## Appendix A

### Estimated Number of Charter Schools In Operation in 1999, By State

<table>
<thead>
<tr>
<th>State</th>
<th># of Schools Currently Operating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>18</td>
</tr>
<tr>
<td>Arizona</td>
<td>222</td>
</tr>
<tr>
<td>Arkansas</td>
<td>0</td>
</tr>
<tr>
<td>California</td>
<td>210</td>
</tr>
<tr>
<td>Colorado</td>
<td>68</td>
</tr>
<tr>
<td>Connecticut</td>
<td>17</td>
</tr>
<tr>
<td>Delaware</td>
<td>5</td>
</tr>
<tr>
<td>District Of Columbia</td>
<td>28</td>
</tr>
<tr>
<td>Florida</td>
<td>109</td>
</tr>
<tr>
<td>Georgia</td>
<td>31</td>
</tr>
<tr>
<td>Hawaii</td>
<td>2</td>
</tr>
<tr>
<td>Idaho</td>
<td>8</td>
</tr>
<tr>
<td>Illinois</td>
<td>20</td>
</tr>
<tr>
<td>Kansas</td>
<td>15</td>
</tr>
<tr>
<td>Louisiana</td>
<td>18</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>39</td>
</tr>
<tr>
<td>Michigan</td>
<td>146</td>
</tr>
<tr>
<td>Minnesota</td>
<td>54</td>
</tr>
<tr>
<td>Mississippi</td>
<td>1</td>
</tr>
<tr>
<td>Missouri</td>
<td>15</td>
</tr>
<tr>
<td>Nevada</td>
<td>1</td>
</tr>
<tr>
<td>New Hampshire</td>
<td>0</td>
</tr>
<tr>
<td>New Jersey</td>
<td>49</td>
</tr>
<tr>
<td>New Mexico</td>
<td>3</td>
</tr>
<tr>
<td>New York</td>
<td>5</td>
</tr>
<tr>
<td>North Carolina</td>
<td>78</td>
</tr>
<tr>
<td>Ohio</td>
<td>46</td>
</tr>
<tr>
<td>Oklahoma</td>
<td>2</td>
</tr>
<tr>
<td>Pennsylvania</td>
<td>48</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>2</td>
</tr>
<tr>
<td>South Carolina</td>
<td>10</td>
</tr>
<tr>
<td>Texas</td>
<td>168</td>
</tr>
<tr>
<td>Utah</td>
<td>6</td>
</tr>
<tr>
<td>Virginia</td>
<td>0</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>40</td>
</tr>
<tr>
<td>Wyoming</td>
<td>0</td>
</tr>
</tbody>
</table>

Note: The data are from U.S. Department of Education, 2000
Appendix B

. Ranking of State Charter School Laws

<table>
<thead>
<tr>
<th>State</th>
<th>Ranking of Charter School Legislation</th>
<th>Year Initial Charter School Legislation Passed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>26th strongest</td>
<td>1995</td>
</tr>
<tr>
<td>Arizona</td>
<td>Strongest</td>
<td>1994</td>
</tr>
<tr>
<td>Arkansas</td>
<td>34th strongest</td>
<td>1995</td>
</tr>
<tr>
<td>California</td>
<td>10th strongest</td>
<td>1992, amended 1998</td>
</tr>
<tr>
<td>Connecticut</td>
<td>22nd strongest</td>
<td>1996, amended 1997</td>
</tr>
<tr>
<td>District Of Columbia</td>
<td>3rd strongest</td>
<td>1996</td>
</tr>
<tr>
<td>Georgia</td>
<td>21st strongest</td>
<td>1993, amended 1998</td>
</tr>
<tr>
<td>Hawaii</td>
<td>32nd strongest</td>
<td>1994, amended 1998</td>
</tr>
<tr>
<td>Idaho</td>
<td>24th strongest</td>
<td>1998</td>
</tr>
<tr>
<td>Illinois</td>
<td>20th strongest</td>
<td>1996</td>
</tr>
<tr>
<td>Kansas</td>
<td>31st strongest</td>
<td>1994</td>
</tr>
<tr>
<td>Louisiana</td>
<td>14th strongest</td>
<td>1995, amended 1997</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>5th strongest</td>
<td>1993, amended 1997</td>
</tr>
<tr>
<td>Michigan</td>
<td>2nd strongest</td>
<td>1993</td>
</tr>
<tr>
<td>Mississippi</td>
<td>35th strongest</td>
<td>1997</td>
</tr>
<tr>
<td>Missouri</td>
<td>15th strongest</td>
<td>1998</td>
</tr>
<tr>
<td>Nevada</td>
<td>27th strongest</td>
<td>1997</td>
</tr>
<tr>
<td>New Jersey</td>
<td>17th strongest</td>
<td>1996</td>
</tr>
<tr>
<td>New Mexico</td>
<td>33rd strongest</td>
<td>1993</td>
</tr>
<tr>
<td>New York</td>
<td>7th strongest</td>
<td>1998</td>
</tr>
<tr>
<td>North Carolina</td>
<td>8th strongest</td>
<td>1996, amended 1997</td>
</tr>
<tr>
<td>Ohio</td>
<td>23rd strongest</td>
<td>1997</td>
</tr>
<tr>
<td>Pennsylvania</td>
<td>16th strongest</td>
<td>1997</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>28th strongest</td>
<td>1995, amended 1998</td>
</tr>
<tr>
<td>South Carolina</td>
<td>11th strongest</td>
<td>1996</td>
</tr>
<tr>
<td>Texas</td>
<td>9th strongest</td>
<td>1995, amended 1997</td>
</tr>
<tr>
<td>Utah</td>
<td>25th strongest</td>
<td>1998</td>
</tr>
<tr>
<td>Virginia</td>
<td>30th strongest</td>
<td>1998</td>
</tr>
<tr>
<td>Wyoming</td>
<td>29th strongest</td>
<td>1995</td>
</tr>
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</table>

Note. The data are from Center for Educational Reform, 1998, & 1999.
### Appendix C

**Benchmarking Matrix**

**Agency:**

<table>
<thead>
<tr>
<th>Mission and Goals</th>
<th>Educational Outcomes</th>
<th>Fiscal Affairs</th>
<th>Governance &amp; Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearly defined</td>
<td>Measurable Terms</td>
<td>Balanced Annual Budget</td>
<td>Lease or Deeds</td>
</tr>
<tr>
<td></td>
<td>Performance Indicators</td>
<td>Independent Audits</td>
<td>Copies of Agreements</td>
</tr>
<tr>
<td></td>
<td>Benchmarks</td>
<td>Quarterly Financial Statements</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Acceptable Accounting Principles</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Assessment Tools-Student**

| Standardized Tests | Portfolios | Performance Assessment | Teacher Assessments | Self Reports | Individual Evaluations | | | |
|--------------------|------------|------------------------|---------------------|--------------|------------------------| | | |
|                    |            |                        |                     |              |                        | | | |

**Assessment Tools- School**

| Parent Satisfaction | Public Satisfaction | Attendance Rates | Graduation Rates | Discipline Problems | Transfer Out Rate | Security Procedures | Meet Goals in Charter | |
|---------------------|----------------------|------------------|------------------|---------------------|-------------------|---------------------|----------------------| |
|                     |                      |                  |                  |                     |                   |                     |                      |
Appendix C (Page Two)

Benchmarking Matrix (continued)

Agency:

<table>
<thead>
<tr>
<th>Rule Compliance</th>
<th>Reviews</th>
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<tbody>
<tr>
<td>Federal Laws</td>
<td>Frequency</td>
</tr>
<tr>
<td>State Laws</td>
<td>Self-Study or Renewal Process</td>
</tr>
<tr>
<td>Charter Law</td>
<td>Site Visits</td>
</tr>
<tr>
<td>Background Law</td>
<td></td>
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<tr>
<td>Investigations</td>
<td></td>
</tr>
<tr>
<td>Open Meetings</td>
<td></td>
</tr>
<tr>
<td>Teacher Qualifications</td>
<td></td>
</tr>
<tr>
<td>Safety-Fire, Tornado, Health</td>
<td></td>
</tr>
<tr>
<td>Social Services</td>
<td></td>
</tr>
<tr>
<td>Charter Document</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting</th>
<th>Support</th>
<th>Additional Terms and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual and Long Term Benchmarks</td>
<td>Frequency</td>
<td>Interventions for Poor Performance</td>
</tr>
<tr>
<td>Litigation or Formal Proceedings</td>
<td>Bias Free and Clear</td>
<td>Procedures for Closing School/Revoking Charter</td>
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<tr>
<td>Specific Procedures</td>
<td>Document School and Student Performance</td>
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</tbody>
</table>


Appendix D

Initial List of Codes

<table>
<thead>
<tr>
<th>Categories</th>
<th>Labels</th>
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</thead>
<tbody>
<tr>
<td>Sponsor</td>
<td>Sp</td>
</tr>
<tr>
<td>Developer</td>
<td>Dv</td>
</tr>
<tr>
<td>Director</td>
<td>D</td>
</tr>
<tr>
<td>Collaborative Effort</td>
<td>CE</td>
</tr>
<tr>
<td>Individual Effort</td>
<td>IE</td>
</tr>
<tr>
<td>Interest</td>
<td>I</td>
</tr>
<tr>
<td>Disinterest</td>
<td>DI</td>
</tr>
<tr>
<td>Very Satisfied</td>
<td>Vs</td>
</tr>
<tr>
<td>Satisfied</td>
<td>S</td>
</tr>
<tr>
<td>Dissatisfied</td>
<td>Ds</td>
</tr>
<tr>
<td>Workable</td>
<td>W</td>
</tr>
<tr>
<td>Needs Change</td>
<td>NC</td>
</tr>
<tr>
<td>No Accountability</td>
<td>NA</td>
</tr>
</tbody>
</table>
Appendix E

Charter School Accountability:
Patterns of Practice Among Multiple Sponsoring Agencies
Interview Protocol

Organizational name:

Interviewee:

Position of interviewee:

Date of interview:

Time of interview:

I. Acknowledgement, introductions and clarification of school’s name, grades served and mission as provided by CFL.

1. Hi. My name is Terry Wiita and I am a doctoral candidate in Educational Leadership and Policy Studies at Virginia Polytechnic and State University in Blacksburg, VA. Thank you for taking the time to speak with me today. Before I begin let me assure you that I will disclose neither your name nor the name of your institution in my final research report. While I will be taking notes during the interview, I would also like to audiotape the proceedings. This will enable me to have an accurate record of the interview when I begin my data analysis. Do I have your permission to tape this interview? We will begin the interview now. If you need clarification of any question at any time, please ask me to further explain my intent.

