponsor Guide presents a framework upon which Missouri charter school sponsors are strongly encouraged to build their ongoing oversight and monitoring activities. From defining Pre-Opening Requirements to articulating a Monitoring Plan that will assist charter public school sponsors in gathering the data and evidence required for sound renewal decision-making, the *Sponsor Guide* melds national best practices in charter school sponsorship and requirements specific to Missouri charter school law.

Charter school monitoring activities begin long before a charter school opens its doors to students, when charter school sponsors monitor the school's fulfillment of Pre-Opening Requirements. Monitoring activities continue over the charter term and will be guided by the Performance Plan, which defines the specific metrics, measures and targets that charter schools must meet in order to demonstrate that they are fulfilling their primary purpose of offering all families in St. Louis and Kansas City high quality public school choice options. Lastly, the Monitoring Plan outlines the way in which a sponsor's monitoring activities over the charter term culminate in a body of evidence that will be used for the purposes of renewal decision-making.

Rigorous oversight and monitoring of charter schools against clearly defined performance targets is at the core of a charter school sponsor's responsibilities, and is the key to ensuring charter school quality. Although some sponsors may experience obstacles as they adopt and implement Pre-Opening Requirements, Performance Plans, and the Monitoring Plan—including limited resources and staffing, resistance from existing schools or other parties, and missteps along the way—it is critical to the effectiveness of the Missouri charter school movement that that Missouri charter school sponsors persist in their commitment to clearly defining expectations for charter school performance through the Pre-Opening Requirements and the Performance Plan, and that they evaluate charter school performance over time, as outlined in the Monitoring Plan, making modifications where necessary and appropriate. Finally, NACSA stands poised to provide Missouri charter school sponsors with additional technical assistance, training, and support when needed.