CHAPTER FOUR

On December 10, 1991, the Minnesota State School Board authorized the nation’s first charter school, Bluffview Montessori School. From 1967 to 1991 Bluffview Montessori was a private school for students in grades pre-kindergarten through sixth grade. With the 1991 State Board’s decision, Bluffview changed its operating status from a private school to a public charter school and received $3,050 per pupil in state aid (Livingston, 1991). While the 1991 legislators admitted that the primary intent of the law was to promote the creation of innovative schools within the public school system, they acknowledged that the conversion of private schools to public charter schools was also a possibility under the law (Livingston, 1991).

In the early years of the charter school legislation, charter schools in Minnesota catered to special populations (Parsons, 1993). For example, in September 1992, City Academy, the nation’s first newly created charter school opened in St. Paul, Minnesota. City Academy’s mission is to “meet the need for academic programming aimed at returning alienated young adults to productive and responsible roles in the community” (City Academy, 2000, On-line). A 1999 CFL report found Minnesota’s charter schools typically serve students who benefit from alternative education settings (CFL, 1999b).

According to Monsour, (1996) 17 charter schools enrolling 1,526 students had opened in Minnesota by 1996. Of the 17, 14 were located in the metropolitan area of the twin cities of St. Paul and Minneapolis. The majority of these schools served children with special needs or at-risk students (Monsour, 1996). By July 1998, 34 charter schools had been approved by the State Board of Education in Minnesota. Twenty-six charter schools were actually in operation. Six schools had been approved but had not opened and two had closed, one voluntarily and the other was forced to close by the State Board of Education for failing to provide performance reports (Draper, 1998).

In the fall of 1998 it was estimated that approximately 4,300 students attended Minnesota’s charter schools (Monsour, 1998). Early in 1999, the number of charter schools in operation had grown to 38 and the number of students enrolled in charter schools had risen to approximately 5,400 (Center For Educational Reform, 1999; Lonetree, 1999). With CFL’s new application and authorization process established and
adopted in February 2000, more charter schools are expected to be authorized later this year.

Analysis of Minnesota’s Charter School Law

Simply passing a law does not guarantee that charter schools will blossom in a given state. The specific provisions in each law help determine how many charter schools will open and how independent they will actually be, according to the opportunities or barriers established by the legislation. (CER, 1998)

Minnesota’s charter school law, the nation’s first charter school law, was enacted in 1992. (See Appendix I for a copy of Minn. Stat. Ann. 124D.10 §1-25.) The law has been amended five times, most recently in 1999. The 1999 K-12 Education Omnibus Bill enacted on May 17, 1999, included changes to Minnesota’s charter school legislation in the areas of eligible sponsors, the charter application process, and funding. Specifically, cooperative education cooperative districts were added to the list of eligible sponsors. In Minnesota, four or five contiguous districts may form a cooperative educational district for the purpose of increasing coordination among several school districts (Minn. Stat. Ann.123A.15 §2). The 1999 bill also outlined a new application process designed to accommodate CFL’s assumption of the duties of the State School Board. Finally, the 1999 Omnibus Bill provided lease aid, district equalization aid, and a change in the ways charter schools receive their allocation of funds (Minnesota Association of Charter Schools [MACS], 2000). Additionally, all references in the 1998 law to the state board were replaced with the term commissioner in the 1999 legislation. On January 1, 2000, the Commissioner of CFL assumed all the duties of the State Board.

In 1998, CER ranked Minnesota’s charter school law as the sixth strongest law in the nation, out of 35 charter school laws in existence at the time of the report. Strong legislation is one that fosters numerous charter schools and provides each school with a great deal of financial and legal autonomy (Mulholland & Bierlein, 1995; Schneider, 1998). CER used a panel of charter school experts to assign relative individual scores to each of ten categories thought to be the most important features addressed in charter school laws. For each category, the expert assigned a score based on a scale of zero to five; a five assigned to the features of the law indicates strong support the formation of charter schools, and a 0 assigned to provisions in the law indicates severe restriction on
the development of charter schools (CER, 1998). Minnesota’s scores in each of these 10 categories was: (a) number of schools allowed--5.0; (b) multiple chartering authorities--4.7; (c) eligible charter applicants--4.3; (d) new starts allowed--4.7; (e) school may be started without formal evidence--2.7; (f) automatic waiver from state and district laws--4.7; (g) legal/operational autonomy--2.7; (h) guaranteed full per-pupil funding--2.0; (i) fiscal autonomy--5.0; and (g) exempt from collective bargaining agreement/district work rules--4.0. According to this report, only Arizona, Michigan, the District of Columbia, Delaware and Maine had stronger laws than Minnesota (CER, 1998).

Jennings, Premack, Adelmann, & Solomon (1998) used seven major policy and legal areas found in charter school laws to provide an overview of each state’s charter school legislation as it existed in 1998. The seven areas were: (a) charter development; (b) school status; (c) fiscal; (d) students; (e) staffing and labor relations; (f) instruction; and (g) accountability. According to Jennings et al. (1998), the task of classifying the provisions of a particular state charter school law can be challenging. “The statutes vary widely in terms of breadth of legal and policy matters addressed. Many of the laws are also vague, and therefore subject to varying as well as evolving interpretation” (p. 5). Despite the ambiguity in the law itself, in some states interpretation of the law has reached a consensus. This consensus in the interpretation of the state charter school laws has often come about as a result of the state education agency’s administrative action or practice. The Jennings et al. (1998) framework provides a good lens through which to view Minnesota’s current charter school legislation, originally passed in 1991 and last amended in 1999.

**Charter Development**

Charter development includes those areas that discuss how the charter school founder’s vision of a new educational institution becomes a reality. According to the law, charter schools in Minnesota must be established to fulfill one or more of the following six purposes: (a) improve pupil learning; (b) increase learning opportunities for pupils; (c) encourage the use of different and innovative teaching methods; (d) require the measurement of learning outcomes and create different and innovative forms of measuring outcomes; (e) establish new forms of accountability for schools; and (f) create new professional opportunities for teachers, including the opportunity to be responsible
for the learning program at the school site (Minn. Stat. Ann. 124D.10 §1). One or more licensed teachers can initiate the charter school application process. Sponsor granting agencies include school boards, intermediate school district school boards, educational districts, and public and private post-secondary institutions.

Sponsoring agencies, upon receipt of a charter school application which is in the form of a proposal, have 90 days to respond. After 90 days, applicants who have not heard from the sponsoring agency, may apply directly to the Commissioner. The Commissioner will also hear the appeals of applicants denied sponsorship by a particular sponsoring agency (Minn. Stat. Ann. 124D.10 §3-4). Charter schools may be authorized by any sponsoring agency and can be located in any public school district. However, the school board of the district in which the school will be physically located may submit to the Commissioner a written resolution expressing disapproval. The sponsoring agency in turn, may respond to the school board’s resolution in an appeal to the Commissioner (Minn. Stat. Ann. 124D.10 §8). Authorization of any school by the Commissioner requires that the Commissioner assume the sponsorship duties for the individual charter school (Minn. Stat. Ann. 124D.10 § 4).

Before a charter school can be established, the sponsor must file an affidavit with the Commissioner of its intent to sponsor a charter school. Within 60 days of receipt of the affidavit, the Commissioner must approve or disapprove the proposed authorization. In the event that the Commissioner does not approve the affidavit, the sponsoring agency may not sponsor the school (Minn. Stat. Ann. 124D.10 § 4).

Final authorization for a charter school to operate is a contract signed by both the sponsor and the charter school board of directors. This contract must be written and signed no more than 90 days after the Commissioner has granted approval.

The law details ten components that must be addressed in the contract: (a) a description of the program that carries out one or more of the purposes of charter schools as specified in the law; (b) specific pupil outcomes which are further described in the section on accountability; (c) admission policies and procedures; (d) management and administration of the school; (e) requirements and procedures for program and financial audits; (f) compliance with the requirements of state and local laws, length of school year, transportation, and causes for nonrenewal or termination of contract; (g) assumption
of liability by the charter school; (h) types and amounts of insurance coverage to be obtained by the charter school; (i) the term of the contract which must be no more than three years; and (j) a discussion of how the charter school will find special education services, if these services are provided (Minn. Stat. Ann. 124D.10 §6).

There are no limits on the number of charter schools that can be established within the state nor are there limits on the number of charter schools that can be established within a particular school district. Both public and private schools may reorganize as charter schools as long as 60% of the full-time teachers at the school sign a petition agreeing to the conversion to charter school status (Minn. Stat. Ann. 124D.10 §5). Charter schools must be nonsectarian and cannot be used as a means for generating revenue to fund home schooling (Minn. Stat. Ann. 124D.10 §8).

Sponsors, charter school operators, and CFL must provide information to the public, especially to “low-income families and communities and students of color,” on how to organize and operate a charter school (Minn. Stat. Ann. 124D.10 §19).

School Status Issues

According to the Minnesota statute, charter schools must be organized and operated as either a cooperative or a non-profit corporation. Charter schools are exempt from all state and federal regulations except state and local health and safety requirements, the nondiscrimination code, and the Pupil Fair Dismissal Act. Charter schools are also subject “to the same financial audits, audit procedures, and audit requirements as a district” (Minn. Stat. Ann. 124D.10 §8). For the purpose of tort liability, the charter school is assumed to be a district, and as such, its board of directors may sue or be sued. The board of directors must obtain at least the type and amounts of insurance specified in the contract. The Commissioner, sponsors, and employees of the sponsor are immune from all civil and criminal liability while acting in their official capacities (Minn. Stat. Ann. 124D.10 §25).

Once final authorization for the charter school has been granted, the charter school must hold an election for members of the charter school’s board of directors. Staff members of the school and parents of children enrolled in the school may participate in the election. Licensed teachers employed at the school must form a majority of the
members of the board unless the Commissioner waives this requirement (Minn. Stat. Ann. 124D.10 §4).

**Fiscal Issues**

By law, charter schools receive general education revenue directly from the state. Charter schools also receive transportation aid if they provide this service to their students (Minn. Stat. Ann. 124D.11 §2). According to the 1999 revision, charter schools that rent or lease buildings or land are eligible for 90% of the cost up to $1500 per pupil enrolled in the charter school (Minn. Stat. Ann. 124D.11 §4). Welsh (2000) reported that the program that pays for this lease aid is currently experiencing about a $10 million shortfall. It seems when the aid package was put together, the legislation underestimated the growth in the number of charter schools, and therefore significantly underfunded the program.

Charter schools are treated in the same manner as school districts with regard to special education funding (Minn. Stat. 124D.11 §5). Charter schools are also eligible for categorical programs funding if the school meets the qualifications for such aid (Minn. Ann. Stat. 124D.11 §6). The law also provides state aid for start-up costs incurred by the charter school during the first two years a charter school is in operation. This aid is either $50,000 per charter school or $500 times the charter school’s pupil units, whichever is the greater amount (Minn. Stat. Ann. 124D.11 §8).

Charter schools receive their operational funding in 23 payments throughout the year. During the first year of operation the charter school receives 10% of the full amount guaranteed for the year in the first payment then receives the balance of the guaranteed amount in 22 equal payments. After the first year, charter schools receive their funds in 23 equal payments (Minn. Stat. Ann. 124D.11 §9).

**Student Issues**

Charter schools may limit admission to pupils within a specific age range and to pupils who are eligible to participate in the graduation incentives program. Admission to charter schools may also be limited to students residing in a specific enrollment zone if the zone has a greater minority population than the congressional district in which the school is located and as long as the school’s student population reflects the racial and ethnic diversity of the enrollment zone (Minn. Stat. Ann. 124D.10 §9). Charter schools
are required to enroll all eligible students who apply unless the school’s educational program is limited by curricular emphasis, class level, or building capacity (Minn. Stat. Ann. 124D.10 §9). If educating students with disabilities, the charter school must comply with all applicable regulations (Minn. Stat. Ann. 124D.10 §12).

**Staffing and Labor Relations**

Charter schools in Minnesota must employ teachers who hold valid teaching licenses for the particular teaching duties they will be assigned. The school may employ unlicensed personnel for duties other than teaching. The administrator of the school is not required to hold a valid administrator’s license (Minn. Stat. Ann. 124D.10 §11).

School districts must grant teachers who desire to teach in a charter school unlimited leave and the right to return to district schools. During this leave, the teacher may continue to accrue benefits and credits in the teacher’s retirement plan by paying both the employee and employer’s contribution portions (Minn. Stat. Ann. 124D.10 §20). Charter school employees may organize a collective bargaining unit if they desire. These bargaining units must be separate from any other units within the sponsoring district unless all parties involved agree to allow the charter school staff to remain part of the local bargaining unit (Minn. Stat. Ann. 124D.10 §21).

