



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873[®]

Charter School
Management Handbook
2023-2024

Southeast Missouri State University
College of Education, Health, and Human Studies
Dr. Joe Pujol, Dean

Our Schools

We are proud to sponsor one LEA with three schools:

Lift for Life High School
Lift for Life Middle School
Lift for Life Elementary

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Section 1: Sponsor Commitment and Capacity

Our Role

A Missouri charter public school must have a sponsoring agency in order to open and continue operating and in many cases that agency is a local university (school districts and the Missouri Charter School Commission can also sponsor). A public charter school is accountable to its sponsor for specific academic and non-academic outcomes outlined in the school “charter” (or contract) and a performance contract with its sponsor. Charter schools are also accountable to the Missouri Department of Elementary and Secondary Education (DESE) and are subject to the federal Every Student Succeeds Act (ESSA). Most significantly, however, charter public schools are accountable to the students and families attending them.

Both the Dean of the College of Education, Health, and Human Studies, and the Charter School Liaison, believe that the sponsor’s responsibility to hold its schools accountable to its students and their families through vigilant oversight is paramount. We regularly evaluate our schools’ in the areas of student performance, governance, leadership and finance and ensure that our schools are compliant with state and federal statutes.

But this is just one aspect of our role. We deeply believe in the vision of our schools. If the students they serve are successful, their lives will be transformed through their ability to access the same opportunities available to their counterparts living in suburban school districts. So, we also believe that our primary role is to support our schools in their quest to reach their vision for their students. We actualize this support in three ways:

- ❖ Partnership: Work together with our schools to assess progress towards their vision, identify areas for improvement and develop solutions to address them.
- ❖ Empowerment: Provide direct resources from Southeast Missouri State University (SEMO) to school leaders that enable them to accelerate progress towards their vision.
- ❖ Connection: Connect charter schools to local, state and national resources that support their efforts to achieve their vision.

Our Organizational Structure

Nature of the Relationship

The Lift for Life Academy (LFLA) is a charter school in the City of St. Louis, Missouri which was opened in 2000. Southeast Missouri State University, a 4-year, degree-granting institution most recently entered into an agreement in June 2023, agreeing to continue sponsoring LFLA for a term of 5 years, which is renewable. The agreement provides for Southeast Missouri State University’s sponsorship of LFLA through July 2023 - June 2028. As a sponsor, Southeast Missouri State University is responsible to the state of Missouri for legal oversight

and monitoring school performance. The university conducts these oversight functions through annual reviews that provide an in-depth look at the school and its operations and annual accountability reviews. At the end of the 5-year term, LFLA has the option to seek continued sponsorship with Southeast Missouri State University, and based on the reviews, Southeast can choose to continue serving as LFLA's sponsor.

Key Roles for Charter Sponsorship

Board of Governors: Provide authorization of renewal applications and or terminates the relationship between the Academy and SEMO.

President: Serves as the institutional leader. Represents the university to the Board of Governors.

Provost: Provides guidance and oversight of the Dean of the College of Education, Health, and Human Studies and presents motions on behalf of sponsorship to the Board of Governors.

Dean of the College of Education, Health, and Human Studies. Reports to the University Provost. Assures monitoring compliance with all regulations specific to the operation of Lift for Life Academy. Serves as direct supervisor of the Charter School Liaison. Reports any concerns specific to the LFLA to the Provost, President, and/or Board of Governors.

Charter School Liaison: The Liaison is charged with monthly monitoring of compliance with DESE regulations specific to charter schools. Attends monthly board meetings. Reports concerns to the Dean of the College of Education, Health, and Human Studies. Serves as the primary contact between LFLA and SEMO.

Our Partners

Southeast Missouri State University

We connect our schools to valuable resources at SEMO in general and the College of Education, Health, and Human Studies in particular. SEMO's programs that have worked with our schools in the past include, but are not limited to:

- School Psychology
- School Counseling
- Middle and Secondary Education
- School Leadership
- Continuing Education for teachers
- EDvolution Center
- Speech Pathology
- Institute for Cybersecurity
- College of Science, Technology, Engineering and Mathematics
- Holland College of Arts and Media
- Tomorrow's Teachers Learning Community

St. Louis Region

We also connect our schools to educational resources beyond SEMO. They include, but are not limited to:

- RPDC
- EdPlus

Financial Support

Missouri's Department of Elementary and Secondary Education (DESE) funds charter school sponsors to support their efforts to fulfill state-mandated responsibilities. In turn, SEMO allocates some of these funds to support our school's efforts to reach their visions. Areas include:

- Professional development for teachers and staff
- School leader coaching
- Instructional audits
- Operational audits
- Curriculum development
- Policy Development
- Purchase of software, curriculum materials, texts, and instructional supplies
- Board training and development
- Strategic planning.