2a. What is the name of your organization?

2b. For sponsoring agencies only – What is the name of the charter school you sponsor?

3. What grades does your charter school serve?

4. What is the mission of your school? (the mission statement from the CFL’s web site will be already printed here) Changes will be made as needed.
II. Briefly describe the research study

Virginia’s charter school law was passed in 1998. As in the case with many of the charter school laws, Virginia’s is not specific on the types of accountability, beyond standardized tests, that sponsoring agencies may use to assess their charter school’s performance. Our State Department of Education, like your Department of Families, Children and Learning is busy trying to provide some framework for accountability of its charter schools. Since Minnesota has a long and successful history of sponsoring charter schools (based on the number of closures) we are hoping to conduct a study of the accountability requirements outlined in the different charter school contracts; a document representing the collaboration of both the charter school and its sponsoring agency. The performance of the school as measured by the types of oversight duties the sponsoring agency assumes is extremely important aspect of the charter school movement. In Virginia, despite the fact that our charter school law was passed two years ago, no charter schools exist. The issue of how sponsoring agencies can and should hold their charter schools accountable can be a major stumbling block. Your expertise in this area is valuable information for this study.

III. Ask questions to clarify any information gleaned from the analysis of the charter contract that is puzzling.

IV. Interview questions:

1. How did you become involved in the charter school?

2. What are your feelings regarding the accountability system specified in your charter contract?

3. How does the accountability system specified in your charter match the intent of the Minnesota law and its interpretation (1998) by both the Department of families, Children, and Learning and the State Board of Education in 1998, the year you first developed the charter contract? Remember, I am not talking about the changes recently implemented by the Children, Families, and Learning Department.
4. How do you feel about the mandatory testing requirement

   Schools with grades 3 and 5: the MACS?

   Schools with grades 8 and above: The Basic Standards Test in math and reading?

   Schools with grade 10 or above: The Basic Standards Test in written composition?

   Schools with grades 9-12: Profile of Learning?

5. What additional components should be added to the accountability system as specified in your charter contract to more accurately reflect the performance of your students? And the performance of the school?
Appendix F

February, 2000

Dear Superintendent,

Thank you for speaking with me on the phone. I appreciate the time you took to speak to me as well as the information you provided. As I suggested in the phone conversation, I am sending a detailed description of the research being conducted. I hope that you will agree to help me in this endeavor.

Virginia’s charter school law was passed in 1998. As in the case with many of the charter school laws, Virginia’s is not specific on the types of accountability, beyond standardized tests, that sponsoring agencies may use to assess their charter school’s performance. Our State Department of Education, like your Department of Families, Children and Learning is busy trying to provide some framework for accountability of its charter schools. Since Minnesota has a long and successful history of sponsoring charter schools (based on the number of closures) we are hoping to conduct a study of the accountability requirements outlined in the different charter school contracts; a document representing the collaboration of both the charter school and its sponsoring agency. The performance of the school as measured by the types of oversight duties the sponsoring agency assumes is extremely important aspect of the charter school movement. In Virginia, despite the fact that our charter school law was passed two years ago, no charter schools exist. The issue of how sponsoring agencies can and should hold their charter schools accountable can be a major stumbling block. Your expertise in this area is valuable information for this study.

I have spoken with the Minnesota Department of Children, Families and Learning and they have sent me copies of the documents they provide to sponsoring agencies and the charter schools in regards to drafting the charter school contract, especially in the area of devising the accountability framework. However, I also need your assistance in this important work. Your participation will involve: 1) providing a copy of the charter contract you have established with your charter school and any other documents that will help me to understand the accountability system that exists between your school district and the charter school and 2) participating in a short telephone interview to discuss your satisfaction with the current accountability system. While your participation in this study is voluntary, I really need your specific input. I hope that you will consent to participate. The results of the study will be released but neither your name nor the name of the school will be used. I anticipate this study being completed in the next month and would be willing to send you a copy of the findings. I have attached a copy of the consent form. I ask that you return this form along with the charter contracts and any other accountability documentation to me as soon as possible. I have enclosed a mailing label and a five-dollar check to help cover the handling and mailing costs.

If you have any questions concerning this study, I will be happy to discuss them with you. You may reach me by phone at 540-638-7133 or by e-mail at twitu@neocom.net or by mail at 636 Jeb Stuart Road, Martinsville, VA, 24112. Once I receive your documents, I will be contacting you to establish a day and time for the telephone interview. I look forward to completing this study with your help. I thank you in advance for your support.

Sincerely,

Terry Wiita
Doctoral Candidate
Virginia Tech
Department of Educational Leadership and Policy Studies
Appendix F (page two)

Informed Consent for Participants of Investigative Projects

Research Title: Charter School Accountability: Patterns of Practice Among Multiple Sponsoring Agencies

Investigator: Terry Wiita

Purpose: The purpose of this study is to explore the accountability processes in a state whose legislation allows for multiple sponsors.

Procedures: The two primary data collection methods to be used in this study will be document analysis and interviews. Charter school operators and sponsoring agencies’ representatives will be interviewed following the document review. Interview questions will primarily deal with the satisfaction both the sponsoring agencies and the schools have in using their current accountability system. The interview will also solicit ideas for improvement in the accountability process. Interview questions may also serve to clarify any of the information that emerges from the document review and analysis phrase of the research.

Benefits of This Project: The participants will encounter no risks other than what would be expected in normal everyday activity. Participation in this research study will be voluntary.

No specific benefits to the individual participants can be expected nor promised. The research will add to the growing body of literature on charter schools.

Confidentiality/Anonymity: Permission to tape the phone interviews will be obtained from the participants. Additionally, field notes will be taken during the interview. The primary researcher will transcribe the audiotapes for the analysis process. No one except the primary researcher will have access to the audiotapes or their transcriptions. At the conclusion of the study the audiotapes and the transcriptions will be destroyed. Confidentiality of the school names and interview sources will be guaranteed.

Compensation: Participants will not be compensated for their participation.

Freedom to Withdraw: Participants are free to withdraw from the study at any time without penalty.

Approval of Research: This research project has been approved, as required, by the Institutional Review Board for Research Involving Human Subjects at Virginia Polytechnic Institute and State University, and by the Department of Educational Leadership and Policy Studies.

Subject’s Responsibilities: I voluntarily agree to participate in this study. My responsibilities are (1) to read and sign the consent form; (2) answer questions during the interview process, and (3) provide access to any documents relevant to the research.

Subject’s Permission: I have read and understand the Informed Consent and conditions of this project. I have had all my questions answered. I hereby acknowledge the above and give my voluntary consent for participation in this project. If I participate, I may withdraw at any time without penalty. I agree to abide by the rules of this project.

_________________________________                    ___________________
(Signature)                                                               (Date)

Should I have any questions about this research or its conduct, I may contact:

Terry Wiita, Investigator at 540-638-7133 or
Dr. Jennifer Sughrue, Faculty Advisor at 540-231-9707 or
H.T. Hurd, Chair, IRB Research Division at 540-231-5281
Appendix G

February, 2000

Dear (Director’s Name),

Virginia’s charter school law was passed in 1998. As is the case with many charter school laws, Virginia’s is not specific on the type of accountability, beyond standardized tests, that charter schools may use to document both individual and school performance. Our State Department of Education, like you Department of Families, Children and Learning is busy trying to provide some framework for accountability of its charter schools. Since Minnesota has a long and successful history of charter schools (based on the number of closures) we are hoping to conduct a study of the accountability requirements outlined in the different charter school contracts; a document representing the collaboration of both the charter school and its sponsoring agency. The performance of the school, as measured by the types of oversight duties the sponsoring agency assumes is an extremely important aspect of the charter school movement. In Virginia, despite the fact that our charter school law was passed two years ago, no charter schools exist. The issue of how charter schools are being held accountable can be a major stumbling block. Your expertise is valuable information for this study.

I have spoken with the Minnesota Department of Children Families and Learning and they have sent me copies of the documents they provide to potential charter school founders in regards to drafting the charter school contract, especially in the area of devising the accountability framework. However, I also need your assistance in this important work. Your participation will involve: 1) providing a copy of the charter contract you have established with your sponsor and any other documents that will help me to understand the accountability system that exists between your charter school and your sponsor and 2) participating in a short (no more than 15 minutes) telephone interview (questions attached) to discuss your satisfaction with your current accountability system. While your participation in this study is voluntary, I really need your specific input. I hope you will consent to participate. The results of this study will be released but neither your name nor the name of the school will be used. I anticipate this study being completed in the next month and would be willing to send you a copy of the findings. I have attached a copy of the consent form. I ask that you return this form along with the charter contract and any other accountability documentation to me as soon as possible. I have enclosed a mailing label and a five-dollar check to help cover the handling and mailing costs. If you prefer, my fax number is 804-792-6610.

If you have any questions concerning this study, I will be happy to discuss them with you. You may reach me by phone at 540-638-7133 or by e-mail at twiita@neocom.net or by mail at 636 Jeb Stuart Road, Martinsville, VA, 24112. Once I receive your documents, I will be contacting you to establish a day and time for the telephone interview. I look forward to completing this study with your help. I thank you in advance for your support.

Sincerely,

Terry Wiita
Doctoral Candidate
Virginia Tech
Department of Educational Leadership and Policy Studies
Appendix H

Charter Analysis Form

School:
Sponsoring Agency:

Accountability Elements

1. Mission and Goals Statement-

2. Academic Goals, Performance Indicators and Assessments -

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

4. Fiscal Affairs-

5. Rule Compliance-

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

7. Procedures For Reporting Progress and Customer Satisfaction-

8. Strategies for Renewal, Non-Renewal, Termination and Continuing Improvement-

9. Procedures for reporting Progress and Customer Satisfaction-
124D.10. Charter schools

Subdivision 1. Purposes. (a) The purpose of this section is 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 different and innovative forms of measuring outcomes;

(5) establish new forms of accountability for schools; or

(6) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

(b) This section does not provide a means to keep open a school that otherwise would be closed. Applicants in these circumstances bear the burden of proving that conversion to a charter school fulfills a purpose specified in this subdivision, independent of the school's closing.

Subd. 2. Applicability. This section applies only to charter schools formed and operated under this section.