**Instruction**

The charter contract must include a description of the academic program and specific expected pupil outcomes (Minn. Stat. Ann. 124D.10 §10). The charter school must provide instruction for the minimum number of school days required by the state statute. Charter schools may, however, provide instruction throughout the year (Minn. Stat. Ann. 124D.10 §13).

**Accountability**

A charter school must design its academic program to meet at least one among the six objectives outlined in the charter school statute. These six objectives are to:

1. improve pupil learning;
2. increase learning opportunities for pupils;
3. encourage the use of different and innovative teaching methods;
4. require the measurement of learning outcomes and create innovative forms of measuring outcomes;
5. establish new forms of accountability for schools; and

The term of the charter contract must be stated in the contract and should be no more than three years. Contracts can be terminated before the term has expired or not renewed upon expiration of the contract for the following reasons: failure to meet the pupil outcomes specified in the contract, failure to meet acceptable fiscal management standards, any violations of the law, or “other good cause” (Minn. Stat. Ann. 124D.10 §23).

At least 60 days prior to nonrenewal or termination, the sponsor must notify the charter school’s board of directors of the proposed action in writing, stating the grounds for such action. Upon receipt of such notification, the charter school’s board of directors has 14 days to submit a written request for an informal hearing before the sponsor. The sponsor must then notify the board of directors of the date and time of the hearing. The sponsor must take final action to terminate or not renew the contract by the last day of class for the school year. If the sponsor who has decided to terminate or not renew the charter school’s contract is a local school board, its decision may be appealed to the Commissioner (Minn. Stat. Ann. 124D.10 §23).

Charter schools are required to submit annual reports to their sponsor and to the Commissioner. The annual reports must include “the information required by the sponsor or the Commissioner” (Minn. Stat. Ann. 124D.10 §14). The department (presumably CFL) must conduct a review and provide comments on the contents of the annual report. Periodic reports of trends or suggestions based on the evaluation of the charter school contracts are to be reported to the education committees of the state legislature (Minn. Stat. Ann. 124D.10 §15).

Other

Charter schools may elect to provide transportation for their students within the school district in which they are located. In this case, state transportation aid is provided to the charter school. For students who live outside of this district, the charter school is only required to provide transportation within the district and not from the pupil’s residence. If the student who resides outside of this district is from a family whose
income is at or below poverty level, the charter school must reimburse the parents for the cost of transporting the students from his home to the boundaries of the school district. If a charter school elects not to provide transportation to its students, transportation for the students enrolled in the charter school must be provided by the school district in which the school is located (Minn. Stat. Ann. 124D.10 §16).

State Education Agencies’ Interpretation of the Charter School Law

[The] attitude (support, neutrality, or opposition) of key actors in the existing local and state education system toward charter schools can also have a significant effect on actual charter school activity and autonomy. (CER, 1998, p. 1)

According to the Minnesota Constitution, the legislature has the responsibility of establishing a system of public schools (MN Const. Art.13, §1). The Commissioner for CFL, according to Minnesota statutes, is responsible for the general supervision of the public schools. The Commissioner must set goals and devise outlines and suggested courses of study for the schools. The Commissioner is also responsible for reviewing all state mandates related to education. Once every four years the Commissioner reviews all these mandates and prepares a report for the legislature on those mandates that fail to promote public education within the state of Minnesota. The Commissioner has the power to repeal any existing rules, but may only adopt new rules or amend existing rules when given specific authority to do so (Minn. Stat. Ann. 127A.05 §1-4).

Interpretation of Minnesota’s charter school law by Minnesota’s state education agencies has evolved over time. This interpretation has been translated into a formalized charter school application and authorization process. The established process is evidenced by use of documents designed to serve as templates for individually prepared documents. Jennings et al. (1998) state that this formalized interpretation of the state’s charter school law by state education agencies is common.

The Minnesota charter schools web page provides the most recent information and forms that must be completed for the process. According to Minnesota’s charter law one or more certified teachers may present a charter school proposal to a sponsoring agency. In the years prior to January 2000, the authorization of a charter school followed an established procedure based on the interpretation of the state law by the Department of Children, Families and Learning (DCFL) and the State Board of Education. Out of
necessity, with the dissolution of the State Board of Education in January 2000 a new process has been designed (See Appendix O). The name of the Department of Children, Families and Learning (DCFL) was changed in January 2000 to the Children Families and Learning Department (CFL). In all discussions I will use the acronym CFL to represent the state education agency in Minnesota.

Most schools operating in the 1998-1999 school year used the authorization process that was clearly defined by consensual agreement between CFL and the State Board of Education. Three document templates (Developing a Charter School Proposal, Affidavit of Intent to Sponsor A Results-Oriented Charter School, and Model Charter Contract) were designed by CFL to help align the charter authorization process with the law. The steps of the authorization process were:

1. Charter school developers were to present a proposal to the potential sponsoring agency. (See Appendix J for a copy of Developing a Charter School Proposal.)

2. If the sponsoring agency agreed to sponsor the charter school, sponsoring agencies were to file an affidavit of intent to sponsor a charter school with CFL. (See Appendix K for a copy of Affidavit of Intent to Sponsor A Results-Oriented Charter School.)

3. If the sponsoring agency denied sponsorship of the charter school, charter developers could apply directly to CFL for sponsorship.

4. A CFL Charter School Review Committee reviewed the proposal and the affidavit and prepared a recommendation for the State Board of Education to approve or not to approve the charter school.

5. If the CFL committee had questions or concerns, they informed the charter school developers and allowed time for resubmission of the proposal and affidavit prior to their recommendation report to the State Board of Education.

6. Discussion of the authorization of a particular charter school was placed on the monthly agenda for the State Board of Education meeting.

7. Once the charter school developers and their sponsoring agency received the State Board of Education’s approval, a written contract was to be negotiated
between the charter school developers and the sponsoring agency. (See Appendix L for a copy of the Model Charter Contract.)

8. The signed written contract became the final authorization of the charter school (CFL, 2000d).

Once the final contract had been signed by all parties, the Board of Directors of the charter school was to assume the responsibility of opening a school designed to meet the terms specified in the contract. The sponsoring agency was to be responsible for overseeing the adherence of the charter school to the terms specified in the contact. The sponsoring agency was also to periodically review the performance of the charter school and provide this information to CFL prior to renewing the charter school’s contract. For most charter schools contract renewal occurred every three years although there are a few exceptions.

The Charter School Proposal

Minnesota’s charter school law states only that one or more licensed teachers may submit a charter school application to an eligible sponsor (Minn. Stat. Ann. 124D.10 §4). No mention is made of the format or contents of the application itself. CFL adopted a format for applications, which is called The Charter School Proposal. (See Appendix J.) This template is posted on the CFL’s charter schools web page for easy access. The template provides an outline and worksheets for the format of the actual charter school proposal. The first and second pages of the worksheet provide space for the charter school developers to record:

- Name of their school;
- Location of the school;
- Name and phone number of the contact person from the charter school;
- Grades and ages of students who will attend the charter school;
- Projected enrollment numbers for each grade;
- Two expected academic and two non-academic student outcomes and tools that will be used to assess the students’ achievement;
- School’s mission and goals;
- Length of the school day; and
- Proposed calendar for the first year the charter school is in operation.
The second part of Developing a Charter School Proposal provides an outline of the nine strongly suggested components of the proposal. The directions on the proposal outline urge developers to provide comprehensive discussions of the nine suggested areas. According to the directions, failure to do so may result in CFL requiring revisions or recommending to the State Board that the proposal be denied. These nine areas and the suggested elements in each area that should be addressed are:

1. **Purpose**—Which of the six purposes of charter schools outlined in the law, the school will fulfill.

2. **Governance**—Proposed election date and composition of the Board of Directors of the charter school; management and administration responsibilities of the school and the Board of Directors; and admission policies.

3. **Learning Program**—Outline of the school’s curriculum, including how the school will meet Minnesota’s Graduation Standards; modes of educational delivery; and special education services that will be available to students with disabilities.

4. **Accountability**—(a) Student accountability: Names of the tests that will be administered (CFL suggests that a fall/spring pre/post test cycle); (b) School accountability: Suggested methods include improvement of student performance, attendance figures, violence reduction, graduation rate, acceptance in post-secondary institutions, and surveys of staff, parents, and students. For additional information developers are directed to refer to The Accountability Framework, (See Appendix N.)

5. **Finance**—Proposed three-year budget and a statement that school will follow the state’s financial accounting procedures.

6. **Staff**—Maintenance of records for teacher licensure and criminal background; and employment of only licensed teachers for teaching staff positions.

7. **Transportation**—How student transportation will be provided.

8. **Business Requirements**—Compliance with applicable rules and regulations, specifically, proper insurance, non-sectarian status, tuition-free, equal opportunities for all students in athletics, and a letter to the school district in
which the school will be located to serve as notification that a charter school will be located within the school district.

9. Sponsor’s Responsibilities--Length of the contract, procedures used in monitoring the school’s performance, time line for monitoring, and a letter from the sponsor stating their awareness of the responsibilities of a charter school sponsoring agency.

The complete proposal along with the completed Affidavit of Intent To Sponsor a Results-Oriented Charter School is sent to CFL (CFL, 2000d).

Affidavit of Intent to Sponsor a Results Oriented Charter School

According to Minnesota’s charter school law, before charter school developers can form and operate a charter school, an affidavit must be filed with the Commissioner attesting to the sponsor’s desire to sponsor a charter school. The affidavit must be completed by the sponsoring agency and signed prior to the authorization of the charter school (Minn. Stat. Ann. 124D.10 §4b). The affidavit must state the terms and conditions of such sponsorship. Here again, the state education agencies have designed a document template for the affidavit called, Affidavit of Intent to Sponsor a Results’ Oriented School. This document can be downloaded from CFL’s charter schools web page. (See Appendix K.)

This template is a five-page document that must be completed by the potential sponsor. On the first page of the template sponsoring agencies are to report basic demographic information including the name of the school and contact information of the sponsoring agency and the charter school developers. On the second through fifth pages, sponsoring agency representative responds yes or no to a series of statements about the program and policies of the school ensuring compliance with Minnesota’s charter school law. Among the topics addressed in the yes/no statements are:

- Nonsectarian programs and policies;
- Notification of school district in which school will be located;
- Focus of serving at least one grade level of age group from five to 18;
- Rule Compliance --regulations mentioned are, state and local health and safety requirements, human rights, equal opportunities in athletics, pupil fair dismissal act, and regulations regarding students with disabilities;
• Verification of procedures Outlined in the Law --Specifically, tuition-free, majority of school board must be composed of teachers employed by the school, financial audits, proper insurance, employment of only licensed teachers for instructional purposes, length of the school year, student transportation, renewal or termination of the contract, term of contract (up to three years);

• School’s purpose --Which of the six purposes stated in the charter school law;

• Admission requirements;

• Verification that a written contract between sponsor and charter school developers will be adopted and contain the 10 issues that must be addressed in the charter contract as specified in Minnesota’s charter school law;

• Charter contract requirements (these are outlined in the next section, Model Charter School Contract); and

• Reporting requirements and procedures for the charter school.

Once this document was completed and signed by the sponsoring agency, it was attached to the charter school proposal and sent to CFL (CFL, 2000d).

Model Charter School Contract

According to the Minnesota charter school statute, a written contract signed by both the sponsor and the board of directors of the charter school serves as the sponsor’s authorization of a charter school (Minn.Stat. Ann. 124D.10 §6). The contract must be completed within 90 days after the Commissioner has granted approval to the proposed charter school. The law outlines the 10 issues that must be addressed in the contract. These 10 issues include:

1. Description of the program and how it relates to one of the six purposes of charter schools defined in the law;
2. Specific pupil outcomes;
3. Admission policies and procedures;
4. Management and administration policies of the school;
5. Requirements and procedures for program and financial reviews;
6. Assumption of liability by the charter school;
7. Types and amounts of insurance held by the charter school;
8. Length of the contract, which may be up to three years;
9. Description of the financial parameters that the school will work within to provide instruction and services to students with disabilities; and
10. Discussion of how the charter school will deal with state and local requirements that cannot be waived according to the charter school law, including transportation issues, length of the school year, and nonrenewal or termination of the charter school contract (Minn. Stat. Ann. 124D.10 §6).