Research

SEMO does not conduct research primarily for publication on any of its charter schools. We do collect data and monitor student achievement at our schools as part of our oversight responsibilities. We carry this out in a manner that maintains student and teacher privacy. At times, the Charter School Liaison does receive requests to conduct research from SEMO faculty or the charter schools themselves. SEMO's highest priority is to not overburden its charter schools with time-consuming research requests of questionable value to the school.

Any time "human subject" research, or research being conducted primarily for publication is requested and agreed upon, then prior approval by the SEMO Institutional Review Board (IRB) must be obtained. The following factors are considered when approving research:

1. Will the research provide valuable information to the administration of SEMO or the charter school they sponsor?
2. Is the research of an applied nature resulting in better services to students?
3. Does the research provide valuable historical information about charter schools?
4. Does the research fill an important void in educational research, especially charter school educational research?
5. Is the person conducting the research a member of SEMO?

The SEMO Charter School Liaison will make final determination on all research.

Contact Information:

Dr. Diana Bourisaw: Phone 314.221.0147
 Email dbourisaw@semo.edu

Sponsor Professional Development

In the spirit of continuous improvement, the Charter School Liaison engages in professional development annually. This may include, but is not limited to participation in seminars and workshops, membership in professional organizations (Missouri Public Charter School Association – MCPSA and National Association of Charter School Authorizers (NACSA), and review of research related to education in general and charter schools in particular.

Statutory Requirements: Sponsor Commitment and Capacity

The following statutes and codes form the basis of SEMO's responsibilities related to commitment and capacity:

RSMo_168.133.1: SEMO will retain records ensuring that all individuals working in the sponsor's office who have contact with students will complete criminal background and FCSR checks.

RSMo_160.400.11(5): SEMO will provide capacity to review all data for charter schools in the Missouri Comprehensive Data System.

RSMo_160.400.16(1) - (6): SEMO will develop policies and procedures guiding our sponsorship of charter schools as outlined in this section.

RSMo_160.400.6: SEMO will not receive fees or future payment for consideration of a charter.

5_CSR_20-100.260: This section of the Code of State Regulations pertaining to [Standards for Charter Sponsorship](#) details the sponsor's monitoring responsibilities related to sponsor commitment and capacity.

Section 2: Application Process and Decision Making

Should SEMO open the application process*, we will seek high-quality applications from individuals and groups who have the skill, capacity and vision to initiate and sustain high quality public charter schools. Priority is given to applications that focus on alternative education and educating high-risk students and the reentry of dropouts (Missouri Revised Statutes 160.405.2(5)). Over the last two decades, SEMO has learned a great deal about what it takes to establish and operate a high-quality public charter school. Clearly a strong educational program is a critical ingredient for success. Equally important are the organizational

and financial practices, systems and leadership that support the program. As more has been learned about the elements of successful charter schools, these lessons have translated into policies and practices for determining which applications should be approved and which should not.

Application Submission Deadlines

The SEMO Charter Liaison will accept applications at any time after an applicant first submits a prospectus and is then invited to apply. SEMO has 90 days to review the full application and determine if it will sponsor the proposed school. Missouri Statutes require charters be granted by the State Board of Education by January 31 in order to open school the following school year. In order to meet this deadline and open school the following school year, the SEMO Charter Liaison must receive the application by July 1.

Applications received July 1 or after will be reviewed for opening a year following the next school year, unless otherwise decided by SEMO.

*Southeast Missouri State University is not currently accepting applications.

Application Process

SEMO's application process in brief is as follows:

- Step 1: Prospectus Submission
- Step 2: Application Submission
- Step 3: Application Evaluation and Capacity Interviews
- Step 4: SEMO Decision
- Step 5: DESE Submission and State Board Approval

STEP 1: Prospectus Submission

All new and existing school applicants begin the process by submitting a prospectus. This "executive summary" describes the basic elements of the applicant's plan for establishing a charter school.