Subd. 3. Sponsor. A school board, intermediate school district school board, education districts organized under sections 123A.15 to 123A.19, private college, community college, state university, technical college, or the University of Minnesota may sponsor one or more charter schools.

Subd. 4. Formation of school. (a) A sponsor may authorize one or more licensed teachers under section 122A.18, subdivision 1, to operate a charter school subject to approval by the commissioner. A board must vote on charter school application for sponsorship no later than 90 days after receiving the application. After 90 days, the applicant may apply to the commissioner. If a board elects not to sponsor a charter school, the applicant may appeal the board's decision to the commissioner. If the commissioner authorizes the school, the commissioner must sponsor the school according to this section. The school must be organized and operated as a cooperative under chapter 308A or nonprofit corporation under chapter 317A.

(b) Before the operators may form and operate a school, the sponsor must file an affidavit with the commissioner stating its intent to authorize a charter school. The affidavit must state the terms and conditions under which the
sponsor would authorize a charter school. The commissioner must approve or disapprove the sponsor’s proposed authorization within 60 days of receipt of the affidavit. Failure to obtain commissioner approval precludes a sponsor from authorizing the charter school that was the subject of the affidavit.

(c) The operators authorized to organize and operate a school must hold an election for members of the school’s board of directors in a timely manner after the school is operating. Any staff members who are employed at the school, including teachers providing instruction under a contract with a cooperative, and all parents of children enrolled in the school may participate in the election. Licensed teachers employed at the school, including teachers providing instruction under a contract with a cooperative, must be a majority of the members of the board of directors, unless the commissioner waives the requirement for the school. A provisional board may operate before the election of the school’s board of directors. Board of director meetings must comply with section 471.705.

(d) The granting or renewal of a charter by a sponsoring entity must not be conditioned upon the bargaining unit status of the employees of the school.

Subd. 5. Conversion of existing schools. A board may convert one or more of its existing schools to charter schools under this section if 60 percent of the full-time teachers at the school sign a petition seeking conversion. The conversion must occur at the beginning of an academic year.

Subd. 6. Contract. The sponsor’s authorization for a charter school must be in the form of a written contract signed by the sponsor and the board of directors of the charter school. The contract must be completed within 90 days of the commissioner’s approval of the sponsor’s proposed authorization. The contract for a charter school must be in writing and contain at least the following:

1. a description of a program that carries out one or more of the purposes in subdivision 1;
2. specific outcomes pupils are to achieve under subdivision 10;
3. admission policies and procedures;
4. management and administration of the school;
5. requirements and procedures for program and financial audits;
6. how the school will comply with subdivisions 8, 13, 16, and 23;
7. assumption of liability by the charter school;
8. types and amounts of insurance coverage to be obtained by the charter school;
9. the term of the contract, which may be up to three years; and
10. if the board of directors or the operators of the charter school provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65, a description of the financial parameters within which the charter school will operate to provide the special instruction and services to children with a disability.

Subd. 7. Public status; exemption from statutes and rules. A charter school is a public school and is part of the state’s system of public education. Except as provided in this section, a charter school is exempt from all statutes and rules applicable to a school, a board, or a district, although it may elect to comply with one or more provisions of statutes or rules.
Subd. 8. State and local requirements. (a) A charter school shall meet all applicable state and local health and safety requirements.

(b) A school sponsored by a school board may be located in any district, unless the school board of the district of the proposed location disapproves by written resolution. If such a board denies a request to locate within its boundaries a charter school sponsored by another school board, the sponsoring school board may appeal to the commissioner. If the commissioner authorizes the school, the commissioner must sponsor the school.

(c) A charter school must be nonsectarian in its programs, admission policies, employment practices, and all other operations. A sponsor may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or a religious institution.

(d) Charter schools must not be used as a method of providing education or generating revenue for students who are being home-schooled.

(e) The primary focus of a charter school must be to provide a comprehensive program of instruction for at least one grade or age group from five through 18 years of age. Instruction may be provided to people younger than five years and older than 18 years of age.

(f) A charter school may not charge tuition.

(g) A charter school is subject to and must comply with chapter 363 and section 121A.04.

(h) A charter school is subject to and must comply with The Pupil Fair Dismissal Act, sections 121A.40 to 121A.56, and the Minnesota Public School Fee law, sections 123B.34 to 123B.39.

(i) A charter school is subject to the same financial audits, audit procedures, and audit requirements as a district. The audit must be consistent with the requirements of sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program at the school. The department of children, families, and learning, state auditor, or legislative auditor may conduct financial, program, or compliance audits.

(j) A charter school is a district for the purposes of tort liability under chapter 466.

Subd. 9. Admission requirements. A charter school may limit admission to:

(1) pupils within an age group or grade level;

(2) people who are eligible to participate in the graduation incentives program under section 124D.68; or

(3) residents of a specific geographic area where the percentage of the population of non-Caucasian people of that area is greater than the percentage of the non-Caucasian population in the congressional district in which the geographic area is located, and as long as the school reflects the racial and ethnic diversity of the specific area.

A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot.

A charter school may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

Subd. 10. Pupil performance. A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students. In the absence of the commissioner’s requirements, the school must meet the outcomes contained in the contract with the sponsor. The achievement levels of the outcomes contained in the contract may exceed the achievement levels of any outcomes adopted by the commissioner for
public school students.

**Subd. 11. Employment and other operating matters.** A charter school must employ or contract with necessary teachers, as defined by section 122A.15, subdivision 1, who hold valid licenses to perform the particular service for which they are employed in the school. The school may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services. The school may discharge teachers and nonlicensed employees. A person, without holding a valid administrator’s license, may perform administrative, supervisory, or instructional leadership duties.

The board of directors also shall decide matters related to the operation of the school, including budgeting, curriculum and operating procedures.

**Subd. 12. Pupils with a disability.** A charter school must comply with sections 125A.02, 125A.03 to 125A.24, and 125A.65 and rules relating to the education of pupils with a disability as though it were a district.

**Subd. 13. Length of school year.** A charter school must provide instruction each year for at least the number of days required by section 120A.22, subdivision 5. It may provide instruction throughout the year according to sections 124D.12 to 124D.127 or 124D.128.

**Subd. 14. Annual public reports.** A charter school must report at least annually to its sponsor and the commissioner the information required by the sponsor or the commissioner. The reports are public data under chapter 13.

**Subd. 15. Review and comment.** The department must review and comment on the evaluation, by the chartering school district, of the performance of a charter school before the charter school’s contract is renewed. The information from the review and comment shall be reported to the commissioner of children, families, and learning in a timely manner. Periodically, the commissioner shall report trends or suggestions based on the evaluation of charter school contracts to the education committees of the state legislature.

**Subd. 16. Transportation.** (a) By July 1 of each year, a charter school must notify the district in which the school is located and the department of children, families, and learning if it will provide transportation for pupils enrolled in the school for the fiscal year.

(b) If a charter school elects to provide transportation for pupils, the transportation must be provided by the charter school within the district in which the charter school is located. The state must pay transportation aid to the charter school according to section 124D.11, subdivision 2.

For pupils who reside outside the district in which the charter school is located, the charter school is not required to provide or pay for transportation between the pupil’s residence and the border of the district in which the charter school is located. A parent may be reimbursed by the charter school for costs of transportation from the pupil’s residence to the border of the district in which the charter school is located if the pupil is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil’s actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

At the time a pupil enrolls in a charter school, the charter school must provide the parent or guardian with information regarding the transportation.

(c) If a charter school does not elect to provide transportation, transportation for pupils enrolled at the school must be provided by the district in which the school is located, according to sections 123B.88, subdivision 6, and 124D.03, subdivision 8, for a pupil residing in the same district in which the charter school is located. Transportation may be provided by the district in which the school is located, according to sections 123B.88, subdivision 6, and 124D.03, subdivision 8, for a pupil residing in a different district.
Subd. 17. Leased space. A charter school may lease space from a board eligible to be a sponsor or other public or private nonprofit nonsectarian organization. If a charter school is unable to lease appropriate space from an eligible board or other public or private nonprofit nonsectarian organization, the school may lease space from another nonsectarian organization if the department of children, families, and learning, in consultation with the department of administration, approves the lease. If the school is unable to lease appropriate space from public or private nonsectarian organizations, the school may lease space from a sectarian organization if the leased space is constructed as a school facility and the department of children, families, and learning, in consultation with the department of administration, approves the lease.

Subd. 18. Authority to raise initial working capital. A sponsor may authorize a charter school before the applicant has secured its space, equipment, facilities, and personnel if the applicant indicates the authority is necessary for it to raise working capital. A sponsor may not authorize a school before the commissioner has approved the authorization.

Subd. 19. Disseminate information. The sponsor, the operators, and the department of children, families, and learning must disseminate information to the public on how to form and operate a charter school and how to utilize the offerings of a charter school. Particular groups to be targeted include low-income families and communities, and students of color.

Subd. 20. Leave to teach in a charter school. If a teacher employed by a district makes a written request for an extended leave of absence to teach at a charter school, the district must grant the leave. The district must grant a leave for any number of years requested by the teacher, and must extend the leave at the teacher's request. The district may require that the request for a leave or extension of leave be made up to 90 days before the teacher would otherwise have to report for duty. Except as otherwise provided in this subdivision and except for section 122A.46, subdivision 7, the leave is governed by section 122A.46, including, but not limited to, reinstatement, notice of intention to return, seniority, salary, and insurance.

During a leave, the teacher may continue to aggregate benefits and credits in the teachers' retirement association account by paying both the employer and employee contributions based upon the annual salary of the teacher for the last full pay period before the leave began. The retirement association may impose reasonable requirements to efficiently administer this subdivision.

Subd. 21. Collective bargaining. Employees of the board of directors of a charter school may, if otherwise eligible, organize under chapter 179A and comply with its provisions. The board of directors of a charter school is a public employer, for the purposes of chapter 179A, upon formation of one or more bargaining units at the school. Bargaining units at the school must be separate from any other units within the sponsoring district, except that bargaining units may remain part of the appropriate unit within the sponsoring district, if the employees of the school, the board of directors of the school, the exclusive representative of the appropriate unit in the sponsoring district, and the board of the sponsoring district agree to include the employees in the appropriate unit of the sponsoring district.

Subd. 22. Teacher and other employee retirement. (a) Teachers in a charter school must be public school teachers for the purposes of chapters 354 and 354a.

(b) Except for teachers under paragraph (a), employees in a charter school must be public employees for the purposes of chapter 353.