The Model Charter Contract serves as a template to be used by sponsoring agencies in the completion of a charter school contract. (See Appendix L.) The use of this model is optional and it can be modified to fit individual circumstances. The template provides for all the elements that must be addressed under the law and allows for the personalization of the contract by insertion of specific charter school and sponsoring agency information. The 18 sections are:

1. Purpose--Which of the six purposes of charter schools identified in the law that the charter school will adopt; statements that support the fact that the school will be nonsectarian, will not charge tuition, and will not be used as a method of providing education or generating revenue for home schooling;
2. Term--Specification of the number of years (up to 3) that the contract will be in effect;
3. Amendments--Contracts cannot be changed unless there is written agreement from both the charter school and sponsoring agency. However, if the charter school law changes during the term of the contract, the contract is automatically altered to conform to the new law;
4. Management and Administration--Information regarding the election of the Board of Directors of the charter school and the responsibilities and procedures that the board will adopt; statements that the school will abide by the Open Meeting Law, the Public Employment Relations Act, and all applicable federal regulations; guidelines about the hiring and firing of teaching staff and additional personnel; a statement that teachers employed in the charter school are considered public school teachers;
5. Authority--Provides information about the powers and responsibilities of the charter school and the sponsor;

6. Performance Indicators and Evaluation--(This is the only section marked as “suggested.” In the beginning of this document it is stated that this contract can be modified, so the appearance of the word suggested after this section may be interpreted by some as highly optional or not necessary.) Areas related to the setting of goals, establishing baseline performance and a fall/spring cycle for the administration of standardized testing, pupil attendance, evaluation of students as they move from the charter school to the next level of schooling, surveys of parents, teachers, community members and community service agencies, and the demonstration of student progress in meeting the graduation standards;

7. Admission Requirements--Admission policies and procedures of the charter school. (A school that adopts selective admission policies or procedures must explain the procedures fully in this section.);

8. Financial Management--Statements that the school will adopt the same financial accounting principles and audit procedures as other public schools in Minnesota;

9. Transportation--Arrangements that will be made for the transportation of the charter school students;

10. Health and Safety, Human Rights, and Student Dismissal Guidelines--Compliance with the laws concerning health and safety, human rights, student dismissal, school fees, and the education of students with disabilities;

11. Length of School Year--Specification of number of days school will operate;

12. Insurance--Amounts and types of insurance;

13. Property Ownership--Process of the division of material goods and property if the contract is terminated;

14. General Authority and Immunity--May not levy taxes or issue bonds; can sue and be sued; and State Board, sponsoring agencies and employees of the sponsoring agency are free from civil or criminal liability when acting in their official capacity;
15. Non-renewal and Termination of Contract--Grounds for non-renewal or termination of contract, specifically: (a) failure to meet the requirements for pupil performance as outlined in the charter; (b) failure to meet acceptable standards of fiscal management; (c) violations of law; (d) breaches of the contract; (e) other good causes;

16. Disclaimer--Statements that the contract cannot be interpreted as an employment contract or as an assignment of employment duties;

17. Reporting--Annual report must be developed in accordance with the procedures set out in the document, Annual Program Evaluation and Reporting System for Charter Schools. This document could not be found on CFL’s charter schools website and when a CFL employee was asked for a copy he responded that the staff could not find a copy of this document. “It is my belief that the document never existed. How’s that for bureaucracy?” (personal communication, March 1, 2000). However in the process of reviewing charter school contracts and their attachments I found a copy of the document attached to one school’s materials (see Appendix M);

18. Resident District Sponsorship--Permits a charter schools sponsored by the State Board or other agency to seek sponsorship from the school district in which the charter school is located; and

19. Waiver--States “no waiver by either party or a breach of any covenant or provision of this Contract shall be deemed to be a waiver of any succeeding breach of the same or any covenant or provision” (Model Charter School Contract, 1998, p. 9) (CFL, 2000d).

The Accountability Framework

The only mention of the document, The Accountability Framework, is as an aside in the accountability section of CFL’s document, The Charter School Proposal. It is available through a link on CFL’s charter schools website. (See Appendix N.) Because a corresponding accountability section in CFL’s, Model Charter School Contract is marked “suggested”, it is possible that this document is rarely referenced.

The introduction of this document explains that providing evidence of results is especially difficult for charter school directors who often suffer from a lack of time and
limited resources. The document’s stated purpose is to help in the design process of charter school accountability systems. The framework provides two distinct types of indicators, those that are found within the state’s continuous improvement process and those that may be selected by the individual charter school.

The state’s continuous improvement process for all public schools has five general categories: (a) financial resources; (b) teaching staff; (c) student background; (d) student participation; and (e) statewide testing results (CFL, 2000a). Each category is composed of several subcategories that allow the collection of very specific data. For instance, a subcategory in the teaching staff category is the number of first year teachers employed at the school. The annual data for each individual school in all of the subcategories appears on the CFL website. Implementation of this continuous improvement model is ongoing (CFL, 2000a).

The second type of indicators are those that may be selected by the school. Charter schools are urged to take their most important goals and develop performance indicators for each. This allows both the school and the sponsor to evaluate the school’s performance using a variety of assessments. According to this document, the state has mandated that schools develop two annual academic goals for which they will be accountable. These goals are to be assessed using standardized tests in a pre-test/post-test paradigm. Additional performance-based measures are encouraged to provide a more holistic evaluation of the school’s performance. Among the suggested additional measures of academic performance are portfolios, student presentations, teacher evaluations, exit exams, and oral defenses. Categories of non-academic goals from which assessment tools can be developed include presence and participation, personal development, personal-social adjustment, responsibility and independence, contribution and citizenship, physical health, satisfaction, and choice measures. For each goal category, specific assessment tools are suggested (CFL, 2000d).

This document provides examples of a wide variety of performance indicators that can be used by schools. Use of this document in the design of an accountability system for an individual charter school would provide a more complete evaluation of the school and its students. Minnesota’s charter school law was passed more than 10 years ago. It is evident, much more time and effort must be invested by both the charter
developers or directors and their sponsors to develop an accountability system using the guidelines outlined in this document.

Accountability Systems Specified in the Charter Contracts

According to the statute authorizing charter schools in Minnesota, eligible charter school sponsors are local school district boards, intermediate school district school boards (those that do not offer a K-12 comprehensive education), cooperative educational districts, and public and private post-secondary institutions. Charter school applicants denied sponsorship by one of the eligible sponsors may appeal the decision to the state education agency. Authorization of the charter school by the state education agency requires that the education agency assume the sponsorship duties for the charter school. Prior to January 2000, the State School Board was the state education agency that heard the appeals. However, with the dissolution of that agency in January 2000, CFL currently hear the appeals.

All 19 sponsoring agencies operating during the 1998-1999 school year in Minnesota were invited to participate in this research. Twelve of the 19 eligible sponsoring agencies including eight of the 15 school districts, all three post-secondary institutions and the CFL, agreed to provide documents and participate in the interview phase of my research. (See Table 3.) Pseudonyms have been used for all institutions in order to protect confidentiality. Demographic information is for the 1998-1999 school year.

The analysis of the charter contracts was divided into three phases. Analysis of the State Board of Education’s charter contract was completed first. The second phase consisted of analyzing the contracts of the post-secondary institutions’ charter contracts. The third phase of the analysis of charter contracts was completed by analyzing the contents of the school districts’ charter contracts.

The analysis of each individual charter contract was initially completed using the Benchmarking Matrix. (See Appendix C.) The accountability issues marked on the Benchmarking Matrix were summarized on the Charter Contract Analysis Form. (See Appendix H.) The narrative describing the charter contract of each type of sponsor (State Board of Education, Post-secondary institution, and school districts) was organized using
Table 3.

**Minnesota Sponsoring Agencies Active in 1998-1999**

<table>
<thead>
<tr>
<th>Post-secondary Institutions (3)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Randolph College</td>
<td></td>
</tr>
<tr>
<td>• Washington College</td>
<td></td>
</tr>
<tr>
<td>• Xavier College</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Districts (15)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Ground School District</td>
</tr>
<tr>
<td>• Esquire School District</td>
</tr>
<tr>
<td>• Marshall School District</td>
</tr>
<tr>
<td>• Iris School District</td>
</tr>
<tr>
<td>• Lake School District</td>
</tr>
<tr>
<td>• Hood School District</td>
</tr>
<tr>
<td>• Dare School District</td>
</tr>
<tr>
<td>• Beech School District</td>
</tr>
</tbody>
</table>

State Board of Education (now Children, Families and Learning Department) (1)

Note: Numbers in parentheses indicate the total number of active sponsoring agencies by category. Actual participants in study listed below each category. Compiled from information found on CFL’s website “Charter Schools” (CFL, 2000b).
the issues on the Charter Contract Analysis Form (See Appendix H.)

State Board Of Education (Duties now assumed by CFL)

According to Minnesota’s charter school law, charter schools may apply to CFL on appeal. CFL may have input into the charter contracts of the schools they agree to sponsor (personal communication, March 21, 2000). During the 1998-1999 school year the State Board of Education sponsored one school, Vicar Charter School.

The Vicar Charter School was authorized by the State Board of Education in 1994. Vicar serves grades pre-school-8. Its enrollment during the 1998-1999 school year was approximately 73. Vicar had no minority students enrolled during this time period. Thirty-nine, approximately 53%, of the students were eligible for free and reduced price meals. Twelve percent of the total student enrollment, nine students received special education services (CFL, 2000c). It is geographically located in a Van School District that has two schools and a total student enrollment of 1,613. Approximately three percent of the students enrolled in this district belong to minority populations. Thirty-three percent of the total enrolled students are eligible for free and reduced price and nine percent receive special education services (CFL, 2000c). Table 4 provides the demographics of Vicar Charter School and those of the surrounding local school district. Noticeable differences between the two include the smaller percentage of minority students and the larger percentage of students eligible for free and reduced price meals at Vicar Charter School. A discussion of the of the accountability elements outlined in the contract held between the State Board of Education and Vicar charter schools using the accountability categories on the Charter Analysis Form (Appendix H) follows.

Mission and Goals.

No specific mission of Vicar school was recorded on the contract. However the purpose of the school, according to the contract, is to offer an educational program that will improve student learning.

Academic Goals, Performance Indicators and Assessments.

Vicar is to use the ITBS standardized test on a spring-spring testing cycle and the STAR standardized tests on a fall-spring testing cycle. The contract states that the students are to show an average growth of one academic year. Additionally, Vicar’s
Table 4.

Demographics for Vicar Charter School And Its Surrounding District.

<table>
<thead>
<tr>
<th>School/School District</th>
<th>Enrollment</th>
<th>Minority Population</th>
<th>Free and Reduced Lunch</th>
<th>Special Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>%</td>
<td>#</td>
<td>%</td>
</tr>
<tr>
<td>Vicar Charter School (Opened 1994)</td>
<td>73</td>
<td>0</td>
<td>39</td>
<td>9</td>
</tr>
<tr>
<td>Van School District (2 schools)</td>
<td>1613</td>
<td>54</td>
<td>531</td>
<td>152</td>
</tr>
</tbody>
</table>

students should show progress on meeting or exceeding the state’s graduation standards. Within the contract, mention is also made of gathering data on the performance indicators related to the purposes of the school.

Non-Academic Goals, Performance Indicators and Assessments.

Vicar is to use annual surveys to collect data regarding several issues. Parent and student surveys should address the issues of satisfaction with the program, opportunities for parental input, quality of the programs, accommodations made for individual needs, and opportunities for students to use community resources. Teachers are to be surveyed to identify curriculum areas that were successful; those that met with limited success and areas that will be modified for the coming year. Community members will be surveyed regarding their feelings on the contributions of the program to the community as well as the opportunities for community participation in the school program. The feelings of community service agencies will be surveyed concerning the contributions of the program, collaboration efforts with the school program and the use of the agencies by students and parents.

Fiscal Affairs.

Vicar pledges to use the Uniform Financial Accountability and Reporting Standards (UFARS) and the Minnesota Automated Reporting Student System (MARSS), Minnesota’s standard accounting systems. An annual independent audit is to be conducted and a report should be provided to the sponsoring agency within 15 days of its completion and acceptance.

Rule Compliance.

Vicar is to meet the same health and safety standards required of Minnesota’s school districts. Additionally, it should comply with Minnesota statutes regarding student immunization, discrimination, pupil discipline and dismissal, public school fees, and education of pupils with a disability as if it were a school district. Vicar’s Board of Directors should also comply with the Minnesota Open Meeting Law and the Public Employment Relations Act. Finally, Vicar Charter School is to abide by all applicable federal laws, statutes and regulations.
Strategies for Renewal, Non-Renewal, Termination and Continuous Improvement.

Vicar’s contract may not be renewed or it may be terminated during the authorized term of three years for any of the grounds listed in Minnesota’s charter school law. Specifically these grounds are:

(a) failing to meet the pupil performance standards written in the contract;
(b) failing to meet generally accepted methods of fiscal management;
(c) violating the law;
(d) any other good cause that can be shown.