Prospectus Content

A thorough prospectus addresses the following:

- The school's mission.
- The school's location and targeted student population.
- The number of students the school plans to serve in the first year and when it is at full enrollment, the grades served, and the anticipated opening date.
- The school design:
 - If a replication of an existing model, include links to websites and performance data along with contact information for existing school(s).
- A day in the life of the school for students, staff, parents, etc.
- Expected academic, operational, financial outcomes.
- Evidence for, or explanation of, how the school design can produce those outcomes.

- The school's innovation.
- The founding team:
 - List of 501(c)(3) board members and any identified staff
 - A description of the capacity to open and operate the school
- If applicant is an existing school operator, brief background about its other schools.
- If the applicant intends to contract with a third-party education service provider (ESP), information about the provider and the services it will provide.
- Plans to secure a facility for the school.
- A cash flow statement for the period from application to opening.
- Resumes, vitas, and/or any other relevant information regarding the school's founding board and any identified staff. These pages do NOT count towards the five-page maximum.

Prospectus Format

- Maximum five (5) pages
- Submitted electronically via email as a PDF to Diana Bourisaw - dbourisaw@semo.edu
- All pages numbered
- One-inch margins on all sides
- Minimum 11-point font
- Times New Roman or Cambria font
- All spelling and grammar correct
- Standard single spacing
- No attachments or ancillary documents
- Embed links to research, charter management organizations, existing schools as applicable
- The resumes, vitas, and cash flow statement do not need to follow the previous editorial requirements but should be part of the single PDF.

Initial Review and Invitation to Apply

Once received, the SEMO Charter Liaison will have fourteen (14) days to review the prospectus. At this stage, the submitted documents should demonstrate that the founding team has:

- A compelling reason to open a charter school—whether by doing something different, better, or for a different population—as schools of choice, the applicant should be able to show a need and demand for their proposed school, for the population they intend to serve, in the area they intend to offer it;
- A sound educational model—whether an established school model or a new innovation, the founders will have a strong research or experiential basis for a high expectation of a quality education for their expected population;
- Strong support—may be financial or in-kind, but starting a charter school is a resource intensive endeavor with a high possibility of failure, so a successful operator will have spent years developing the support network of families, agencies,

teachers and other educational professionals, and funding to be successful; and

- Board capacity—with the diversity of skills and knowledge, experience, and ability to attract and identify strong school leadership and provide stability to nurture the organization.

The SEMO Charter Liaison reserves the right but is not obligated to request additional information based on the prospectus prior to determining whether to invite the applicant to submit a full application. Additional reviews, such as professional consultant evaluations, interviews and due diligence on programs the applicant proposes to use, also may be conducted.

High Risk Students: SEMO gives priority to applicants that propose a school oriented to high-risk students and to the reentry of dropouts into the school system as defined in statute: RSMo 160.405.2(5).

Independent Schools Transitioning to a Public Charter School: In the case of an existing school seeking to become a public charter school, SEMO will set up a site visit to observe the school in operation and interview school leaders.

If the prospectus and additional information based upon it demonstrate the foregoing characteristics, the SEMO Charter Liaison will invite the applicant to submit a full application. In order to open a school the following school year, the SEMO Charter Liaison must receive the school's application by July 1.

STEP 2: Application Submission

The applicant submits an application that details the education, organization, governance and business plans of the school. The applicant must provide evidence of capacity of the founding group to govern and manage a public school. A successful application provides data on prior school success or evidence as to why the innovative approach has a likelihood of success. It also has appendices that include:

- Articles of Incorporation and Bylaws
- Five-Year Budget and year-one cash flow analysis with budget assumptions noted
- Board Member resumes, with a minimum of seven board members

The founding board of the school must formally approve the application and its board president must sign the DESE Cover Page.

STEP 3: Application Evaluation and Capacity Interview

Once submitted, the Charter School Liaison and the Dean of Education, Health, and Human Studies, rigorously evaluate each application. The process includes a thorough review of the written proposal including its financial operations, five-year budget projections, and student support systems. The review may include analyses by external consultants to assure the applicants have the experience and capacity to govern and manage a high per-

forming public school and have considered the myriad of details required to start and maintain one. SEMO will also exercise due diligence to examine the applicant team's experience and capacity. SEMO Application Guidance includes specific evaluation criteria.