Subd. 23. Causes for nonrenewal or termination of charter school contract. (a) The duration of the contract with a sponsor must be for the term contained in the contract according to subdivision 6. The sponsor may or may not renew a contract at the end of the term for any ground listed in paragraph (b). A sponsor may unilaterally terminate a contract during the term of the contract for any ground listed in paragraph (b). At least 60 days before not renewing or terminating a contract, the sponsor shall notify the board of directors of the charter
school of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable
detail and that the charter school's board of directors may request in writing an informal hearing before the
sponsor within 14 days of receiving notice of nonrenewal or termination of the contract. Failure by the board of
directors to make a written request for a hearing within the 14-day period shall be treated as acquiescence to the
proposed action. Upon receiving a timely written request for a hearing, the sponsor shall give reasonable notice
to the charter school's board of directors of the hearing date. The sponsor shall conduct an informal hearing
before taking final action. The sponsor shall take final action to renew or not renew a contract by the last day of
classes in the school year. If the sponsor is a local board, the school's board of directors may appeal the
sponsor's decision to the commissioner.

(b) A contract may be terminated or not renewed upon any of the following grounds:

(1) failure to meet the requirements for pupil performance contained in the contract;

(2) failure to meet generally accepted standards of fiscal management;

(3) violations of law; or

(4) other good cause shown.

If a contract is terminated or not renewed, the school must be dissolved according to the applicable provisions of
chapter 308A or 317A.

Subd. 24. Pupil enrollment upon nonrenewal or termination of charter school contract. If a contract is not
renewed or is terminated according to subdivision 23, a pupil who attended the school, siblings of the pupil, or
another pupil who resides in the same place as the pupil may enroll in the resident district or may submit an
application to a nonresident district according to section 124D.03 at any time. Applications and notices required
by section 124D.03 must be processed and provided in a prompt manner. The application and notice deadlines in
section 124D.03 do not apply under these circumstances.

Subd. 25. Extent of specific legal authority. (a) The board of directors of a charter school may sue and be
sued.

(b) The board may not levy taxes or issue bonds.

(c) The commissioner, a sponsor, members of the board of a sponsor in their official capacity, and employees of
a sponsor are immune from civil or criminal liability with respect to all activities related to a charter school they
approve or sponsor. The board of directors shall obtain at least the amount of and types of insurance required by
the contract, according to subdivision 6.
Appendix J
Developing a Charter School Proposal

Instructions:

Complete the attached worksheets (Charter School Proposal Worksheet, Charter School Calendar Worksheet) and develop a proposal consistent with the attached Charter School Proposal Outline. CFL strongly encourages charter school proposal developers to format their proposal according to the attached worksheets and outline. The worksheets and outline have been designed to facilitate comprehensive and quality planning on the part of developers and an opportunity for CFL staff to provide valuable feedback during the planning process to assist schools to become successful. If you are unable to address any of the required components, please describe the process and timeline by which you will address the issue raised. Ignoring any of the worksheet or outline components will likely result in required revisions or a referral to the State Board of Education with a recommendation to not approve. Proposals formatted in a manner inconsistent with the outline may result in a less thorough and valuable review by CFL staff.

Proposals should be submitted to CFL in the following format:

Charter School Proposal Worksheet (as the cover page)
Charter School Calendar Worksheet
Charter School Proposal (formatted consistent with the Charter School Proposal Outline)
Any Attachments
Affidavit of Intent to Sponsor a Results-Oriented Charter School

to the following address:

Charter Schools Office, Room B4
Department of Children, Families & Learning
1500 Highway 36 West
Roseville, MN 55113
Appendix J (page two)
Charter School Proposal Worksheet

Instructions: This completed worksheet should be submitted as the cover page to the charter school proposal.

______________________________
Charter School Name

This location is confirmed ______
not confirmed ______

______________________________ (city)
Location

______________________________
Contact Person

______________________________
Phone Number

Address (Provide a temporary mailing address if the permanent address is yet unknown)

Grade Levels Served ________ Ages Served ________

Projected enrollment numbers
K ________ 4 ________ 8 ________ 12 ________
1 ________ 5 ________ 9 ________ Total ________
2 ________ 6 ________ 10 ________
3 ________ 7 ________ 11 ________

Opening Date ________

Accountability
For two grade levels, identify two academic and two nonacademic outcomes students are to achieve and identify the measures or tests that will be used to assess student achievement (Academic outcomes must be measured with nationally norm referenced tests (NRT)).

<table>
<thead>
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<th>Grade level (identify two)</th>
<th>#1</th>
<th>#2</th>
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</thead>
<tbody>
<tr>
<td>Outcomes</td>
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<td>Nonacademic</td>
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</tbody>
</table>

Mission and Goals

Provide a concise statement of the school’s mission and goals.
Appendix J (page three)

Charter School Calendar Worksheet

Identify the length of the instructional school day excluding lunch. ___________ hours.
(i.e. 8:00 a.m. to 2:30 p.m. with a 1/2 hour lunch would be reported as six hours)

Use the calendar below to identify the proposed standard school year. If a flexible learning year is proposed, it must be consistent with Minnesota Statutes, Sections 124D. 12 to 124D. 127 or 124D. 128. Learning year status requires separate application, contact Barbara Zohn at the Department of Children, Families & Learning 651-582-8688.

Total number of days in the proposed standard school year. ___________ days

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<th>F</th>
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Appendix J (page four)

Charter School Proposal Outline

Instructions: Format the charter school proposal following this outline. Provide comprehensive responses to each of the outline components. If you are unable to address any of the outline components at this time, indicate that, along with an expected timeline for preparing a response.

I. Purpose
A. Identify which of the following six purposes the charter school intends to meet and for each purpose identified, provide a paragraph or two describing how the school's philosophy and educational program meet those purposes.
   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 different and innovative forms of measuring outcomes
   5. Establish new forms of accountability for schools.
   6. Create new professional opportunities for teachers including the opportunity to be responsible for the learning program at the school site.
B. Identify how the charter school will improve student achievement.

II. Governance
A. Identify the proposed date (month) for the election of the Board of Directors.
B. Describe the proposed composition of the Board of Directors.
C. Describe the school administration and management responsibilities in at least the following areas:
   1. curriculum
   2. staffing
   3. special education
   4. business and finance
   5. day-to-day operation (lunch, attendance, etc.)
   6. reporting
   7. school leadership.
D. Indicate the responsibilities retained by the board and those that are delegated (i.e. contracted service provider, staff).
E. Describe the school's proposed admission policies.

III. Learning Program
A. Curriculum
   1. For two grade levels, provide examples of curriculum in two subject areas.
   2. Describe how the curriculum will meet the Minnesota Graduation Standards (a chart may be helpful).
   3. Upon approval by the State Board, the proposed charter school will have to submit a Minnesota Graduation Standards implementation manual to the Commissioner of the Department of Children, Families & Learning prior to opening. Describe the process that the school will use to develop this manual and provide a timeline for submission.
   4. Detail how the school will provide for integration of technology.
Appendix J (page five)

B. Education Delivery
1. Describe the school's policy for promoting parent involvement and participation.
2. Describe the classroom structure.
3. Identify and describe the instructional methods (experiential learning, cooperative learning, distance learning, etc.).
4. Describe how the school will identify and serve special education students.
5. Describe the school's policies for discipline consistent with the pupil fair dismissal act and Minnesota public school fee law.

C. Special Education
Identify the Total Special Education System that will be used to serve special education students (work with the sponsor or contact the Department of Children, Families & Learning or Valerie Kyllo for assistance in selecting a system that meets federal and state special education laws).

IV. Accountability
A. Student Accountability
1. Provide a statement of assurance that the charter school will implement a fall/spring pre/post-test evaluation of student achievement (refer to the enclosed Accountability Framework).
   State the specific and measurable outcomes pupils are expected to achieve in two academic areas and two non-academic areas related to the stated goals of the school. Each school must determine the appropriate goals and means of measurement that will best reflect their curriculum. Goal statements must include what pre/post test will be used. Please see the following examples:
   - students will show an average gain of one year in reading comprehension/vocabulary using a fall/spring pre/post Gates-MacGinitie test.
   - students will demonstrate an average gain of 4 percentile points.

   Provide a statement of assurance that the charter school agrees to be held accountable for these outcomes and agrees that these outcomes will provide the basis for the charter school's first year annual report. It should also be stated that the academic outcomes will rotate on a yearly basis, covering all academic areas during the period of the contract.

2. Identify measures or tests that will be used to assess students' progress (i.e. test scores, portfolios, attendance, etc.) toward these outcomes. The academic areas must be assessed using a nationally norm referenced test (NRT), identify which NRT will be used for each assessment.

B. School Accountability
1. State the specific and measurable outcomes to be used for evaluating the overall success of the school related to the stated goals of the school (student performance improvement, attendance, violence reduction, graduation rate, entrance into post-secondary programs, etc.).
2. Identify specific measures for evaluating the school's success related to the stated goals of the school (staff surveys, parent surveys, student surveys, number of school-to-work partnerships, etc.).
3. Provide a statement of assurance that the charter school agrees to be held accountable for these outcomes and agrees that these outcomes will provide the basis for the charter school's annual reports.

V. Finance
A. Provide a statement of assurance that the school will follow state financial accounting procedures.
B. Provide a three-year budget proposal. Include revenue as well as expenditure projections. (Revenue should be estimated in accordance with current law, contact Dick Guevremont at the Department of Children, Families & Learning for budget assistance). Include the following in the budget projections:
   1. Estimated first year enrollment and enrollment growth in the second and third years
   2. Special education income and expenditures
   3. State aids estimated in accordance with current law
   4. A positive fund balance for all three years
   5. Personnel expenses including benefits and payroll taxes, building expenses including maintenance, utilities and interest, learning program expenses including field trip expenses and books, technology costs, food service costs, insurance premiums and admissions and recruiting costs.
Appendix J (page six)

C. Provide a written narrative describing the assumptions used in projection of all revenue and expenditure Items.
   1. Describe the rationale used to estimate enrollment in the first year of school operation and any projected enrollment growth in the second and third years of operation.

VI. Staff
   A. Identify the school staff composition (number of: teachers, paraprofessionals, and community experts).
   B. Provide a statement of assurance that all teaching staff will be appropriately licensed.
   C. Indicate how the school plans to track staff licensure and maintain current records (continuing education credit requirement for licensure must be met).
   D. Provide a statement of assurance that the school will conduct criminal background checks in accordance with Minnesota Statutes and will maintain records of those checks.
   E. Attach copies of any current educational licenses held by charter school proposal developers.