The process for notification of non-renewal or termination of the contract by the sponsor, as outlined in the law, is also described. For a complete analysis of this procedure see the prior discussion of Minnesota’s Charter School Law.

Procedures for Reporting Progress and Customer Satisfaction.

Vicar should submit an annual report to the sponsor at the end of its fiscal year. No mention is made of the contents or format of this report.

Summary of Accountability Elements in the State School Board’s Charter School Contracts.

The contents and wording of this contract are almost identical to those specified in CFL’s Model Charter Contract. The contract states that academic performance is to be monitored through the administration of two standardized tests. One test, the STAR, should be administered twice (fall and spring) during the school year. The ITBS is to be given every spring, or once a year. This testing cycle should allow for some baseline performance data to be collected and be used to show the student’s expected average growth of one academic year.

Non-academic goals are to be assessed through use of a series of surveys, completed by parents, students, teachers, the community and community service agencies. Statements on the surveys correspond to the non-academic goals Vicar has set for itself.

Vicar is to comply with CFL’s recommended procedures concerning fiscal audits, rule compliance, and strategies for renewal, non-renewal, and termination. Vicar Charter School should also provide their sponsor with an annual report. The contents of this
report are unknown. Table 5 provides a summary of the accountability process reflected in the contract between the State School Board of Education and Vicar Charter School.

Post-Secondary Institutions


Kellogg, Way, and Gale charter schools are geographically located in Flock School District, an inner city school district. During the 1998-1999 school year Flock School District had 73 schools and a total student enrollment of 45,349 students. Sixty-two percent of Flock’s enrolled students are minorities. Approximately 62% of Flock’s students are eligible for free and reduced price meals and 12% receive special education services (CFL 2000c).

Kellogg Charter School opened in September 1998 and serves grades 6-8. Its enrollment during the 1998-1999 school year was 76 students, 62% belonged to minority populations. Sixty-eight percent of the enrolled students were eligible for free and reduced price meals. Five students, approximately seven percent, received special education services (CFL 2000c).

Way Charter School opened in September 1998 and serves grades K-6. Its 1998-1999 student enrollment was 61; 62% belonged to minority populations. Fifty-six percent of the enrolled students were eligible for free and reduced price meals and one child received special education services (CFL, 2000c).

Gale Charter School opened in September 1998 and serves grades 9-12. Its 1998-1999 student enrollment was 55, of which 45% were minority students. Sixty-four percent of the enrolled students were eligible for free and reduced price meals and four children (7%) received special education services (CFL 2000c).

A comparison between the demographic figures for these three charter schools (Kellogg, Way, and Gale) and the surrounding school district show that all four have similar percentages of minority students and students eligible for free and reduced meals. All three charter schools have a lower percentage of students with disabilities than in the
**Table 5.**  

**Summary of Accountability Elements Found In State School Board Charter Contracts**

<table>
<thead>
<tr>
<th>Goals</th>
<th>Academic</th>
<th>Non-academic</th>
<th>Fiscal</th>
<th>Rule Compliance</th>
<th>Renewal</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vicar Charter School</td>
<td>Improve learning</td>
<td>ITBS sp/sp; STAR fl/sp; One years growth; Progress in meeting grad. standards; Performance indicators related to school</td>
<td>Surveys: Parents, students, teachers, community, and community service agencies</td>
<td>UFARS; MARSS; Annual audit</td>
<td>Health and safety; Student immunization; Discrimination; Pupil Dismissal; Fees; Special Ed; Open Meetings; PERA</td>
<td>3 year term</td>
</tr>
</tbody>
</table>

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87
Focus Charter School opened in September 1998 and serves grades 7-12. Its student enrollment during the 1998-1999 school year was approximately 53. Focus had no minority students enrolled during this time period. Forty-four students (83%) were eligible for free and reduced price meals. Twenty-four percent (13) of the students received special education services. Focus Charter School is geographically located in Face School District. Face has 2 schools and a total preK-12 student enrollment of 688, with a minority student population of approximately 3%. Approximately 42% of the student population are eligible for free or reduced price meals, and 12% of the students receive special education services (CFL, 2000c). Focus Charter School has a smaller percentage of minority students than its surrounding school district. However, Focus has a greater percentage of students eligible for free and reduced price meals than Face School District. Both Face School District and Focus Charter School have similar percentages of students with disabilities. Table 6 provides a summary of the demographic information for the four charter school and their surrounding districts.

Education Plus, a for-profit private educational management company, initially developed and currently manages Gale, Kellogg, and Way Charter Schools. Education Plus designed all three schools around a central, unifying vision involving major educational change. This firm provides education through dynamic real-world experiences and opens the doors of each school to the entire community, allowing the schools to serve as true community educational centers. Education Plus has negotiated almost identical charter contracts for its three schools, despite the fact that each of the three charter schools has a different sponsor (personal communication, February 21, 2000).

All four contracts are closely modeled after the CFL document, Model Charter School Contract, and contain virtually identical accountability components. Using the broad accountability categories detailed on the Charter Analysis Form (see Appendix H) as a classification scheme, the contracts between the charter schools and their sponsors are discussed.
Table 6.

Demographics for Kellogg, Way, Gale, and Focus Charter Schools and Their Surrounding School Districts

<table>
<thead>
<tr>
<th>School/School District</th>
<th>Sponsor</th>
<th>Enrollment</th>
<th>Minority Population</th>
<th>Free and Reduced Meals</th>
<th>Special Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>#</td>
<td>%</td>
<td>#</td>
<td>%</td>
</tr>
<tr>
<td>Kellogg Charter School</td>
<td>Xavier College</td>
<td>76</td>
<td>47</td>
<td>62</td>
<td>52</td>
</tr>
<tr>
<td>(Opened in 1998)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Way Charter School</td>
<td>Washington College</td>
<td>61</td>
<td>38</td>
<td>62</td>
<td>34</td>
</tr>
<tr>
<td>(Opened in 1998)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gale Charter School</td>
<td>Randolph College</td>
<td>55</td>
<td>25</td>
<td>45</td>
<td>32</td>
</tr>
<tr>
<td>(Opened in 1998)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flock School District</td>
<td>--</td>
<td>45,349</td>
<td>28,335</td>
<td>62</td>
<td>28,230</td>
</tr>
<tr>
<td>(73 schools)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Focus Charter School</td>
<td>Xavier College</td>
<td>53</td>
<td>0</td>
<td>0</td>
<td>44</td>
</tr>
<tr>
<td>Face School District</td>
<td>--</td>
<td>688</td>
<td>23</td>
<td>3</td>
<td>288</td>
</tr>
<tr>
<td>(2 schools)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mission and Goals.

No specific mission statements were included on any of the charter contracts. Each contract includes the mention of setting goals but none of the contracts state what kind of goals or the time frame in which this process will take place. All four contracts outline the six purposes of charter schools outlined in Minnesota’s charter school law. These purposes specifically are:

1. to improve pupil learning,
2. to increase learning opportunities for pupils,
3. to create innovative forms of measuring outcomes,
4. to establish new accountability form for schools, and
5. to create new professional opportunities for teachers. (Minn. Stat. Ann. 124D.10 § 1).

Academic Goals, Performance Indicators and Assessments.

All four charter schools should conduct standardized testing on a fall/fall or spring/spring basis and are to show increases in student academic achievement equal to or greater than the achievement of students in the surrounding school district. Gale, Way, and Kellogg charter schools further specify that their achievement gains are to be equal to or greater than the achievement of students in public schools that serve similar student populations. All four schools will collect baseline performance data during the 1998-1999 school year in relation to the purposes of the schools. No mention is made of the assessment tools that will be used to collect this data. The effectiveness of each of the schools’ program will be evaluated after completion of the school’s terminal grade level. No mention is made of how this will be done in any of the four contracts. Additionally, all four of the charter schools’ pledge that their students will show successful progress on meeting the state’s graduation standards.

Non-Academic Goals, Performance Indicators and Assessments.

The four schools intend an individual pupil’s attendance will be greater than their attendance prior to enrolling in the charter school. No mention is made of how this data will be compiled. Other non-academic goals will be measured by collecting baseline survey data from both parents and teachers during the 1998-1999 school year. The parents’ feelings regarding satisfaction with the program, opportunities for parental input,
quality of the programs offered, accommodations made for individual needs, and opportunities for the students to use community resources will be surveyed. Teachers will be surveyed to determine the program areas that were successful, those areas that met with limited success and those program areas that need to be modified for the coming year. However, the term successful as it pertains to the program areas is not defined in this section. Additionally, while mention is made of collecting baseline survey data during the 1998-1999 school year, no mention is made of conducting follow-up surveys.

Fiscal Affairs.

The charter schools pledge to use Minnesota’s UFARS and the MARSS accounting systems. An annual independent audit should be conducted and reported to the sponsoring agency within 15 days of its completion and acceptance.

Rule Compliance.

All of the charter schools are to meet the same health and safety standards required of Minnesota’s school districts. Additionally they should comply with the state’s statutes pertaining to student immunization, discrimination, pupil discipline and dismissal, public school fees, and education of pupils with a disability to the same degree to which school districts are required. The Board of Directors of each school should also comply with the Minnesota Open Meeting Law and the Public Employment Relations Act. Finally, the schools are to abide by all applicable federal laws, statutes, and regulations.

Strategies for Renewal, Non-Renewal, Termination and Continuous Improvement.

All four of the charter school contracts may not be renewed or may be terminated during the authorized term of three years for the grounds outlined in Minnesota’s charter school law. The lawful process for notification of non-renewal or termination of the contract by the sponsor is also discussed.

Procedures for Reporting Progress and Customer Satisfaction.

Each charter school should report progress made in meeting its goals to its sponsor and the State Board of Education. The format of this report is be designed by each school and follow the State Board of Education requirements for reporting progress. While no mention is made of the time constraints in the reporting system, one might
assume that the reports would be done on an annual basis and follow the format specified in the document, *Annual Program Evaluation and Reporting System for Charter Schools*, adopted by the State Board of Education in January 1995.

**Summary of Accountability Elements in Post-Secondary Institutions’ Charter School Contracts.**

Academic performance of the four schools sponsored by post-secondary institutions is to be monitored through the use of either annual (fall/fall) or semi-annual (fall/spring) testing. All four schools intend to collect baseline performance testing during the 1998-1999 school year and future testing will determine if academic achievement levels are equal to or greater than that shown in the local school districts.

All schools should assess some of their non-academic goals using parent and teacher surveys. Parents will be asked to respond to statements about the overall school’s program meeting their needs. Teacher surveys will deal specifically with program strengths and weaknesses. The additional non-academic goal of increasing pupil attendance will also be assessed.

All four charter schools are to comply with CFL’s recommended procedures concerning fiscal audits, rule compliance, and strategies for renewal, non-renewal, and termination. Each of the charter schools should report to their sponsor and to the State Board of Education. The format, contents, and time frame of this report were not stated in the contract. Table 7 provides a summary of the accountability elements specified in the charter contracts of post-secondary institutions.

**School Districts**

Eight school districts served as sponsoring agencies for eight charter schools in this study. The contracts held between the eight school districts and their charter schools have been individually analyzed and then complied for this phase of the research. Table 8 contains specific demographic characteristics of all the charter schools and of all the school districts participating in this study. Among the demographic characteristics noted are the total enrollment, the percentage of minority students and the percentages of students who are eligible for free and reduced price meals and the students who receive special education services. Since percentages can often be misleading, the numbers of
<table>
<thead>
<tr>
<th>Institution</th>
<th>Goals</th>
<th>Academic</th>
<th>Non-academic</th>
<th>Fiscal</th>
<th>Rule</th>
<th>Renewal</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xavier College – Kellogg Charter School</td>
<td>Will set goals; 6 purposes</td>
<td>Standardized testing; Goals baseline performance data; Effective transition; Graduation standards</td>
<td>Attendance; Baseline data from surveys of parents, teachers</td>
<td>UFARS; MARSS; Annual audit</td>
<td>Health and safety; Student immunization; Discrimination; Pupil dismissal; Fees; Special ed.; Open Meetings; PERA; federal</td>
<td>3 years</td>
<td>Report to sponsor and State Board of Education</td>
</tr>
<tr>
<td>Washington College – Way Charter School</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
</tr>
<tr>
<td>Randolph College – Gale Charter School</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
</tr>
<tr>
<td>Xavier College – Focus Charter School</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
</tr>
</tbody>
</table>
actual students are provided next to the percentage figures. The charter schools and their school districts are:

- **Goodview Charter School** opened in 1994 to serve grades 7-12. Its 1998-1999 total student enrollment was 141. Goodview is geographically located in the Ground School District which has two K-6 elementary schools and one 7-12 secondary school. The total district student enrollment is 1465.