Applicants must present the following elements in the completed application:

- A clear and compelling mission and vision
- A quality educational program
- A solid business plan
- Strong evidence that effective governance and management structures, systems and expertise are in place
- Profiles of founding team members demonstrating diverse and necessary capabilities
- Clear evidence of the applicant's capacity to execute its plan successfully
- A viable plan and financial capacity to secure a facility to house the school
- A pre opening plan
- A closure plan

Prior to the final decision, applicants are required to participate in a capacity interview with the SEMO Charter Liaison and the Dean of Education, Health, and Human Studies. Participants must include the charter public school governing board chair and school leader (if identified). The applicant team may also consist of board members, and any identified staff.

The purpose of the interview is to further determine the capacity of the governing group and founding staff, their understanding of their roles and their knowledge of their model. Interviews are highly structured, with specific questions relating to the application, the backgrounds of the petitioners and the needs of the community.

The SEMO Charter Liaison will grant sponsorship approval only to those applicants that have demonstrated competence and capacity to succeed in *all* aspects of the school, consistent with the stated approval criteria outlined in the application guidance.

STEP 4: SEMO Decision

SEMO will issue a written letter of acceptance or denial within 45 days from receipt of the application. If SEMO chooses not to sponsor an applicant, the letter of denial will provide reasons for denial with a copy sent to the Department of Elementary and Secondary Education.

STEP 5: DESE and St. Louis Public Schools Submission and State Board Approval

Once SEMO approves the application, it will work with the applicant team to prepare it for submission to the Missouri State Board of Education (MOSBOE). Together, SEMO and the applicant team will negotiate and approve a five-year performance contract that includes measurable student academic achievement targets and include it in the application appendices. To examine the performance contract template, see [Appendix2SemoCharter](#). The team

will also approve an assurance statement that the school will comply with all state and federal statutes and regulations that govern Missouri's charter public schools.

The final application and agreements, with a sponsorship letter from the SEMO Charter Liaison are submitted to the MOSBOE for approval, as outlined in Missouri's Revised State Statutes. The Department of Elementary and Secondary Education has 60 days to review the application on behalf of the State Board of Education and may offer recommended changes to assure alignment with statute and regulations. Applicants are not required to accept Department recommendations outside of statutory or regulatory requirements. The final application and agreements are also submitted to St. Louis Public Schools as required in statute.

Currently, MOSBOE reviews applications no later than the January meeting for schools that plan to open the following calendar year. The Office of Quality Schools (OQS) of DESE shepherds the application through the state board approval process. To be placed on the agenda of the January MOSBO meeting, the OQS requires submission of the final version of the application no later than November 1. MOSBOE also reviews applications earlier in the year. Final applications should be submitted to DESE at least six weeks prior to a particular state board meeting date. Accompanying the application will be a statement of finding that the application meets all requirements.

SEMO-Charter School Contract

Upon the MOSBOE's approval of the application, SEMO and the approved school agree to a separate contractual agreement that lays out additional terms defining the relationship between the two. The President of SEMO will sign the contract on behalf of the Board of Governors. Thus, the contract is between the school and Southeast Missouri State University. The term of this contract covers the period from the MOSBOE approval date to the end of the first five years of the school's operation. To examine the full contract template, see [Appendix 2: SEMO-Charter School Contract Template](#).

Existing School Operators

In the case of an existing school operator seeking SEMO sponsorship, SEMO will set up a site visit to observe the school in operation and interview school leaders.

If the prospectus and additional information based upon it demonstrate the foregoing characteristics, the SEMO Charter Liaison will invite the applicant to submit a full application. In order to open a school the following school year, the SEMO Charter Liaison must receive the school's application by July 1.

Applicants that are existing school operators, will be required to submit additional information in the application related to:

- Prior academic achievement in their existing schools
- Successful management of nonacademic school functions, including financial and organization performance

- Never-opened, terminated, or non renewed charter schools within the last five (5) years
- Proposed growth plan
- Most recent financial audit.

Third Party Education Service Providers (ESP)

Applicants that contract with a third-party education service provider for substantial educational or charter school management services will be required to submit additional information in the application related to:

- Its proposed management services agreement
- Any existing or potential conflicts of interest

The application must include additional provisions and structures that ensure:

- There will be rigorous, independent contract oversight by its governing board
- The school maintains financial independence from the ESP. This includes the following:
 - Its governing board is independent from the ESP's management and/or governing board.
 - The school's finances are separate from the ESP's finances.
 - The school's financial operations and decision-making are independent of the ESP's operations and governance.