VII. Transportation
   A. Indicate who will provide transportation for pupils in accordance with Minnesota Statute.
   B. Acknowledge if written notice of transportation intentions has been or will be provided to the resident district and CFL by July 1.

VIII. Business Requirements
   A. Provide a statement of assurance that the charter school assumes appropriate tort liability and other appropriate insurance in accordance with law.
   B. Provide a statement of assurance that the charter school filed for status as a cooperative under Chapter 308A or non-profit corporation under Chapter 317A.
   C. Building 1. Identify the building facility intended for use by the charter school and indicate the status of securing the facility’s use. 2. Provide a statement of assurance of appropriate inspections by a building inspector and fire marshal or certificate of occupancy. 3. Provide a statement of assurance that the school will meet local health and safety codes.
   D. Provide a statement of assurance that the charter school will be non-sectarian with regard to program, admission, employment, etc.
   E. Provide a statement of assurance that the charter school will not charge tuition.
   F. Provide a statement of assurance that the charter school will comply with requirements for equal opportunities for students in athletics.
   G. The sponsor or developer must direct a letter to the school district in which the charter school is locating. The letter must be dated at least 30 days prior to submitting the completed proposal to CFL and must provide notification that the charter school is being developed and locating within the district. A copy of that letter should be included in the proposal as an attachment.

X. Sponsor Responsibilities
   A. State the length of the charter contract as determined by the sponsor.
   B. Describe the procedures and timeline to be used by the sponsor for ongoing monitoring of the school in relation to student and school outcomes identified in section IV of this outline (i.e. site visits, data review, etc.).
   C. Describe the established responses and interventions that the sponsor will implement.
   D. Attach a letter from the sponsor indicating the sponsor is aware of their role and responsibilities as provided in the enclosed Role and Responsibilities of Charter School Sponsors. The letter should also include a contact name, address and telephone number where CFL correspondence should be directed.
Appendix K
AFFIDAVIT OF INTENT TO SPONSOR A
RESULTS ORIENTED CHARTER SCHOOL

Sponsoring Agency:
________________________________________________________________________

Sponsoring Agency Contact Person: ____________________________________________

Phone: ___________________________ Fax: ____________________________

Operator of Proposed Charter School: _________________________________________

Operator’s Address: _________________________________________________________

________________________________________________________________________

Operator’s Phone: __________________________________________________________

This affidavit documents to the State Board of Education the terms and conditions under which a sponsoring school board, private college, community college, state university, technical college or the University of Minnesota intends to sponsor a results oriented charter school. As stated under Minnesota Statute, Section 124D.10, subd. 4 (b):

"Before the operators may form and operate a school, the sponsor must file an affidavit with the state board of education stating its intent to authorize a charter school. The affidavit must state the terms and conditions under which the sponsor would authorize a charter school."

The sponsor’s responsibility is to assure that the contract meets the provisions of M.S. 124D.10, and that sufficient evidence is provided to the sponsor, at least annually, which demonstrates that the operator is meeting the provisions of the contract. Once the affidavit is filed along with other required documents, the State Board of Education must approve or disapprove the sponsor’s proposed authorization within 60 days of receipt of the affidavit.

The criteria which follow are based upon Minnesota Statutes, Section 124D.10. This affidavit is not intended to be inclusive of all provisions contained in M.S. 124D.10, and other provisions are also applicable.

By filing this affidavit, the sponsor is assuring the State Board of Education that it has been supplied documentation by the operators of the proposed charter school which enables the sponsor to conclude that all statutory requirements to this point have been met.

The following provisions are the terms and conditions under which the following sponsor ( ____________________________________________________________) would authorize the proposed charter school.
Appendix K (page two)

1. The sponsor of (________________________________________) states and represents to the State Board of Education the following, with the understanding that the State Board will take action relying on the following information:
   a. Does the proposed charter school provide a means to keep open a school that otherwise would be closed? ______YES ______NO

   b. In what school district is the proposed charter school located?

   c. Has the school district been notified regarding the location of the charter school? ______YES ______NO _________ NA

   d. Are the programs, admission policies, employment practices, and all other operations of the proposed charter school nonsectarian? ____YES _____ NO

   e. Is the proposed charter school affiliated with a nonpublic sectarian school or a religious institution? _____ YES ______ NO

   f. Are the programs of the proposed charter school affiliated with a nonpublic sectarian school or religious institution? ______ YES ______ NO

   g. Will the Charter School lease space from a sectarian organization? ____________YES __________ NO

   (NOTE: If ‘YES’, the Department of Children, Families & Learning MUST approve the lease).

   h. Is the primary focus of the proposed charter school to provide a comprehensive program of instruction for at least one grade or age group from 5 through 18 years of age? _______ YES ___________ NO

   (NOTE: instruction may be provided to people younger than 5 years and older than 18 years of age).

   i. How many instructional days are proposed for the first full school year? ________

2. By making a check mark following each subsection below, the sponsoring agency has determined that the proposed charter school is aware of the following requirements:

   a. will meet all applicable state and local health and safety requirements ______;

   b. will not charge tuition ______;

   c. will comply with the requirement that licensed teachers employed at the school comprise a majority of the school's board of directors _________;

   d. will be subject to and will comply with chapter 363 (human rights) and section 121A.04 (equal opportunities in athletic programs) _________;
e. will comply with the pupil fair dismissal act, sections 121A.40 to 121A.56, and the Minnesota public school fee law, sections 123B.34 to 12313.39 __________;

f. is subject to the same financial audits, audit procedures, and audit requirements as a school district __________;

g. is a school district for the purposes of tort liability under chapter 466 __________;

h. will comply with sections 1215A.02 and 125A.04 (children with a disability) and rules relating to the education of handicapped pupils as though it were a school district __________;

i. will employ or contract with necessary teachers, as defined by section 122A.15, subd. 1, who hold valid licenses to perform the particular service for which they are employed in the proposed charter school __________.

3. As specified in M.S. 124D.10, subd. 1, the proposed charter school must carry out one or more of the following purposes. Please identify the following purposes for the formation of the charter school: (check as many as are applicable):

   a. improve pupil learning; _______ YES _______ NO

   b. increase learning opportunities for pupils; _____ YES _______ NO

   c. encourage the use of different and innovative teaching methods; _______ YES _______ NO

   d. require the measurement of learning outcomes and create different and innovative forms of measuring outcomes; _____YES _____ NO

   e. establish new forms of accountability for schools; _______ YES _______ NO

   f. create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; _______ YES _______ NO

COMMENT(S): (optional)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
4. Admission Requirements. As specified in 124D.10, subd. 9, is admission limited
______ YES _______ NO. (If "YES", answer 4 a-d).

a. Is admission limited to pupils within an age group or grade level?
________ YES ________ NO (if "YES", please explain);

b. Is admission limited to people who are eligible to participate in the high school graduation
incentives program under section 124D.68.
________ YES ________ NO (if "YES", please explain):

c. Is admission limited to residents of a specific geographic area where the percentage of the
population on non-Caucasian people of that area is greater than the percentage of the
non-Caucasian population in the congressional district in which the geographic area is
located, as long as the school reflects the racial and ethnic diversity of the specific area?
______________ Yes _____________ No (if “Yes, Please explain):
d. Other than limits which may be specified above, are there any additional limits to admissions for students in the proposed charter school?

___________ Yes ___________ No (If "YES", please explain):

5. Has a written contract been developed between the sponsor and the board of directors of the charter school according to M.S. 124D. 10, subd. 6?

_________ YES  ________NO

(NOTE: A contract is not necessary for the processing of this affidavit. However, a contract must be developed prior to the initiation of the school).

6. As specified under M.S. 124D.10, Subd. 6., the contract between the sponsor and the proposed charter school will contain at least the following:

a. specific outcomes pupils are to achieve under subd. 10 _______ YES;

b. admission policies and procedures ________ YES;

c. a description of the management and administration of the school _______YES;

d. requirements and procedures for program and financial audits ________ YES;

e. how the school will comply with applicable state and local health and safety requirements _______ YES;

f. length of school year ________ YES;

g. provisions for transportation of pupils enrolled at the school _______ YES;

h. provisions for renewal or termination of the contract ________ YES;

i. assumption of liability by the outcome-based school ________ YES;

j. the term of the contract, which may be up to three years _______ YES.

7. The proposed charter school has agreed that it will submit the type and frequency of information required by the sponsor (124D.10, subd. 14)

_________ YES ________ NO;
Appendix K (page six)

8. The proposed charter school has agreed that it will submit an annual report to the State Board of Education, consisting of the information required by the sponsor or the State Board (124D.10, subd. 14) ________ YES ________ NO;

9. The proposed charter school and the sponsor will disseminate information, consistent with Section 124D.10, subd. 19, on how to form and operate a results oriented school and how to utilize the offerings of a results oriented school. Particular groups to be targeted include low-income families and communities, and students of color ________ YES.

Based upon assurances that the above terms and conditions will be satisfactorily met, as well as all other provisions contained in 124D. 10, we hereby intend to sponsor the proposed charter school.

ON BEHALF OF ______________________________________________________

Name of Agency

Signature of person authorized to act for agency    Date

PLEASE ATTACH A COPY OF THE MOTION OF THE AGENCY BOARD INDICATING THE SPONSORSHIP VOTE WAS PASSED OR A LETTER OF SPONSORSHIP
INTRODUCTION: The following is a model charter school contract. Its use is intended to be optional, and sponsoring agencies may modify it to fit their circumstances. It is intended to provide the basics for a results-oriented charter school contract.

1. The key to this model is that the Sponsor and the Charter School seeking sponsorship should insert the required information, as appropriate, at each instance where a [ ] appears with a number inside the brackets (they appear in bold for convenience). The information to be inserted is identified by the KEY below.

2. The sponsor and the Charter School should insert the specific information for the Charter School identifying the Charter School's Purpose (Contract, paragraph 1.1: see Minnesota Statutes section 124D.10, subdivision 1).

3. The sponsor and the Charter School should insert the specific information for the Charter School identifying the Charter School's Admission Requirements (Contract, paragraph 7.1; see Minnesota Statutes section 124D.10, subdivision 9).

4. The sponsor and the Charter School should insert the appropriate information at each point in the Contract which is BOLDED AND CAPITALIZED.