- **Earth Charter School** opened in September of 1997 to serve grades K-8. Its 1998-1999 total student enrollment was 51. Earth is geographically located in Esquire school district, which has five elementary schools, two middle schools and one senior high school. The total district student enrollment is 3,746.


- **Imagine Charter School** opened in January 1998 to serve grades K-12. Its total student population in 1998-1999 was 19. Imagine is geographically located in the Iris School District which has three schools, one serves grades K-4, one serves grades 5-8, and one serves grades 9-12. The total district student population in 1998-1999 was 1,619.

- **Longfellow Charter School** opened in September 1993 to serve grades K-12. During the 1998-1999 school year, its total student enrollment was 109. Longfellow Charter School is geographically located in the Lake School District, which has 14 schools and a total student enrollment of 2,942.

- **Heart Charter School** opened in September 1993 to serve grades K-12. Its total student enrollment in 1998-1999 was 119. Heart Charter School is geographically located in Hood School District, which has 12 schools and a total district student enrollment of 9,018.

- **Dash Charter School** opened in 1993 to serve grades K-8. Its total student enrollment was 152. Dash Charter School is geographically located the Dare School District, which has 11 schools and a total district student population of 4,673.
Table 8.

Demographics for Goodview, Earth, Major, Imagine, Longfellow, Heart, Dash, and Beta Charter Schools and Their Surrounding School Districts

<table>
<thead>
<tr>
<th>School/School District</th>
<th>Enrollment</th>
<th>Minority Population</th>
<th>Free and Reduced Meals</th>
<th>Special Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>%</td>
<td>#</td>
<td>%</td>
</tr>
<tr>
<td>Goodview Charter School (Opened in 1994)</td>
<td>141</td>
<td>4</td>
<td>3</td>
<td>34</td>
</tr>
<tr>
<td>Ground School District (has 3 schools)</td>
<td>1,465</td>
<td>142</td>
<td>10</td>
<td>352</td>
</tr>
<tr>
<td>Earth Charter School (Opened in 1997)</td>
<td>51</td>
<td>4</td>
<td>8</td>
<td>17</td>
</tr>
<tr>
<td>Esquire School District (has 8 schools)</td>
<td>3,746</td>
<td>2,129</td>
<td>6</td>
<td>523</td>
</tr>
<tr>
<td>Major Charter School (Opened in 1998)</td>
<td>143</td>
<td>22</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>Marshall School District (has 27 schools)</td>
<td>22,028</td>
<td>4,324</td>
<td>20</td>
<td>3,952</td>
</tr>
<tr>
<td>Imagine Charter School (Opened in 1998)</td>
<td>19</td>
<td>18</td>
<td>95</td>
<td>6</td>
</tr>
<tr>
<td>Iris School District (has 3 schools)</td>
<td>1,619</td>
<td>226</td>
<td>14</td>
<td>485</td>
</tr>
</tbody>
</table>
Table 8 Continued.

Demographics for Goodview, Earth, Major, Imagine, Longfellow, Heart, Dash, and Beta Charter Schools and Their Surrounding School Districts

<table>
<thead>
<tr>
<th>School/School District</th>
<th>Enrollment</th>
<th>Minority Population</th>
<th>Free and Reduced Meals</th>
<th>Special Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>#</td>
<td>%</td>
<td>#</td>
</tr>
<tr>
<td>Longfellow Charter School (Opened in 1993)</td>
<td>109</td>
<td>0</td>
<td>0</td>
<td>39</td>
</tr>
<tr>
<td>Lake School District (Has 14 schools)</td>
<td>2,942</td>
<td>293</td>
<td>10</td>
<td>1,026</td>
</tr>
<tr>
<td>Heart Charter School (Opened in 1993)</td>
<td>119</td>
<td>4</td>
<td>3</td>
<td>39</td>
</tr>
<tr>
<td>Hood School District (Has 12 schools)</td>
<td>9,018</td>
<td>306</td>
<td>3</td>
<td>689</td>
</tr>
<tr>
<td>Dash Charter School (Opened in 1993)</td>
<td>153</td>
<td>9</td>
<td>6</td>
<td>21</td>
</tr>
<tr>
<td>Dare School District (Has 11 schools)</td>
<td>4,673</td>
<td>325</td>
<td>7</td>
<td>1,304</td>
</tr>
<tr>
<td>Beta Charter School (Opened in 1997)</td>
<td>56</td>
<td>2</td>
<td>4</td>
<td>19</td>
</tr>
<tr>
<td>Beech School District (Has 4 schools)</td>
<td>1,354</td>
<td>176</td>
<td>13</td>
<td>484</td>
</tr>
</tbody>
</table>

*Note:* Compiled from “District Information,” CFL, 2000c.
- Beta Charter School opened in September 1997 to serve grades K-8. Its total student enrollment was 56. Beta Charter School is located in the Beech School District which has 4 schools: two K-6 schools, one 7-8 school and one 9-12 school. The total student enrollment for the district is 1,354 (CFL, 2000c).

The demographic data for the charter schools and the school districts show some distinct differences. First, one charter school, Imagine, has almost a total minority student population. No other charter school or school district in the study has such a high percentage of minority students. In contrast, Longfellow Charter School enrolls no minority students. Heart Charter School has a greater percentage of students eligible for free and reduced meals than any other charter school or school district. Dash Charter School has a somewhat lower percentage of students eligible for free and reduced meals. The other charter schools and their surrounding school districts have similar percentages of students eligible for free and reduced meals. Both Heart Charter School and Imagine Charter School have a greater percentage of students who receive special education services. Dash and Major Charter Schools have less students receiving special education services than the schools in their surrounding school districts. The other charter schools and their surrounding school districts have similar percentages of students receiving special education services.

An analysis of the charter contracts reveal that each of the school districts used the CFL document, Model Charter School Contract, as a guiding structure. Each school district however has added additional elements or expanded on the elements suggested in the CFL document. None of the eight school district charter contracts follows the Model Charter School Contract as closely as those contracts prepared by either the State School Board or the Post-Secondary institutions. Using the broad accountability categories on the Charter Analysis Form (Appendix H) an analysis of the charter contracts between the charter schools and their sponsors are discussed.

Mission and Goals.

The charter contracts of Iris, Hood, and Dare school districts contain mission statements. The other five contracts do not contain mission statements. The contract held between Iris School District and Imagine Charter School reflects a culturally based mission, which, given Imagine's 95% minority population, is not surprising. The contract
between Hood School District and Heart Charter School states a mission involving every child having a significant adult, which may or may not be a parent but who will be involved in the student’s educational process allowing the student to reaching their ultimate potential. Additionally, this contract states that Heart’s primary focus will be on are those students who are not on track to successfully graduate from school. The contract between Dare School District and Dash Charter School states the mission of the school is to allow children to develop their own complete individual potential.

Seven of the eight charter contracts outline the purposes of the school. The contracts of Beech, Ground, Lake, Iris, and Marshall school districts state the six purposes of charter schools as specified in Minnesota’s charter school law. The Dare School District’s contract states only four of the six purposes specified in the law. Noticeably absent are the purposes of creating innovative forms of measuring outcomes and establishing new school accountability forms. The contract held by Esquire School District includes the six purposes as specified in the law but includes five additional purposes. Among the additional purposes mentioned in Esquire School District’s contract are providing learning that involves real life learning experiences, providing learning experiences which are both integrated and interdisciplinary, providing self-directed learning experiences, providing project and community-based learning, and providing methods that encourage families to take an active part in the education of their children.

**Academic Goals, Performance Indicators and Assessments.**

Three of the eight charter contracts (Hood, Ground, and Dare School Districts) contain a description of the school’s program or curriculum as well as academic goals and assessments. Hood School District’s contract describes the components of Heart Charter School’s core curriculum: math, writing, reading, science, history/geography, physical education/health, the arts, and computer technology. It is the only contract that mentions co-curricular activities and that requires co-curricular activities as a part of each student’s education. Heart has adopted the recommended state outcomes and during its first year will develop its own academic outcomes for particular age and grade level groupings. Upon enrollment, Heart’s students are to be evaluated on skills and behavior. No mention is made of specific assessment tools, although it is stated that the school is to develop individual educational plans with input from the student’s significant adult.
Developing individual educational plans for at-risk students (Heart’s primary focus) is common.

The charter contract between Ground School District and Goodview Charter School describes a school program based on standard competencies similar to Minnesota’s Graduation Standards. The curriculum includes nine areas: the arts, communications, citizenship, mathematics, science, technology, personal management, inquiry, and lifelong learning. At Goodview Charter School, learning is not achieved through a series of courses but through a series of projects designed around individual educational plans. Goodview’s students are to achieve the minimum outcomes required by the State Board of Education. The individual educational plans with accompanying portfolios are to serve as the students’ progress reports.

The charter contract between Dare School District and Dash Charter School outlines activities included in the three levels of the school program at Dash. Dash’s Kindergarten program centers around activities in the specific areas of practical life—sensorial, cultural, mathematics, language, and social. At the elementary level, multiage student groups will develop skills in language, mathematics, cultural areas, physical education, and the arts. In the middle school, multiage student groups extend the educational program of the elementary school.

An appendix (Appendix A) is attached to this contract between Dare School District and Dash Charter School. Appendix A is an eight-page document labeled, “Program Level Outcomes.” An analysis of this document reveals that it only contains content standards. According to Manno (1999) content standards outline the knowledge and skills students should acquire but do not provide expected levels of proficiency. Content standards must be translated into performance standards to be assessed. Unfortunately no measurable standards are reported in this contract.

Major Charter School, located in Marshall School District, hired a private educational consultant at a significant cost ($10,000 budget item), an anomaly not found in any of the other charter schools in my research. A few schools in my study did refer to technical help received from CFL employees or from staff at the Center for School Change at the University of Minnesota, but none made reference to the actual hiring of a consultant to develop and complete an accountability plan. This contract and its three
appendices (A, B, and C), are more than 100 pages, almost 14 times the number of pages found in the post-secondary institution contracts.

Appendix B of the Marshall School District’s contract, more than 50 pages, outlines Minnesota’s recommended standards and performance outcomes for grades K-12. Appendix A of this same document, three and one-half pages, lists academic and non-academic performance indicators. For most indicators, a source for the specific data is recorded. However, the sources for all six of the academic achievement indicators are blank.

According to this contract between Marshall School District and Major Charter School, each student will have a “Learner Educational Plan” (LEP). This LEP is to be developed after the student’s abilities, interests, and learning styles are evaluated during the student’s initial enrollment year. The LEP is to be based on assessments made through the use of self-reports, parental reports, teacher reports, student records, criterion and norm-referenced measures, and standardized tests. The LEP is to be rewritten annually. The effectiveness of the school program in preparing students for transitioning into other grades or into other schools should be evaluated. No mention is made of how this will be done.

Three contracts (Lake, Beech, and Esquire School Districts) state that the charter schools should have minimum outcomes for student performance, which are described in an attachment. Surprisingly all 3 contracts were sent to me without the attachment. The Lake School District Superintendent was unable to locate this attachment. According to him, “I can’t find it and I don’t think it exists” (personal communication, March 15, 2000).

The Beech School District superintendent was unsure of the location of a document listing minimum student outcomes. Interviews with several Beech School District central office personnel revealed that Beta Charter School provided reports of annual standardized test results. However, Beta Charter School used a different standardized test than the school district, so comparison of student achievement levels was difficult according to the Beech School District central office personnel. However, according to the central office staff, students at Beta Charter School also take the state-mandated tests and these results are reported to the school district as well.
While I did not receive a document from the Esquire School District, interviews with both the director of Earth Charter School and the Superintendent of Esquire School District confirm that the school district requires a fairly detailed accountability process, elements of which are not specified in the charter contract. Additional accountability activities required of Earth Charter School include self-evaluations and a public school validation study (involves a site visit from a team of public school educators followed by a written report).

According to its contract, Imagine Charter School is to develop an individual learner plan (ILP) for each student. The ILP is to state “specific measurable outcomes” and the measurement methods for each curriculum area. Iris School District’s contract also states that Imagine Charter School should conduct standardized testing on an annual basis and is to show increases in student academic achievement greater than or equal to gains made in previous years. No mention is made of which specific standardized test will be used. The school should also collect baseline performance data during the 1998-1999 school year in relation to the purposes of the school. Here again no mention is made of the assessment tools that are to be used to collect this information. The effectiveness of the school program in preparing students for other school program or work should also be evaluated, but again, no discussion of how this will be done is provided. Additionally, Imagine Charter School students are to show progress on meeting or exceeding the Minnesota Graduation Standards.