SEMO does NOT accept applications from third party education service providers that practice a policy of retaining ownership of the building or physical assets therein in which the charter schools they manage are located.

Charter Amendment Process

It is possible that once a school begins operation, school leadership will determine that a provision of the charter needs to be revised or eliminated. The process for amending the charter is as follows:

- The school leader submits proposed amendment to the board of directors.
- The board approves the proposed amendment at one of its meetings.
- The board president submits a letter along with the proposed amendment requesting SEMO Charter Liaison approval.
- SEMO Charter Liaison approves the amendment.
- Within 30 days, the SEMO Charter Liaison sends written notification that we approved the amendment to the school's board of directors and to DESE.

Statutory Requirements - Application Process and Decision Making:

The following statutes and codes form the basis of SEMO's responsibilities related to the application process and decision making:

RSMo_160.405.): SEMO will provide an application process that will determine if an applicant is sufficiently qualified to operate a charter school

RSMo_160.405.2(3): SEMO will provide applicants written letter(s) of denial, with the reasons for denial, and copy the state board

RSMo_160.405.2(5): When granting charters to similarly qualified applicants, SEMO will give priority to charter schools oriented to high-risk and reentry of dropouts

RSMo_160.405.3: SEMO approved charter applications will be submitted to the state board of education with:

- A statement of findings related to meeting legal requirements
- A plan to monitor the academic performance of the applicant

RSMo_160.405.5(8) Any request for further review by the state board of education includes:

- (a) Documentation that a copy of the charter application was provided to the St. Louis Public School District Board of Education
- (b) A statement outlining the reasons for approval or disapproval addressing statutory requirement

5_CSR_20-100.260 (2): This section of the Code of State Regulations pertaining to [Standards for Charter Sponsorship](#) details the sponsor's responsibilities related to the charter school application process and decision making.

SEMO-Charter School Contract – Related Sections

Also refer to [Appendix 2: SEMO-Charter School Contract](#): Article II.

Section 3: Charter Contract

Charter School Contract

Upon the Missouri State Board of Education's (MOSBOE) approval of the charter school application, SEMO and the approved school agree to a separate contractual agreement that lays out additional terms defining the relationship between the two. The President of SEMO will sign the contract on behalf of the SEMO Board of Governors. Thus, the contract is between the school and the SEMO Board of Governors. The term of this contract covers the period from the MOSBOE approval date to the end of the first five years of the school's operation.

The Performance Contract

The school's Performance Contract, separate from the SEMO-Charter School Contract, lays out the specific school wide governance, leadership, financial operations, reporting, academic and attendance performance targets for each year of the charter. (Refer to [Performance Contract Template](#).) SEMO seriously considers state assessment data and other student achievement outcomes relative to the Performance Contract when making expansion, intervention, renewal, revocation and closure decisions.

- * Refer to Section 4 below (*Student Achievement and State Assessment* sub-section) for more information about the Performance Contract.
- * Refer to Section 6 below for our policies, processes and procedures concerning expansion, intervention, renewal, revocation and closure decisions.

Statutory Requirements – Section 3: Charter Contract

RSMo_160.400.16: SEMO will provide a performance contract to evaluate the performance of the school.

RSMo_160.405.1-.14 **SEMO** will execute a charter contract with each charter school that articulates the rights and responsibilities of each party.

RSMo_160.405.4 and RSMo_160.405.9(2): SEMO will include in the charter contract or incorporate by reference clearly defined performance expectations, and the targets that the charter school must meet to earn renewal.

5_CSR_20-100.260 (3): This section of the Code of State Regulations pertaining to [Standards for Charter Sponsorship](#) details the sponsor's responsibilities related to the charter contract.

SEMO-Charter School Contract – Related Sections

Also refer to [Appendix 2: SEMO-Charter School Contract](#): Articles II, IV and V.

Section 4: Oversight and Evaluation

The charter school concept is built on the premise that in return for greater autonomy, charter schools are held accountable to commitments and agreements made in their charters, as well as to all applicable federal and state statutory and regulatory requirements. Through oversight, it is the sponsor's role to ensure that each school it sponsors:

- Upholds its agreements and commitments as stated in its charter and contract with SEMO.
- Is in compliance with federal and state statutes and regulations.