5. The sponsor and the Charter School MUST provide the Attachments identified below.

KEY

[1] Name of Charter School, written out
[3] Sponsor

ATTACHMENTS:

1. (Introductory paragraph in the Contract) A document relating to the Charter School's organizational structure (such as a nonprofit corporation's articles of incorporation) identifying the CHARTER SCHOOL as either a nonprofit corporation (Minnesota Statutes Chapter 317A) or a cooperative (Minnesota Statutes Chapter 308).

2. (Section 1). A document providing evidence of the State Board of Education's action approving the CHARTER SCHOOL.
Appendix L (page two)

CHARTER SCHOOL CONTRACT
BETWEEN THE
_______________________ (SPONSOR)
AND THE [1] CHARTER SCHOOL, INC.

This Contract is entered into by and between the Sponsor and the [1] Charter School (hereinafter "the CHARTER SCHOOL"). The CHARTER SCHOOL is either a (1) Minnesota nonprofit corporation under Minnesota Statutes chapter 317A; or (2) a cooperative under Minnesota Statutes chapter 308A as more specifically identified in Attachment 1. This Contract shall be effective from the date of approval by the State Board of Education, (hereafter referred to as SBE).

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented charter school under Minnesota Statutes 124D.10 (1997), as amended, ("the Act"), and

WHEREAS, it is the parties’ intent that the CHARTER SCHOOL will be located at [2] ("the site").

NOW, THEREFORE, IT IS AGREED:

1. PURPOSE

The purpose of this Contract is to authorize and permit the Board of Directors of the CHARTER SCHOOL to organize and manage a results-oriented charter school consistent in all respects with the SBE action of [DATE OF STATE BOARD APPROVAL], authorizing negotiation of this Contract. See Attachment 2, which is attached to this Contract and incorporated herein by reference.

1.1 The overall purpose of the CHARTER SCHOOL, as specified in Attachment 3, "Letter of Intent to Form the [1] Charter School" is to provide an educational program for its students in order to:

[INSERT THE PURPOSE OR PURPOSES OF THE CHARTER SCHOOL HERE SEE Minnesota STATUTES SECTION 12413.10, SUBD. I (a)(1)-(6)]

Attachment 3 is attached to this Contract and incorporated herein by reference. If any provision in Attachment 3 is inconsistent with this Contract, the provisions of this Contract shall prevail.

1.2 The CHARTER SCHOOL shall be nonsectarian in its programs, admission policies, employment practices and all other purposes.

1.3 The CHARTER SCHOOL will not charge tuition for admission to the school.

1.4 The CHARTER SCHOOL shall not be used as a method of providing education or generating revenue for students who are being home schooled.
2. TERM

The term of this Contract is [INSERT A NUMBER UP TO 3] years, through the end of the [IDENTIFY THE SPECIFIC SCHOOL YEAR] school year except that this Contract may be terminated pursuant to section 16 of this Contract. The Contract will take effect from the date of approval by the board of the sponsoring agency.

3. AMENDMENTS

The Contract may not be amended absent written agreement executed by both parties and properly authorized. If the authority of the CHARTER SCHOOL, as operator, or the sponsor, is altered by legislative act, this Contract is automatically modified to conform to the new law.

4. MANAGEMENT AND ADMINISTRATION

4.1 The CHARTER SCHOOL shall be exempt from all Minnesota statues and rules applicable to a school, a school board or a school district, except as provided by the Act or as otherwise provided in this Contract.

4.2 The CHARTER SCHOOL shall be operated by a Board of Directors elected in accordance with policies and procedures set forth in Attachment 4, "Bylaws of the [1] Charter School."

4.3 The CHARTER SCHOOL shall be governed by a Board of Directors. The Board shall be elected every [INSERT THE NUMBER OF YEARS] years. Employees of the school including teachers providing instruction under a contract with a cooperative, and the parents of children enrolled in the school may participate in the election in accordance with the policies and procedures set forth in the CHARTER SCHOOL's bylaws. Licensed teachers employed at the CHARTER SCHOOL including teachers providing instruction under a contract with a cooperative, must comprise a majority of the Board of Directors.

4.4 Meetings of the CHARTER SCHOOL Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes section 471.705.

4.5 The CHARTER SCHOOL shall comply with Minnesota Statutes chapter 179A, the Public Employment Relations Act (PELRA).

4.6 The CHARTER SCHOOL Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15, subdivision 1, who hold valid licenses to perform the particular service for which they are employed at the CHARTER SCHOOL.

4.7 Teachers employed by the CHARTER SCHOOL shall be treated by the CHARTER SCHOOL as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.

4.8 The CHARTER SCHOOL Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may
Appendix L (page four)

contract for other services.

4.9 The CHARTER SCHOOL Board of Directors may discharge teachers and non-licensed employees.

4.10 The CHARTER SCHOOL Board of Directors shall decide matters related to operation of the CHARTER SCHOOL, including, but not limited to, budgeting, curriculum, and operating procedures.

4.11 The CHARTER SCHOOL shall have all powers, duties and responsibilities provided by law to a results-oriented charter school.

4.12 The CHARTER SCHOOL shall abide by all applicable federal laws, statutes and regulations.

5. AUTHORITY OF THE [1] CHARTER SCHOOL

5.1 The CHARTER SCHOOL may exercise those powers reasonably necessary to accomplish its obligations in this Contract.

5.2 Except as stated herein or otherwise required by law, the Sponsor shall have no authority, control, power, or administrative or financial responsibility over the CHARTER SCHOOL. This clause does not prohibit the parties from contracting for any services deemed appropriate in the future.

5.3 The CHARTER SCHOOL may lease space from any government, public, or nonprofit, nonsectarian private organization, as it deems necessary.

5.4 The CHARTER SCHOOL shall assume full liability for its activities and shall indemnify and hold harmless the SBE, the Sponsor, its officers, agents and employees from any suits, claims, or liability arising under this Contract. The parties recognize and agree that the SBE and the Sponsor are immune from liability under this Contract under Minnesota Statutes section 124D.10, subdivision 25 (1994), as amended, and this paragraph is not intended to modify or otherwise affect that provision or any other law.

6. PERFORMANCE INDICATORS AND EVALUATION (SUGGESTED)

6.1 The CHARTER SCHOOL shall set goals and report progress toward meeting goals to the sponsor and the State Board of Education (SBE)

6.2 Standardized testing will be conducted on a fall-spring basis and will show gains equivalent to or greater than gains made in previous years.

6.3 The CHARTER SCHOOL shall establish a baseline of performance during the [IDENTIFY THE SPECIFIC SCHOOL YEAR] school year in relation to the purposes for which the CHARTER SCHOOL was established and report future student performance in relation to the purposes set out in Section 1, paragraph 1.1.
Appendix L (page five)

6.4 Pupil attendance will be equal to or greater than in previous years, except in cases of serious illness or other emergency situations.

6.5 The CHARTER SCHOOL will implement a plan to evaluate students after [INSERT THE HIGHEST GRADE OF THE CHARTER SCHOOL] grade to determine the effectiveness of the CHARTER SCHOOL program in preparing students for transition to other school programs.

6.6 At such time that the SBE rules regarding graduation standards become effective, the CHARTER SCHOOL will document that students are demonstrating successful progress at meeting or exceeding the SBE rule.

6.7 Baseline data will be collected during the [IDENTIFY THE SPECIFIC SCHOOL YEAR] school year on the following:

a. Parents and students will be surveyed on the following issues:
   1. Satisfaction with the program;
   2. Opportunities for parent involvement/input;
   3. Quality of the programs offered;
   4. Accommodations made for individual student and family needs;
   5. Opportunities for students to use resources of the community.

b. Teachers will be surveyed to determine:
   1. Program/curriculum areas that were successful;
   2. Program/curriculum areas that met with limited success;
   3. Program/curriculum areas staff plan to modify in coming year.

c. Community members will be surveyed to determine:
   1. Contributions of program to community;
   2. Opportunities for community participation in the programs of the school.

d. Community Service Agencies will be surveyed to determine:
   1. Contributions of the program;
   2. Collaboration efforts with school programs;
   3. Use of agencies by students and/or their parents.

6.8 The Sponsor will review and approve annual goals established by the CHARTER SCHOOL as well as pupil performance from the prior year.

7. ADMISSIONS REQUIREMENTS

7.1 The Charter School is open to: (INSERT AS APPROPRIATE, E.G.)

THE CHARTER SCHOOL IS OPEN TO ALL STUDENTS IN GRADES KINDERGARTEN THROUGH EIGHTH (8TH) GRADE.

OR

THE SPONSOR AND THE CHARTER SCHOOL SHOULD SET FORTH THEIR AGREEMENT CONCERNING ANY LIMITED ADMISSION AS SET OUT IN MINNESOTA STATUTES SECTION 124D. 10

7.2 The CHARTER SCHOOL may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.
Appendix L (page six)

7.3 The CHARTER SCHOOL shall enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lot. A student continuing for the next year will be reenrolled for the next year with re-application.

8. FINANCIAL MANAGEMENT

8.1 The CHARTER SCHOOL will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All accounting records will be audited annually by a public accounting firm engaged by the CHARTER SCHOOL Board of Directors and be completed by August 30 of each school year.

8.2 The CHARTER SCHOOL will comply with the same financial audits, audits procedures, and audit requirements of school districts (Minnesota Statutes sections 123B.75 to 123B.83) except when deviations are necessary because of the program of the CHARTER SCHOOL. The program, financial and compliance audits may be conducted by the Department of Children, Families & Learning, the State Auditor, or Legislative Auditor.

8.3 The CHARTER SCHOOL shall provide the sponsor with a final copy of the annual audit within fifteen (15) days of its completion and acceptance.