**Non-Academic Goals, Performance Indicators and Assessments.**

Five of the contracts do not address any non-academic goals, performance indicators and assessments. These contracts are between: Hood School District and Heart Charter School; Dare School District and Dash Charter School; Lake School District and Longfellow Charter School; Esquire School District and Earth Charter School; and Beech School District and Beta Charter School.

The contract between Iris School District and Imagine Charter School and the contract between Marshall School District and Major Charter School both state that individual student attendance is to be equal to or greater than in previous years except in the case of serious illness or other emergency situations. No qualifying factors are given to define the phrases serious illness or other emergency situations, presuming that it is to
be individually interpreted, which could be a potential problem. According to the Iris School District Superintendent, “[Imagine Charter School personnel] are dealing with some kids who have either been abandoned by their families or have very little parental guidance” (personal communication, March 21, 2000). Increasing student attendance at Imagine, with this kind of student population may be difficult.

The contract between Iris School District and Imagine Charter School also states that baseline survey data from parents, teachers, community members, and community service agencies will be collected during the 1998-1999 school year. The parents’ feelings regarding satisfaction with the program, opportunities for parental input, quality of the programs offered, accommodations made for individual needs, and opportunities for the students to use community resources will be surveyed. Teachers will be surveyed to determine which program areas that were successful, those areas that met with limited success and those program areas that need to be modified for the coming year. Again no definition is provided for the term success, making the judgement of successful program areas very subjective. While mention is made of collecting baseline data during the 1998-1999 school year, no mention is made of conducting follow-up surveys.

The contract between Ground School District and Goodview Charter School states that annual program audits are to be conducted. A more complete discussion of this process can be found in the “Procedures for Reporting Progress and Customer Satisfaction” section below. Since the team is supposed to be evaluating the school’s strengths and weaknesses as well as opportunities for improvement one could assume that non-academic assessments should be included. No specific mention is made of the kind of assessments that might be used. However, an examination of Goodview’s annual report found survey results from both parents and students. Survey questions dealt primarily with their satisfaction with Goodview Charter School as measured by comparisons to specific features of their former school.

**Fiscal Affairs.**

The contract between Dare School District and Dash Charter School makes no reference to any accountability elements related to the fiscal affairs of the school. Perhaps the lack of fiscal accountability elements is related to Dash’s conversion from private school status to charter school status; the only charter school in the participant sample to
do so. However, regardless of the reason, it is hard to fathom that there is no mention of fiscal management in Dare’s contract with Dash Charter School.

Hood, Beech, Iris, and Lake School Districts’ charter contracts state that the charter schools pledge to use Minnesota’s UFARS and MARSS accounting systems. Additionally, all schools are to contract for an annual independent audit to be conducted and reported to the sponsoring agency within 15 days of its completion and acceptance.

The Lake School District’s contract contains an additional provision. Longfellow Charter School can not deficit spend more than two and a half percent of its operating budget. If the annual audit reveals deficit spending greater than this amount, then Longfellow Charter School must submit a plan to bring the deficit spending down to an acceptable level. Additionally, the Longfellow Charter School Board must assume all debt and Lake School District is not to be held responsible for any of Longfellow’s debt. While certainly unusual, the presence of these additional components seems reasonable when a specific aspect of Longfellow’s background is revealed. Longfellow converted from public school status to charter school status when Lake School District cited the school for potential closure. Obviously, the financial viability of Longfellow Charter School was questionable and Lake School District wanted no part of assuming any debt related to this school.

The contract between Esquire School District and Earth Charter School states that the school should comply with the same audit requirements of school districts. While not specifically stated this statement implies the same fiscal accountability as that required in the contracts of Hood, Lake, and Beech school districts.

The contract between Ground School District and Goodview Charter School states that the school is to operate in a fiscally responsible manner following generally acceptable standards of fiscal management. Goodview must submit an annual budget and cooperate with all annual audit procedures. No mention is made of utilizing the state accounting systems necessary for the Continuous Improvement Process being implemented by the state.

The contract between Marshall School District and Major Charter School states that the school is to hire or contract with a business manager familiar with school finance
and who will be responsible for the financial management of the school. No mention is made of acceptable practice within the field of fiscal operations.

**Rule Compliance.**

Seven of the eight charter contracts contain a broad statement about the charter schools being exempt from all Minnesota statutes and rules applicable to school boards and school districts. All seven also state that the schools should comply with Minnesota’s health and safety requirements for school districts. The eighth contract, between Dare School District and Dash Charter School, does not use the broad statement of exemption to Minnesota’s statutes and rules applicable to school districts. The only reference to rule compliance is that Dare must meet Minnesota’s health and safety requirements for school districts.

In addition to the broad statement concerning exemption to Minnesota statutes and rules, four of the contracts (Marshall, Iris, Hood, and Beech School Districts) state that they should comply with the state statutes pertaining to student immunization, discrimination, pupil discipline and dismissal, public school fees, and education of pupils with a disability to the same extent school districts are required to comply. The contract between Esquire School District and Earth Charter School states that Earth Charter School should comply with all the rules mentioned above with one exception. Esquire’s contract makes no reference to rules pertaining to the education of students with disabilities.

Ground’s contract with Goodview Charter School states that it is to comply with the state statutes related to discrimination, public school fees, and federal and state rules pertaining to the education of students with disabilities. According to its contract Goodview should also comply with the Public Employment Relations Act. The contract between Lake School District and Longfellow Charter School states Longfellow is to comply with this rule as well. The other six contracts make no reference to this act.

Noticeably absent in all school district contracts are references to compliance with applicable federal laws, statutes, and regulations. Also absent are references to compliance with the Minnesota Open Meeting Law.
Strategies for Renewal, Non-Renewal, Termination and Continuous Improvement.

The charter contracts of Marshall, Beech, Esquire, and Lake school districts may not be renewed or may be terminated during the three-year authorization term for any of the four reasons listed in Minnesota’s charter school law. These four grounds (in the 1998-1999 law) are:

- failing to meet the pupil performance standards written in the contract;
- failing to meet generally accepted methods of fiscal management;
- violating the law; and
- any other good cause that can be shown.

The process for notification of non-renewal or termination of the contract by the sponsor, as outlined in the law, is also described. For a complete discussion of this process, see the prior analysis of Minnesota’s charter school law.

The charter contracts of Ground School District and Iris School District contain the same discussion of non-renewal and termination as those discussed previously with one exception pertaining to the length of the contract term. According to Iris’ contract, the term is for two years. Ground’s contract states that they have granted a five-year authorization term to Goodview Charter School. When questioned about this difference, which is contrary to Minnesota’s law, the superintendent said “We went a little beyond the law, but the school is evaluated annually to ensure compliance with laws, making progress in student performance, and that the continuous improvement process is on track. The big review comes at the end of five years” (personal communication, March 20, 2000).

The contract between Hood School District and Heart Charter School does not discuss the grounds for renewal, termination, or non-renewal, nor does it discuss the notification process for termination or non-renewal. The contract simply states that the terms of the contract are for one year and the contract may be renewed or renegotiated each year.

The contract between Dare School District and Dash Charter School outlines the four grounds for terminating or not renewing the three-year contract. It does not discuss the procedure for notification of non-renewal or termination. This contract also discusses
the grounds for self-termination, the only contract to do so. According to this contract the grounds for self-termination are: (a) upon repeal or alteration of the charter school law; (b) failure to meet the generally accepted standards of fiscal management; (c) mutual agreement of both the charter school and the school district; and (d) any other good cause. An interview with the superintendent of Dare School District explained Dash’s charter school proposal was pushed by an outgoing school board member who “was interested in punishing the district for his defeat” (personal communication, March 21, 2000). The discussions relating to the district sponsoring the school were quite controversial and the district, on a 4-3 vote, decided to sponsor Dash Charter School. The district superintendent also remarked that none of the original charter developers of Dash Charter School were still involved in its operations. These events could explain the presence of the self-termination clause in Dash’s contract.

**Procedures for Reporting Progress and Customer Satisfaction.**

Of all the topics outlined so far, this area shows the widest variance in components and procedures outlined in the contracts between schools districts and their charter school. That being said, the contracts of three school districts, Lake, Esquire, and Beech, simply state that the charter schools should report at least annually to their school district sponsor and to the State Board of Education (now CFL). The nature of the reports and the time frame of the reports are to be decided by the mutual agreement of the charter school and the sponsoring school district. The contract between Hood School District and Heart Charter School contains no reference to reporting requirements. Because Hood School District declined to participate in the research, I was unable to gain any information from its perspective. The director of Heart Charter School did say that he felt the accountability system outlined in their contract was “very ambiguous with lots of room” (personal communication, March 16, 2000). He admitted that the charter contract was vague and that it could be interpreted in a variety of ways.

The contract between Marshall School District and Major Charter School states that the school is to develop a written self-evaluation process that provides input from parents, students, teachers, community members, and community service agencies. Major Charter School should also submit an annual report, which follows The Annual Program Evaluation and Reporting System for Charter Schools (see Appendix M). Its annual
The additional information includes:
(a) a general progress report of school operations and student progress; (b) reviews of the financial management and operations, facilities and capital equipment, and services and contracts; (c) a draft of a proposed budget for the upcoming year; (d) the school calendar; (e) arrangement and schedules for student transportation; and (f) a list of the activities pertaining to learning, community service and established business partnerships.

The contract between Iris School District and Imagine Charter School states that the school is to set goals and should report progress to its sponsoring school district on an annual basis. Imagine Charter School is to design the reporting format. Iris School District should review both the annual goals set by the school and the reports of pupil performance. An additional component of Iris’ contract is that a technical assistance team, composed of three members from CFL, is to conduct at a minimum three site visits per year. The purpose of the visits, according to the contract, is to learn more about the total school program, to discuss relevant issues, and to provide assistance if needed. This unusual component can most likely be explained by the fact that a similar school operating in the same location as Imagine Charter School was closed down by the State Board of Education in 1998 because of mismanagement. A group of parents who liked the concept of the former school but did not like the way it was operated, wrote a charter school proposal later that year. Imagine’s charter school proposal and contract reflect a program similar to the charter school that was closed down in 1998.

The contract between Dare School District and Dash Charter School states that the school is to submit an annual report of selected curriculum outcomes to their sponsoring school district and the State Board of Education. One of six curriculum areas should be reported on each year, in a rotating cycle, so that a complete report of the entire school program can be compiled after six years. The curriculum areas in the rotational cycle are math, language arts, geometry, biology, cultural studies, and reading. The format of the report, addressing a particular curriculum area should include curriculum outcomes, related purposes, achievement indicators, successful strategies, problems encountered, plans for program improvement responses to parental surveys, and an overall evaluation and summary.
The contract between Ground School District and Goodview Charter School states that the school program is to be audited annually by a “Charter School Evaluation Design Committee”. Membership of the committee included Ground’s Superintendent, a high school principal, two or three Ground School Board members, three members of Goodview’s staff, and three Goodview Board members. The team’s findings are to be presented to the Ground School Board and serve as the evaluation portion of Goodview’s annual report. The annual report should also include a progress report of the school’s operations, reviews of financial management, facilities and equipment, services and contracts, and a list of the learning activities, community services and partnerships the school participated in. Interviews with both the Ground School Superintendent and Goodview’s director confirmed the existence of a great working relationship between the two. According to Ground’s Superintendent, “I sit alone as the only administrator who recommended to their school board to sponsor a charter school” (personal communication, March 21, 2000). According to Goodview’s director, “we bring them [the Ground School Board] together each year for a meeting so we can respond directly to any concerns they might have. That is probably one of the best things we do” (personal communication, March 23, 2000).

Summary of Accountability Elements in School Districts’ Contracts.

The contracts of these eight school districts vary immensely. Most contracts outline the six purposes of the charter schools as specified in the law. A small number of the contracts contain a description of the school program. All charter contracts mention the existence of a list of minimum student outcomes. One charter school actually hired a consultant to help in the definition of accountability terms.

The majority of the contracts do not list any non-academic goals, performance indicators or assessments. All but one of the contracts has some provisions for monitoring fiscal accountability. Most charter contracts make a broad statement pertaining to the school’s exemption from Minnesota statutes and rules to same extent as school districts are exempt. No charter contracts make reference to complying with applicable federal laws, rules and regulations.