- Establishes and maintains strong academic programs and organizational and financial operations.

Annual Review Process

SEMO fulfills its oversight responsibilities by conducting an ongoing standards-based* annual review process in a variety of ways throughout the school year. It begins with an examination of a host of information about an individual school, some of it provided by the school to our liaison; including sponsor-required documents, assessment data, and financial audits that provide evidence of academic and organizational health. The Charter School Liaison carefully reviews this information along with DESE generated reports including annual MSIP- 6 data and the Annual Performance Review (APR). While such documentation provides important information on how a school is performing, the SEMO Charter Liaison understands “seeing is believing” and has incorporated informal monthly on-site visits into its charter school annual review process along with an in-depth full day site visit held in the spring on each campus. The SEMO Charter Liaison reviews all board meeting agendas, minutes and document packets and attends all board meetings. SEMO also stays in close communication with various offices within DESE to monitor school compliance with state and federal guidelines and works with our schools to address any issues that may arise. Upon release of MSIP-6 and APR data, SEMO finalizes each school’s Annual Review Report that identifies areas of strength and growth. The school’s board of directors are required to review this report.

* Refer to [Appendix 3: SEMO Charter School Annual Review Standards and Indicators](#).

The Full Day Site Visit

The site visit provides a mechanism for SEMO to verify and corroborate information collected throughout the year by gauging the culture and climate of a school, gathering additional evidence on school performance from a range of perspectives. The SEMO Charter Liaison site visit includes:

- School Leader Interviews
- Teacher Interviews
- Staff Interviews
- Family Interviews
- Student Interviews
- Board Member Interviews
- Classroom Observations
- Document Submissions
- School Day Observations
- Financial Review
- Review of Student Support Systems

Findings from the full day site visit are incorporated into the Annual Review Report.

Required Document Submission

To better assure that schools meet and maintain all of their State/Federal/Local compliance and reporting responsibilities, the SEMO Charter Liaison has developed a Required Document Submission Checklist. While many documents require an annual submission, some are quarterly (enrollment numbers) and monthly (financial reports, board meeting minutes, agendas and board packets).

Ensuring Non-discrimination

Charter schools in Missouri must comply with non-discrimination laws that protect the rights of all students, faculty and staff. The SEMO Charter Liaison has the following systems in place to monitor that all schools have the necessary non-discrimination safeguards to meet local, state and federal compliance:

- Monthly School Leader Visits
- Review of board meeting agendas, minutes and document packets
- Attendance at board meetings
- Annual Review
- SEMO Charter Liaison Required Document Checklist: board policies and school procedures
- Monitoring of lotteries

Enrollment and Admissions Compliance

Charter schools must comply with laws that undergird their enrollment policies. Preference should be given to high risk students. The SEMO Charter Liaison verifies that charter schools admit students through a non-discriminatory process that grants admission to resident and nonresident students eligible to attend through the Voluntary Interdistrict Choice Corporation (VICC) or from an unaccredited school district. The Charter Liaison monitors the admission process in the situation where capacity is insufficient to enroll all students who submit a timely application to ensure that the process complies with statute. This is accomplished through:

- Review of board policies and school procedures
- Annual Review
- Monitoring of lotteries

Voluntary Interdistrict Choice Corporation (VICC)

Charter schools enrolling eligible students under the Voluntary Interdistrict Choice Corporation must maintain accurate state reporting as required by state law. The SEMO Charter Liaison responds in a timely manner to DESE concerns about students enrolled under the Voluntary Interdistrict Choice Corporation. The Liaison also regularly provides our schools with updates on student eligibility and county districts currently participating in the program.

<http://www.choicecorp.org/>

Parent, Student and Community Concerns

A charter school board is required by law to have a policy that addresses parent, student and community concerns.

The SEMO Charter Liaison monitors that a policy, along with processes and procedures, is in place and that the school follows the policy through:

- Monthly school leader visits
- Regular attendance at board meetings
- Annual Review Process
- Review of student and parent surveys
- SEMO Charter Liaison Required Document Checklist:
 - Board policies and school procedures
 - Student and parent handbooks
- Monitoring parent complaints received by SEMO

Teacher Certification and Background Checks

It is a goal for all of the SEMO sponsored charter schools to employ only certified teachers and staff (when applicable) as required by state and federal law. A school must have a plan in place to rectify any certification issues as they arise. All school board directors and school faculty and staff are required by law to undergo criminal background and Family Care Safety Registry (FCSR) checks.