9. TRANSPORTATION

9.1 Transportation for pupils enrolled at the CHARTER SCHOOL may be provided by the CHARTER SCHOOL. If the CHARTER SCHOOL elects to provide transportation, it shall be provided as follows:

a. The CHARTER SCHOOL shall notify [3] School District Number and the Department of Children, Families & Learning by July 1st of each year whether it will provide transportation for pupils enrolled at the CHARTER SCHOOL for the fiscal year. For purposes of this Contract, a fiscal year is the period from July 1 to the next June 30.

b. The CHARTER SCHOOL shall provide transportation within [3] School District Number, the school district within which the CHARTER SCHOOL is located.

c. The Department of Children, Families & Learning shall pay transportation aid to the CHARTER SCHOOL according to Minnesota Statutes section 124D.11, subdivision 2.

d. For pupils who reside outside of [3] School District No., the CHARTER SCHOOL is not required to provide or pay for transportation between the pupil’s residence and the border of [3] School District No.

e. The CHARTER SCHOOL may reimburse a parent for costs of transportation from the pupil’s residence to the border of [3] School District No. if the pupil is from a family whose income is at or below the poverty level as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.
Appendix L (page seven)

9.2 If the CHARTER SCHOOL does not elect to provide transportation for pupils enrolled at the CHARTER SCHOOL, transportation shall be provided by [3] School District Number according to Minnesota Statutes section 124D.03, subdivision 9, and section 123B.88, subdivision 6, for a pupil residing in the same district in which the CHARTER SCHOOL is located. Transportation provided by [3] School District Number to and from the Charter School shall be provided as follows:

a. All transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by [3] School District Number, and after obtaining the starting and closing times of its school day from the CHARTER SCHOOL.

b. The CHARTER SCHOOL may enter into a separate Contract with a school district to receive additional transportation services for extracurricular events, field trips, and other activities.

10. HEALTH AND SAFETY, HUMAN RIGHTS, AND STUDENT DISMISSAL GUIDELINES. THE CHARTER SCHOOL WILL:

10.1 Meet the same health and safety requirements of a school district;

10.2 Comply with Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia's influenza type "B" prior to enrollment.

10.3 Comply with the Minnesota Human Rights Act, Chapter 363, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provision of equal opportunities for members of both sexes to participate in athletic programs;

10.4 Comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes section 121A.53 to section 121A.56. The CHARTER SCHOOL Board of Directors shall adopt a discipline policy and procedure consistent with MPFDA within [INSERT A NUMBER OF DAYS; E.G., 45] days of the effective date of this Contract;

10.5 Comply with the Minnesota Public Schools Fee Law, Minnesota Statutes section 123B.34 to section 123B.39, which governs authorized and prohibited student fees;

10.6 Comply with Minnesota Statutes section 125A.02, section 124D.10, section 125A.03 and rules relating to the education of pupils with a disability as though it were a school district;

11. LENGTH OF SCHOOL YEAR

The CHARTER SCHOOL shall provide instruction each year for at least the number of days specified in its proposal. It may provide instruction throughout the year according to Minnesota Statutes section 124D. 12 to section 120.67 or section 124D. 128.
12. **INSURANCE**

Notwithstanding anything to the contrary in this Contract, the CHARTER SCHOOL shall be considered a school district for the purposes of tort liability under Minnesota Statutes chapter 466. The CHARTER SCHOOL shall acquire and keep in full force and effect such insurance as is required to insure said liability and shall provide proof of insurance to the SBE. *(To be appended as Attachment 5).*

13. **PROPERTY OWNERSHIP**

13.1 Upon termination of this Contract, and in the event of subsequent dissolution of the CHARTER SCHOOL, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the CHARTER SCHOOL has leased or borrowed the materials.

13.2 All property which has been purchased by the CHARTER SCHOOL will remain its own. In the event of subsequent dissolution of the CHARTER SCHOOL, such property will be donated to the extent permitted by law and the CHARTER SCHOOL articles of incorporation after all financial obligations are met.

13.3 All property personally and/or individually owned by the trained and licensed teachers or staff employed by the CHARTER SCHOOL shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus which have been personally financed or personally developed by teachers or staff.

14. **GENERAL AUTHORITY AND IMMUNITY**

The CHARTER SCHOOL may not levy taxes or issue bonds. It shall have the right to sue or be sued. The State Board of Education, members of the State Board, a sponsor, members of a sponsor in their official capacity, and employees of a sponsor are immune from civil or criminal liability with respect to all activities related to the operation of the CHARTER SCHOOL (Minnesota Statutes section 124D.10, subdivision 24).

15. **NON-RENEWAL AND TERMINATION OF CONTRACT**

15.1 The sponsor may determine not to renew this Contract at the end of the term for any ground listed hereafter in paragraph 16.6. In addition, the SBE may unilaterally terminate the Contract during the term for any grounds listed in paragraph 16.6.

15.2 At least 60 days before not renewing or terminating this Contract, the sponsor shall notify CHARTER SCHOOL of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail and that the CHARTER SCHOOL Board of Directors may request, in writing, an informal hearing before the sponsor within fourteen (14) days of receiving notice of non-renewal or termination of this Contract.
15.3 Failure by the CHARTER SCHOOL Board of Directors to make a written request for a hearing within the 14-day period shall be treated as acquiescence to the proposed action.

15.4 Upon receiving a timely written request for a hearing, the sponsor shall give reasonable notice to the CHARTER SCHOOL Board of Directors of the hearing date. The sponsor shall then conduct an informal hearing at a mutually agreeable time before taking final action.

15.5 The sponsor shall take final action to renew or not to renew the Contract by the last day of classes in the last school year of any contract period.

15.6 The sponsor may unilaterally determine not to renew this Contract or may terminate the Contract during the term of this Contract for these grounds:
   a. Failure to meet the requirements for pupil performance contained in paragraph 6 of this Contract;
   b. Failure to meet generally accepted standards of fiscal management;
   c. For violations of law;
   d. As provided in paragraph 19; or
   e. Other good cause shown.

15.7 If this Contract is terminated or not renewed, the CHARTER SCHOOL shall be dissolved according to the applicable provisions of Minnesota Statutes chapter 308A and 317A.

16. DISCLAIMER
This Contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, cocurricular, or extra-curricular duties by and between any party or person referred to therein.

17. REPORTING

17.1 The CHARTER SCHOOL shall develop a reporting plan in accordance with procedures set forth in the document "Annual Program Evaluation and Reporting System for Charter Schools".

17.2 The CHARTER SCHOOL shall provide all reports required by the State Board of Education.

18. RESIDENT DISTRICT SPONSORSHIP

If sponsored by the State Board of Education or other agency, nothing in this Contract is intended to prohibit the CHARTER SCHOOL from seeking sponsorship from the public school district in which it is located. This Contract terminates if a contract with a sponsoring district is implemented.
19. **WAIVER**

No waiver by either party or any 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 other covenant or provision.

Executed this _____ day of ___________ 19 ____.

[1] CHARTER SCHOOL

By ________________________________  

signature

(please print name)

SPONSORING ORGANIZATION

By ________________________________  

signature

(please print name)
Appendix M

July, 1995

ANNUAL PROGRAM EVALUATION AND REPORTING SYSTEM
FOR CHARTER SCHOOLS*

By August 1st of each year, an evaluation of selected curricular/instructional areas will be provided to the sponsoring school board, parents and the State Board. All curricular/instructional areas must be evaluated and reported on a regular, rotating basis not to exceed six years.

A charter school may have many outcomes relating to its mission, the purposes for which the school was created, and the various subject areas and grade levels in its curriculum. The intent of this process is for a relatively few key outcomes to be identified and evaluated by charter school staff. For each curricular/instructional area the report will include:

I. SELECTED KEY OUTCOMES - Key outcomes directly related to one of the purposes in Statute for which the school was established. An Outcome is a statement that is measurable and realistic.

2. INDICATORS OF ACHIEVEMENT - Indicators for the selected key outcomes must be identified to provide the standard for determining the degree to which each outcome has been attained. For outcomes which may require long-term planning and teaching (e.g., improving pupil writing), indicators may be written for more than one year, to a maximum of three years.

3. PROGRAM IMPROVEMENT PLAN/STRATEGIES - A description of findings from the study and how those findings will be used to develop initiatives and strategies to strengthen the program.

4. SURVEY - A survey of parents and/or students will be conducted to determine their attitudes and needs relative to the school and its programs to serve as a basis for program development. Surveys must be conducted at least once every third year.

REPORTING FORMAT

A. The format for each curricular/instructional area will consist of the following:

   a. Introduction/Comment
   b. Curricular/instructional area (Communications /writing, etc.)
   c. Related purpose (improve pupil learning. etc.)
   d. Selected key outcomes
   e. Indicators of achievement
   f. Program evaluation methods/findings
   g. Successful ideas and strategies
   h. Difficulties/problems encountered
   i. Program improvement plan/strategies;
   j. Survey questions/discussion (if applicable)
   k. Overall evaluation/summary

*Adopted by the State Board of Education, January 10, 1995
Appendix N

Charter School Accountability Framework

Introduction
Charter school legislation was enacted to implement innovative educational programs while providing teachers direct responsibility for the operation, control and accountability of their schools. However, providing evidence of results can be difficult for charter school operators, particularly when faced with limited resources as well as the day to day requirements of school management and governance.

To assist charter school operators in developing accountability and measurement systems, the Department of Children, Families & Learning (DFCL) has developed this framework to explain its expectations for charter school accountability and to help facilitate the creation of personalized charter school data gathering plans that reflect a school’s particular goals.

I. State Indicators Reported on the DFCL Continuous Improvement Web Page
Beginning in the fall of 1998, the Department of Children, Families and Learning created a set of indicators on its web site that are used to identify and categorize schools based upon specific criteria [http://cfl.state.mn.us/cip/](http://cfl.state.mn.us/cip/). These indicators will also become the minimum basis for any public schools’ improvement plan. All public schools, including charter schools, will have to build their capacities to utilize the data contained on the web site and incorporate these data in decisions driving their continuous improvement model. The following general categories, each with multiple subparts, will appear for each school:

A. Financial Resources
B. Profile of Teaching Staff
C. Student Background
D. Student Participation
E. Statewide Testing Results

The public nature of this information, particularly the school’s test scores on the Minnesota Comprehensive Assessments (MCA) and the Basic Standards Test (BST), means that these indicators will receive a great deal of public information. Consequently, charter and other public schools will need to develop and refine the capacity to explain what they mean.

II. Measurable Outcomes Determined by the School
The above mentioned sources of data are to be supplemented by other information necessary to determine the overall success of charter schools. The unique nature of each charter school requires that the school and its sponsor determine how the school will be evaluated and what additional assessments will be used to measure the school’s progress in meeting idiosyncratic goals. The Department considers multiple measures of student performance to be extremely important and wants to honor the right of each charter school to determine the grounds upon which it will be judged.