Seven of the eight charter contracts include information about the process of renewal, non-renewal or termination of the contract. Three of the contracts have re-
authorization terms that differ from the three-year term specified in the law. The procedures for reporting progress, for the most part, are unique, and differ from that which is specified in the CFL document Model Charter School Contract. The existence of differences in this area seem to be evidence that at least some thought and discussion around the area of reporting occurred before the contract was approved. Table 9 provides a summary of the accountability elements found in the charter contracts of school districts.

Patterns of Practice in Charter Contracts

Setting up a school that receives public funds and ensuring fiscal probity are difficult tasks. However, providing more challenge to the charter school developer and sponsoring agency is the job of designing an educational program involving the setting of meaningful goals, challenging standards and accurate performance indicators that are used to measure results. While the idea of an accountable education is extremely popular, the reality of designing such a program “turns out to be a rich stew of politics, technical and ethical problems, and ideological conflict” (Cohen, 1996, p. 117). Identifying the patterns of practice in charter contracts will help us to understand the variety of methods used to define the outputs of a results-based educational institution.

Patterns of Practice in Academic Assessment

An analysis of the individual charter contracts revealed most charter schools have been established to fulfill all six of the purposes of charter schools specified in Minnesota’s statute. By law, a charter school must also meet the minimum outcomes for public schools as determined by the Commissioner. Currently, the phrase, minimum outcomes, has been interpreted to mean the Minnesota Comprehensive Assessments and the Basic Standards Tests. All schools are required to participate in these two testing programs. The contracts of the majority of the charter schools in this study indicate that the students are to show “successful progress” in meeting the minimum outcomes adopted by the state. No contracts define the term successful progress.

Charter schools sponsored by the State Board of Education and post-secondary schools used standardized testing (in addition to the state-mandated tests) on an annual or semi-annual basis. Only one of the eight charter contracts of schools sponsored by school
Table 9.

Summary of Accountability Elements Found In School Districts' Charter Contracts

<table>
<thead>
<tr>
<th>District</th>
<th>Goals</th>
<th>Academic</th>
<th>Non-academic</th>
<th>Fiscal</th>
<th>Rule</th>
<th>Renewal</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground School District</td>
<td>6 purposes</td>
<td>Minimum state standards; IEP; Portfolios</td>
<td>Annual program audits by Charter School Evaluation Design Committee</td>
<td>Operate in fiscally responsible manner; Annual budget; Annual audit</td>
<td>Exempt from statues applicable to school districts and school boards; Health and safety; Discrimination; Fees; Special Ed; PERA</td>
<td>5 year term</td>
<td>Annual audit by special committee; Contents of annual report listed</td>
</tr>
<tr>
<td>Esquire School District</td>
<td>11 purposes</td>
<td>Minimum outcomes for student performance outcomes;</td>
<td>None</td>
<td>Audit requirements of state</td>
<td>Exempt from statues applicable to school districts and school boards; Student immunization; Discrimination; Pupil dismissal; Fees</td>
<td>3 year term</td>
<td>Annual report to sponsor and State Board of Education</td>
</tr>
<tr>
<td>Marshall School District</td>
<td>6 purposes</td>
<td>Minimum state standards; Academic performance indicators; LEP; Effective transition</td>
<td>Attendance; Baseline survey data from parents, teachers, community members, community service agencies</td>
<td>Business manager familiar with school finance</td>
<td>Exempt from statues applicable to school districts and school boards; Student immunization; Discrimination; Pupil dismissal; Fees; Special Ed.</td>
<td>3 year term</td>
<td>Self-evaluation; Annual report to follow State reporting guidelines an also additional info</td>
</tr>
<tr>
<td>Iris School District</td>
<td>6 purposes</td>
<td>ILP; annual standardized testing; Goals baseline performance data; Transition; Graduation standards</td>
<td>Attendance; Baseline survey data from parents, teachers, community members, community service agencies</td>
<td>UFARS; MARSS; annual audit</td>
<td>Exempt from statues applicable to school districts and school boards; Student immunization; Discrimination; Pupil dismissal; Fees; Special Ed.</td>
<td>2 year term</td>
<td>Annual report to report goal progress; Format designed by school; Pupil performance; Site visits</td>
</tr>
</tbody>
</table>

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### Table 9. (Continued)

#### Summary of Accountability Elements Found In School Districts' Charter Contracts

<table>
<thead>
<tr>
<th>District</th>
<th>Goals</th>
<th>Academic</th>
<th>Non-academic</th>
<th>Fiscal</th>
<th>Rule</th>
<th>Renewal</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake School District</td>
<td>6 purposes</td>
<td>Minimum Outcomes for student performance</td>
<td>None</td>
<td>UFARS; MARSS; Annual audit; Deficit spending limit; School assumes all debt</td>
<td>Exempt from statues applicable to school districts and school boards; Student immunization; Discrimination; Pupil dismissal; Fees; Special Ed.; PERA</td>
<td>3 year term</td>
<td>Annual report to sponsor and State Board of Education</td>
</tr>
<tr>
<td>Hood School District</td>
<td>Ultimate potential</td>
<td>State's outcomes for first year; own standards following years; IEP</td>
<td>None</td>
<td>UFARS; MARSS; Annual audit</td>
<td>Exempt from statues applicable to school districts and school boards; Student immunization; Discrimination; Pupil dismissal; Fees; Special Ed.</td>
<td>1 year term; No discussion of grounds for renewal, non-renewal; termination</td>
<td>None</td>
</tr>
<tr>
<td>Dare School District</td>
<td>4 of 6 purposes</td>
<td>Program Level Outcomes</td>
<td>None</td>
<td>None</td>
<td>Health and safety</td>
<td>3 year term; No discussion of procedure for notification of termination or non-renewal; Self-termination</td>
<td>Annual report on 1 of 6 curriculum areas; Specifies format; Full report completed at end of 6 years</td>
</tr>
<tr>
<td>Beech School District</td>
<td>6 purposes</td>
<td>Minimum outcomes for student performance</td>
<td>None</td>
<td>UFARS; MARSS; Annual audit</td>
<td>Exempt from statues applicable to school districts and school boards; Student immunization; Discrimination; Pupil dismissal; Fees; Special Ed.</td>
<td>3 year term</td>
<td>Annual report to sponsor and State Board of Education</td>
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</table>
districts indicate that the school should administer standardized tests. The charter contracts of the one school sponsored by the State Board of Education, the four schools sponsored by post-secondary institutions, and the one school sponsored by a school district state that the schools are to collect baseline performance data related to the purposes of the schools. No mention is made of the assessment tools that will be used to collect this data, or if similar data will be collected in subsequent years.

The charter contracts of school districts are the only contracts that mention additional modes of academic assessment. Four of the eight schools will use individual education plans. One school will also use portfolios to report individual student progress. Only one of the 13 schools participating in this study has identified performance standards and performance indicators, elements of a strong accountability system (Manno, 1999).

**Patterns of Practice in Non-Academic Areas**

The four post-secondary contracts and two of the school district contracts state that better individual attendance is to be a goal. The charter contracts of the six of the sponsoring agencies say the school is to conduct constituent satisfaction surveys. Five of these six states only that baseline data is to be collected. The sixth school is to conduct annual surveys. Most of the school district contracts do not address non-academic performance goals, standards, or assessments.

**Patterns of Practice in Fiscal Affairs**

Almost all of the charter contracts state or imply the use of the Uniform Financial Accountability and Reporting Standards (UFARS) and the Minnesota Automated Reporting Student System (MARSS). Most also comply with the Minnesota charter school law statue and conduct an annual audit. Only one charter contract does not address fiscal accountability.

**Patterns of Practice in Rule Compliance**

Almost all of the charter contracts state that the schools should comply with state and local health and safety standards. Most schools are to also comply with Minnesota’s statues related to student immunization, discrimination, pupil dismissal, public school fees, and the education of pupils with disabilities.
Patterns of Practice in Renewal and Termination of Contracts

Most of the charter contracts state the grounds for termination or non-renewal of the contract as well as the process for notification of termination of non-renewal. Most of the contract terms are for three years, the maximum time allowable under the Minnesota charter school statute. One contract states a term of one year, one states a term of two years and one states a term of five years. One school discusses the grounds of self-termination, an option not addressed in the law.

Patterns of Practice in Reporting Progress

All but one of the charter contracts makes reference to providing reports to the sponsoring agency and to the State Board of Education; most are to do so annually. In most charter contracts the contents and format of the report are not discussed. However, in four of the school district charter contracts the design of the annual report is discussed. The charter contracts of school districts also mention other methods of reporting progress, including site visits, self evaluation, and the establishment of a special evaluation committee. One school district contract does not mention any reporting requirements.

Summary of Patterns of Practice in Charter Contract Contents

Most of the charter school contracts address the ten issues outlined in Minnesota’s charter school law. Interestingly, only one truly addresses the fundamental elements of a results based education, goals, standards, and performance indicators. An analysis of the patterns of practice in Minnesota’s charter contracts shows that despite having ten years of experience with charter schools, there does not seem to be any true patterns of practice, common to all charter contracts.

Sponsors’ Determination of Charter School Accountability Processes

All the sponsoring agencies reported being given the opportunity to provide input into the writing of the charter contract. However the extent to which they actually did contribute to the writing of the contract differed greatly. An additional factor in this charter contract writing process was the degree to which the sponsoring agency wished to have input. A continuum exists, at one end are the sponsoring agencies that had a great deal of input, at the other end are the sponsoring agencies that merely reviewed an already completed contract and signed it. This continuum matches a continuum that
exists related to the desire of the sponsoring agency to take an active role in the formation of the contract. It seems that those who wanted to take an active part in the process reported having a great deal of input into the contract writing process. Those that really didn’t want to have input into the contract writing process, didn’t provide much input.

According to the superintendent of Marshall School District, “We sat down on four or five occasions over a two-month period and hammered the process out” (personal communication, March 20, 2000). The negotiation of the charter contract that exists between Marshall School District and Major Charter School involved charter school developers and staff as well as teachers and staff in the Marshall School District. The superintendent referring to the negotiating process said, “My strategy was to try and get as many people into the mix as possible” (personal communication, March 20, 2000). According to him, his strategy in the negotiations was to have in-depth discussions, which gave Major Charter School directors an indication of the issues they needed to be willing to confront. It is obvious that this school superintendent wanted a great deal of input into the charter contract and was able to create situations in which to bring about this result.

The Dare School superintendent had a somewhat related experience with the contract negotiations. The Dash Charter School proposal was promoted and supported by an outgoing school board member who was according to the Dare superintendent, “interested in punishing the district for his defeat” (personal communication, March 21, 2000). The superintendent and the charter school developers as well as the outgoing school board spent every night for several weeks negotiating the contract. The district, in a 4-3 vote, decided to sponsor Dash Charter School. In reflecting back on his experience the Dare School superintendent said, “It was a little like a shotgun marriage” (personal communication, March 21, 2000). Here again is a clear example of the superintendent taking a proactive approach in the development of the charter contract and, as a result, was able to provide a great deal of input into the contents of the actual charter.

At the other end of the continuum is the experience described by the Superintendent of Beech School District. Once the school board voted to sponsor Beta Charter School, the Beech School District Board of Education hired an attorney who specialized in charter school law to draft the document. When asked if he had input into
the contents of the charter the superintendent said, “Well, we saw copies of [the contract] ahead of time and looked at it.” He further explained his experience with the contract negotiating process, “I don’t know if there was anything that we thought was particularly out of line or lacking” (personal communication, March 22, 2000). While certainly the opportunity to negotiate the charter contract was present, this superintendent or his board chose not to provide input into the contents of the charter.

Somewhere in the middle of this continuum lies the experience of the superintendent of Iris School District. According to the Iris School District superintendent, “The lead charter school administrator and I sat down and did most of the draft work, but a lot of the contract was modeled on the model document the charter school developer received from the state” (personal communication, March 21, 2000). He went on to explain that while he believed there was an opportunity to influence the contents of the contract, the contract was, for the most part, a modification of the Model Charter School Contract.

Post-secondary institutions that serve as charter school sponsors had, as a group, similar experiences with the contract negotiating process. A representative of Washington College explained that she had a few initial discussions with the developers of Way Charter School. Since sponsoring a charter school was a new role for the college, however, the college made few changes to the contract designed by the developers. Strong evidence suggests similar experiences for all post-secondary institutions. Despite the fact that three different post-secondary institutions sponsor the four charter schools in this study, the contracts are virtually identical. It is understandable that contracts for the three charter schools developed by the same for-profit educational agency would be identical. However, the contract of the fourth school, Focus Charter School, which is not affiliated with the for-profit educational agency, is virtually identical to the other three. All four have been closely modeled after the CFL document, Model Charter School Contract.