The numerous studies completed on charter schools over the past couple of years have shown that the best charter schools around the country have taken their most important goals and have developed measurable outcomes for accountability purposes. The Department of Families, Children & Learning mandates that prior to each year, each charter school identifies two academic and two non-academic goals they will emphasize and be held accountable for each year. Both academic goals are to be measured using a pre and post test (explained below), while non-academic goals may also be measured in this manner, this is not a requirement. If schools are successful in meeting their goals they will rotate to a different area of emphasis for their academic goals the following year. All substantive academic areas should be covered within the period of the contract.
Pre/Post Test Paradigm
The information gathered by the state tests (MCA and BST) provide useful but insufficient data for the evaluation of the academic achievement of charters schools. These tests occur at only three grade levels and emphasize overall performance levels, providing a rather incomplete picture of student performance. A school could hypothetically make vast gains with a student, but if that student still does not reach certain minimum state-wide test scores, this academic improvement is not recognized. It is for this reason that the state has embraced a pre/post test paradigm that utilizes nationally norm-referenced tests. In addition, charter schools tend to be small, have unique student populations, utilize innovative and, at times, experimental teaching methods, and therefore more frequent measures of student progress are essential. Pre-testing at the beginning of each year establishes important baseline data, while post-testing at the end of the school year allows schools to demonstrate student academic growth in these areas.

Each charter school, with its sponsor, should determine the specifics of their accountability model, and which nationally normed, standardized tests are most appropriate for their use. The Department suggests that schools consider the following nationally standardized tests for their pre/post model:

1. Brigance Diagnostic Inventories
2. California Achievement Test
3. Comprehensive Test of Basic Skills
4. Iowa Test of Basic Skills
5. Metropolitan Achievement Test – 7 (used by St. Paul)
6. Northwest Evaluation Association Adaptive Tests (used by Minneapolis)
7. Stanford Achievement Test –9
8. Slosson Oral Reading
9. Gates-MacGintie Reading
10. Stanford Diagnostic Reading Assessment
11. Stanford Writing Assessment
12. High/Scope Child Observation Record

Measurable Academic Goals
Each school must determine the appropriate goals and means of measurement that will best reflect their curriculum. Goal statements must include what pre/post test will be used. Please see the following examples:

- Students will show an average gain of one year in reading comprehension/vocabulary using a fall/spring pre/post Gates MacGintie test.
- Using the California Achievement Test Math Battery in the fall and spring, students will demonstrate an average gain of 4 percentile points.

Additional Academic Measures
While the state-wide testing program and additional pre/post standardized test(s) will provide data regarding academic achievement, charter schools have many different approaches to elarning that may or be fully measured by these methods. Many charter schools use at least one of the following performance-based measures (in addition to testing data) to evaluate their schools:

1) Profile of Learning Performance Packages – Charter schools should consider using these packages as measurement tools, since they are required under the Graduation Rule applicable to all public schools. Teachers may use their own packages or may use ones developed by the DCFL.
2) Portfolios, including the New Standard Portfolio System
Appendix N (page three)

3) Student presentations
4) Teacher evaluations
5) Performance rating systems
6) Listing of learning
7) Exhibits and projects
8) Work sampling systems
9) Individual Learning Programs
10) Exit exams and oral defenses
11) Time spent on homework
12) Self-evaluations
13) % attending college
14) Number of students (or % of students) prepared for college
15) % reading at grade level
16) % of students participating in PSEO, AP, International Baccalaureate courses
17) Goal Attainment Scaling

• Measurable Non-Academic Goals

The wide variety of charter schools necessitates an equally diverse array of assessment tools. The following are some suggestions of categories from which schools can formulate non-academic goals:

Presence and Participation
While all charter schools will attendance data posted on the Department’s web page as a measure of presence and participation, some charter schools may use other measures of presence and participation to assess the levels of engagement of the students. The following measurement tools may be used to gather such data:

1) Individually developed surveys
2) Goal Attainment Scaling
3) Presence and Participation Rating Scale
4) Student Participation Questionnaire

Development
Some school may wish to track other dimensions of students’ development. While many of these instruments measure academic traits, alternatives assess other developmental characteristics:
1) Character education – situational survey, self-assessment, instruments using Kohlberg’s stages of moral development, The Defining Issues Test
2) Leadership development – peer evaluations, group assignments and fulfillment of leadership requirements, participation in activities, rotation of duty assignments and evaluations by teachers.
3) Creativity – demonstrated in writing, math, scientific thought, historical analysis, problem solving, interpretation, artistic expression, measured by instruments from Scholastic Testing Services, Sheridan Psychological Services, Psychological Corporation.

Personal-Social Adjustment
These outcomes would include coping skills, self-image, respect for differences, peer relations. Some charter schools have their missions specifically directed toward the personal development and social adjustment of their students. Developing measurable outcomes for this category is often difficult, but here is a list of some possible measures or tools used by charter schools nationally or locally:
1) Ability to work in groups (as observed by the teachers)
2) Conflict resolution skills
3) Adolescent Coping Orientation for Problem Experiences
4) Brigance Diagnostic Inventories
5) Individual Protective Factors Index
6) Minnesota Student Survey
7) School Attitude Measure
8) Social Skills Rating Scale
9) Youth Maturation and Social Integration
10) Youth Quality of Life Assessment

**Responsibility and Independence**
Some charter schools, particularly those serving high school students, have specified a goal to increase the responsibility and independence of its students. Measuring these variables may prove difficult. The following are a few suggestions that may act as proxy measures for responsibility and independence:

1) % students holding an outside job
2) % students participating in extracurricular activities
3) % students in leadership roles

**Contribution and Citizenship**
Although public education in Minnesota has maintained its desire to produce students with an interest in contributing to society as a whole, some charter schools have concentrated their efforts specifically in this area. Measurable outcomes for such goals may be very difficult to develop, but some schools may consider compliance with school and community rules and establishing and maintaining volunteer commitments as substitutes. Some possibilities are as follows:

1) Parent/community volunteer hours
2) Parent attendance at conferences
3) % of off parents volunteering
4) % of parents attending conferences
5) Student volunteer hours
6) % of students volunteering more hours than required
7) % of eligible students voting
8) Goal Attainment Survey
9) Minnesota Student Survey
10) Youth Maturation and Social Integration
11) Youth Quality of Life Assessment

**Physical Health**
Some charter schools have returned to the concept that a student’s physical growth and health is as important as the intellectual life of the student. These schools focus on lifestyle choices, physical fitness, awareness of safety, and health needs. Once again, the results produced by the charter school may be difficult to demonstrate unless careful consideration is given to defining clearly measurable outcomes. Some tools that may be useful are:

1) Physical fitness tests - Presidential Physical Fitness Test, etc.
2) Health surveys
Appendix N (page five)

3) Minnesota Student Survey
4) Youth Quality of Life Assessment

**Satisfaction**
Charter schools offer an opportunity to increase parent, student, teacher, and community satisfaction with public education. The following list of measures may provide charter schools with the data necessary to determine how satisfied their constituents are:

1) Family Satisfaction Survey – regarding school safety, responsiveness to parents, quality of staff, academic standards, quality of educational program, ability to motivate, overall evaluation
2) Student Satisfaction
3) Staff satisfaction
4) Staff turnover
5) Daily attendance of teachers
6) School climate surveys
7) Comprehensive Assessment of School Environment
8) Glendale Effective Schools Assessment Instrument
9) Satisfaction Rating Survey
10) Minnesota Student Survey

**Choice Measures**
Minnesota charter schools offer parents, students, and teachers another choice in a system with already more options than most states. When parents, students, and teachers exercise their ability to choose, the choice they make is a statement of their perceptions of, and their knowledge about, a school’s programs and reputation. The following measures may be used by some charter schools to demonstrate that the demand for their program suggests that the school is producing results that the parents, students, and teachers want:

1) Waiting lists- existence of, number of students on them
2) Re-enrollment - % of students retained
3) Number of students applying to school compared to total enrollment
4) Number of teachers applying to school compared to number of teachers employed.

This list of categories and suggestions is not exhaustive. The unique nature of charter school programs may require the creation of a unique set of measurable outcomes, which, in fact, is one of the intentions of the charter school legislation. Sponsoring districts or universities may be able to provide technical support to a charter school during the development phase of an accountability plan.

Personnel from the Department are available to assist any charter school with the development of an accountability plan. For more information on specific measurements, please refer to the *Measurement Yearbook* or the ERIC database of psychological tests available on the World Wide Web.
Appendix O
Charter School Authorizing Process
February 2000

Note: The Commissioner of the Department of Children, Families & Learning (CFL) will not sponsor on appeal, any charter schools, over the seven currently sponsored, to open fall 2000. The Commissioner will reevaluate CFL’s capacity to sponsor additional schools next fall. Charter school developers are encouraged to seek sponsorship from school districts, intermediate school districts, education districts and/or eligible post-secondary institutions.

1. The CFL charter school office coordinates mandatory comprehensive training to developer and sponsor teams focused on quality proposal development and criteria and required contract components offered several times during the year.

2. Charter school sponsors may submit an affidavit of intent to sponsor a charter school and the charter school proposal to CFL by March 15 to open in the fall of the second year (18 months) or by October 1 to open the fall of the following year (11 months). Note: there is a one-time exception for sponsors planning to authorize a charter school to open fall 2000, materials must be submitted by March 15, 2000.

3. The CFL charter school office will schedule individual meetings with each developer and sponsor team within 60 days of March 15 or October 1 to provide feedback on the proposal and to outline required elements to be included in the contract.

4. The contract must be finalized between the sponsor and the charter school within 90 days of March 15 or October 1. The CFL charter school office must have an opportunity to review and approve the contract prior to finalization.

5. The CFL charter school office will recommend the Commissioner approve sponsorship of a charter school if:
   1) the affidavit and proposal is submitted to CFL by the deadlines provided above
   2) both the developer and sponsor attend the CFL training
   3) both the developer and the sponsor attend the individual CFL meeting
   4) the charter school demonstrates that it is financially viable, and
   5) required elements are included in the charter school contract including but not limited to: explicit pupil performance standards in the form of academic and non-academic goals and an outline of the sponsor evaluation and intervention plan (schedule of visits, services/assistance to be provided or expected, interventions to be administered if the school struggles, and criteria for not renewing the contract after it expires or revoking the contract).

6. CFL will coordinate additional training opportunities for developing charter schools and sponsors to be offered between the date of approval and opening focused on areas of need as determined by the individual meetings.

7. The CFL charter school office will provide an annual status report to sponsors to be used as a component of the evaluation and intervention plan. After three years, if the charter school is not meeting pupil performance expectations, is not financially viable or is in violation of the law or the contract and the sponsor intervention is not showing results, CFL will recommend the sponsor not renew the charter.