According to an employee of CFL, “CFL can have input into the design of the contracts they sponsor” (personal communication, March 22, 2000). The contract for Vicar Charter School, the only school in this study that is sponsored by CFL, closely resembles the Model Charter School Contract. It is difficult to determine if this is because
Vicar Charter School, knowing that the CFL would be its sponsor, copied the contents from CFL’s suggested guidelines or if the charter contract was modified by CFL to match the guidelines of their published document. I would say that it was the former rather than the latter situation. CFL’s monitoring of charter schools is just beginning to evolve. Up until fairly recently, there were only a few CFL personnel to manage all facets of charter school approval and monitoring process. The responsibilities and duties are enormous. According to the superintendent of Esquire School District, “Most state agency employees are busy and have other jobs” (personal communication, March 7, 2000).

Patterns of Practice in Determining Charter School Accountability Processes

Minnesota’s charter school law indicates that the final authorization of the charter school is in the form of a contract signed by the sponsor and the Board of Directors of the charter school. The statute also specifies the 10 issues that must be addressed in the contract. CFL provides a template that may be used, by the sponsoring agencies and the charter school developers, when drafting the charter contract. Despite all this, an analysis of the contracts has revealed that most contain different accountability processes.

One major pattern of practice can be identified in the area of the sponsors’ determination of the charter school accountability process. The sponsoring agencies that wished to provide input about the contract contents did. Those that were ambivalent about the accountability processes specified in the charter usually provided little input. It is interesting to note that the school district sponsoring agencies were more likely to become involved in the actual contract writing process. As a group, the post-secondary institutions were less likely to become involved in the process. Perhaps, the Esquire School District superintendent is right, “The value of local school districts sponsoring charter schools, and I think they should be involved in the process, is that [the local school district] can keep the charter school’s feet to the fire” (personal communication, March 7, 2000).

Satisfaction With The Accountability Systems

The focus of the responses from both charter school directors and representatives of the sponsoring agencies, when asked about their satisfaction level with their current accountability system, was on their reporting systems. They assumed that the elements of their accountability systems were monitored through the annual report.
Satisfaction of directors and sponsoring agencies covered a range but can be divided fairly easily into four distinct levels. These levels range from those who are completely satisfied to directors and sponsoring agencies who are absolutely dissatisfied with their accountability systems. Within that continuum, there are those who think their accountability systems are tolerable, and those who believe their accountability systems are workable but express a sense of disinterest in the whole idea of monitoring accountability.

The superintendent of Ground School District expresses his complete satisfaction by saying, “I am very comfortable with our [accountability] process” (personal communication, March 21, 2000). He continues by explaining that the relationship between his school district and Goodview Charter School has evolved over time and that the accountability process has been modified as the relationship has changed. Ground’s accountability process centers around an annual meeting during which the school boards of both entities meet, review, and discuss the results of the evaluation process. According to Ground’s superintendent, in a collaborative atmosphere, both boards make recommendations “to continue to improve the system, curriculum and approaches” of Goodview Charter School (personal communication, March 21, 2000).

The design of Goodview’s annual reporting system helps to promote this cooperative philosophy. The reporting section of its contract outlines the formation of a “Charter School Evaluation Design Committee.” This committee is given the responsibility of annually auditing the school program. The committee is composed of members from the charter school board and staff and members from the school district board and staff. Representatives from both the school district and the charter school created this review process shortly after the initial charter contract was signed. In the words of the superintendent, “we worked at making sure that the evaluation was legitimate and substantive. It is a partnership at this point in time” (personal communication, March 22, 2000).

Interestingly enough, Goodview’s director also expresses almost complete satisfaction with the accountability process. “We are pretty well satisfied with the [accountability elements] that are in [the contract]” (personal communication, March 23, 2000). When asked whether there were any other additional elements that should be
added to the accountability system specified in the contract, the director spoke of plans to develop an independent learner rubric. “I would like to develop a critical thinking independent rubric component that can stand the test of time and that we can measure accountability with” (personal communication, March 23, 2000). She went on to describe the plans Goodview had to train the staff and then develop the rubric later this year. The support of the school district was assumed, further highlighting the existence of a true partnership based on trust.

The superintendent of Marshall School District also expressed his satisfaction with the accountability system outlined in the contract with Major Charter School. He attributed his comfort with the accountability system to the “clear delineation of the accountability expectations” stated in the contract (personal communication, March 14, 2000). He further described the design of the accountability system by saying, “We took the generalized issues that needed to be addressed [in the model contract] and tried to be fairly concrete in terms of what it meant” (personal communication, March 14, 2000). He also stated that he wanted to be fairly specific about the assessment tools that would be used to collect the data. “The concreteness of the charter was done purposefully” (personal communication, March 14, 2000). Unfortunately the director of Major Charter School did not return my phone calls, so I was unable to see if she was also satisfied with the accountability process detailed in the contract. However, in the annual report to the board, the director writes that Major Charter School hired a private educational consultant to provide assistance in “reflecting on the overall mission of the school and defining and determining the direction of growth” (Major Charter School, 1999). This statement seems to indicate a certain satisfaction with the elements specified in the contract. Interestingly the two school districts that expressed a great deal of satisfaction with the accountability process, Ground and Marshall, have very detailed accountability processes specified in their charter contracts and seem to be utilizing these accountability processes as originally intended.

The superintendent of Beech School District expressed a moderate amount of satisfaction with the accountability system specified in the contract with Beta Charter School. When asked if there were additional accountability components he would like to add to the charter contract he said, “I don’t really think so” (personal communication,
March 22, 2000). As he elaborated further however, he alluded to the fact that some people were unhappy with the testing requirement. He defended the testing requirement’s contribution to the accountability process and offered a solution: “maybe it is a matter of looking at a different form of testing, possibly in addition to the basic standards and things like that” (personal communication, March 22, 2000).

The superintendent of Dare School District also expressed a tolerance for the accountability process specified in his contract with Dash Charter School. When asked if he would like to add additional accountability requirements to the contract he stated, “No, the only thing is I really do take objection to is the state of Minnesota’s requirement that we have to . . . operate our transportation systems to suit the needs of the charter schools” (personal communication, March, 21, 2000). He continued by reflecting, “Minnesota still needs to do some work on their charter schools and some of its regulations” (personal communication, March 21, 2000).

A representative of the for-profit educational agency that developed Kellogg, Way, and Gale charter schools also expressed a moderate degree of satisfaction with the accountability requirements specified in their contracts. He stated, “Well I think [the accountability elements in the charter] are adequate as a beginning point . . . I think we are gradually becoming a little more sophisticated about how we handle those elements” (personal communication, March 16, 20000). When he was asked if there were any accountability elements he would like to add to the charter he answered the question indirectly by describing a piece of current legislation that would remove the charter approval process from CFL and would make it a relationship outlined in the contract between the sponsor and the charter school. He commented, “I don’t think it has more than a 50/50 chance of passing, but frankly I like the idea” (personal communication, March 16, 2000). His dissatisfaction apparently pertains more to the CFL approval process than the actual contents of the charter.

A prior analysis of the charter contracts of Beech and Dare school districts, as well as the contracts developed by the for-profit educational agency, found that the aspect of the reporting process was fairly loosely defined. Beech’s and the for-profit agency contracts state only that an annual report will be submitted; the details and format of the report are not discussed. Dare’s charter contract is a bit more defined but centers on
specific curriculum areas. Dash Charter School will set up a six-year rotational plan, evaluating one curriculum area per year. At the end of the six-year cycle all the curriculum areas of the school will have been reviewed. This six-year review cycle is in place, despite the contract term for Dash Charter School is only three years.

Representatives of Washington and Randolph Colleges, sponsors of two of the three schools developed by the for-profit educational agency, believe that their accountability systems are workable. Representatives of both sponsoring agencies expressed a disinterest in the whole accountability process. For example, the representative from Washington College remarked, “We don’t want to tell the school what to do in terms of accountability” (personal communication, February 10, 2000). A representative of Randolph College expressed a similar sentiment, “We don’t want to have anything to do with the school’s operations. . . . Our role is only to assure that outcomes are being achieved” (personal communication, March 13, 2000). When asked about additional accountability requirements he would like to add to his contract he responded, “I think that only thing that is missing is we don’t have any performance objectives around parental satisfaction” (personal communication, March 13, 2000). The contract between Randolph College and Gale Charter School states that baseline data of parental responses to surveys will be collected. Indeed, there is no mention of performance objectives for parental satisfaction.

Several school districts and directors of charter schools were not at all satisfied with the accountability processes specified in their charter contracts. Superintendents of Iris and Esquire school districts and the directors of Earth and Heart charter schools unequivocally answered no when asked if their accountability system, as specified in the charter contract, worked well. The Iris School superintendent, when asked about his accountability system for Imagine Charter School remarked, “I think that the intentions of the leadership of the charter school are pure. I think that [ensuring accountability] is what they really want to do” (personal communication, March 21, 2000). He continued to explain that the task of starting a school from scratch is overwhelming. In his eyes, Imagine Charter School is still trying to meet the school’s administrative requirements and in the process has not been able to focus on the accountability process. The Iris School superintendent believes that the director of Imagine Charter School would echo
his sentiments. “I think if you would talk to their lead administrator he would say they are definitely moving in the direction of trying to do benchmarking and chart progress and report as required but it just hasn’t gone that way” (personal communication, March 21, 2000). Unfortunately, the director of Imagine Charter School never returned my phone calls to schedule an interview, so I was unable to confirm this perspective.

The school superintendent of the Esquire school district also expressed dissatisfaction with the accountability process specified in the contract with Earth Charter School. “The accountability system is not exemplary at Earth. You know I’ve heard that [it is] from a lot of people but it is a myth, it’s not that good” (personal communication, March 7, 2000). Esquire School District requires the school to complete additional accountability processes that are not specified in the charter contract. Recently, the Esquire school district had Earth Charter School complete a self-study process and go through a public school validation study. Both processes were designed to provide more information about the charter school and its programs to the Esquire School District as it began the process of reviewing Earth Charter School for renewal. Some people have said that Esquire’s accountability process should serve as a model for others; however, Esquire’s superintendent does not agree. He said,

I got a call from the National Charter Schools Association who said you’ve got a model process. We’ve got a model process and hell we are just putting it together now. Esquire is taking a proactive stance and for that reason we are a model situation because most sponsors are not taking a proactive stance in regards to accountability. (personal communication, March 7, 2000)

The director of Earth Charter School confirms the perspective of the Esquire School District with regard to the accountability process specified in their charter contract. When asked about her feelings regarding the accountability process specified in her charter contract she said, “In the current contract we really don’t have any” (personal communication, March 17, 2000). To her, the most pressing issue is to “come up with specific statements and strategies for demonstrating accountability” (personal communication, March 17, 2000). When asked about additional accountability elements that should be stated in the charter she discussed the need to identify different facets of accountability, “things we should be doing and that we would be judged against the next
time” (personal communication, March 17, 2000). Earth begins to renegotiate its contract with Esquire School District this spring, Earth’s director outlined the need for developing an accountability process that can measure progress that is “holistic and integrative.” She said,

We want to see an assessment process that is whole and integrative; one that is performance-based, one that is asking the student to demonstrate what they know, and one that does not compare students with each other on some abstract standard.

(personal communication, March 17, 2000)

The director of Heart Charter School also felt the accountability system specified in their charter was inadequate. “It is very ambiguous with lots of room. It is almost too flexible and can cause problems when you try to interpret what it really means” (personal communication, March 16, 2000). Heart’s sponsoring district declined to participate in this study so I was unable to gain additional insight on the accountability process specified in the charter contract from another perspective.

Analysis of the contents of the charter about reporting progress found that Esquire’s contract with Earth Charter School and Iris’ contract with Imagine Charter School simply state that an annual report of the school’s progress will be made. The contracts for both Esquire and Iris school districts indicate that the nature of the reports will be decided on by the charter schools. The contract between Hood School District and Heart Charter School makes no reference to reporting progress. Perhaps the superintendents’ and directors’ dissatisfaction with the accountability processes specified in their charter contracts is related to their loosely defined process for reporting accountability. The words of the director of Heart Charter School sum up the feelings of this group, “All the charters seem to be written like the U.S. Constitution; with lots of room for interpretation” (personal communication, March 16, 2000).

Patterns of Practice in the Satisfaction with Accountability Processes

The only pattern of practice that could be discerned in the satisfaction level of charter school directors and sponsoring agencies with their accountability systems was the more highly detailed the process was in the charter contract the more satisfied the charter school directors and sponsoring agency representatives felt. Conversely, charter school directors and sponsoring agency representatives who had loosely defined
accountability processes specified in the charter contract felt dissatisfied with the accountability processes as specified in the contract.