The SEMO Charter Liaison monitors teacher/staff certification and compliance with background check statutes by:

- Reviewing certification data in Core Data in the DESE web applications
- SEMO Charter Liaison Required Document Checklist:
 - Board policies
 - Assurance of Board Criminal Background and FCSR Checks
 - Assurance of Faculty/Staff Criminal Background and FCSR Checks
- Reviewing the school's certification intervention plan
- Monthly school leader visits
- Annual Review

SEMO works with our schools and DESE to address any compliance issues that arise.

State-Federal-Local Statute Compliance

Charter schools must meet and maintain the same compliance requirements in certain educational areas as any publicly funded educational institution in the state of Missouri. Compliance areas include but are not limited to: Special Education, Federal Programs (Title I, II and III), vocational/career education, food service, HIPAA, and FERPA. Related to this are services for foster, homeless, migrant and English language learner (ELL) students. Locally, our schools must obtain building, elevator, and health and safety permits. The SEMO Charter Liaison monitors a wide variety of compliance areas through:

- SEMO Charter Liaison Required Document Checklist:
 - Board policies and school plans
 - Permits
- Monthly school leader visits
- Annual Review

Links to Related Documents: State-Federal-Local Statute Compliance

Federal Programs Handbook -- <http://dese.mo.gov/quality-schools/federal-programs/federal-legislation-guidance>

Family Educational Rights and Privacy Act (FERPA) -- <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

Academic Program, Student Achievement and State Assessment

Simply stated, the most important priority for our schools is supporting academic progress that puts all students on paths of opportunity in their lives. A charter application describes the curricular and instructional program in place to meet this priority as well as how the school intends to monitor student academic progress. The state and SEMO Charter Liaison expect the school to administer internal benchmark assessments during the school year that enable teachers to adjust instruction if necessary to meet each student’s academic needs.

Oversight

Each spring, students are required to participate in Missouri’s statewide system of assessments (MAP). DESE compiles each school’s annual state-assessment, attendance, graduation and other student measures to determine the school’s Annual Performance Report (APR). This report, released to the public, is a key indicator of how well your school is succeeding in preparing students for success in school and beyond.

As part of its oversight responsibilities, the SEMO Charter Liaison ensures that the school curriculum is aligned to Missouri Learning Standards and that all students participate in the MAP through:

- Board Meeting Attendance: Presentations on student achievement
- SEMO Charter Liaison Required Document Checklist:
 - Curriculum Scope and Sequence documents
 - Board policy and school procedures
 - State exam testing calendar
 - Board Meeting packets
 - Classroom walk throughs
 - Meetings with school leaders
- Annual Review site visit interviews

The Performance Contract (See also Section 3 above)

The SEMO Charter Liaison's foremost responsibility is to monitor students' academic achievement to ensure they are receiving a quality education. Each summer, the Charter School Liaison carefully reviews the school's APR and MAP outcomes and, if necessary, revisits the Performance Contract that was incorporated in the charter. The Performance Contract lays out the school wide academic and attendance targets for each year of the charter. (Refer to [Appendix 4: SEMO-Charter School Performance Contract Template](#).) The Liaison carefully considers APR scores and student achievement outcomes relative to the Performance Contract when making expansion, intervention, renewal, revocation and closure decisions. (Refer to Section 6 below for our policies, processes and procedures concerning these decisions.)

Support

In addition to oversight and accountability, SEMO strongly believes in supporting a school's efforts to deliver an instructional program that drives successful student achievement. We partner with schools to identify areas of strength and improvement and encourage your instructional leaders to use this knowledge to inform decisions around actions that effectively address areas of improvement. Once these decisions are made, SEMO helps connect the school to external resources necessary to execute them, and in many cases, provide financial support.

The Charter Liaison also identifies resources on test security and data analysis and shares them with our schools.

Links to Related Documents: MAP Testing

DESE Assessment -- <http://dese.mo.gov/college-career-readiness/assessment>

Board Governance

Oversight

The ability of the charter school to carry out its mission and vision depends on the strength of its organizational foundation. A critical element of this foundation is the charter school board itself. The board carries the mission of the school into the community and brings the views of the community into the school. The success of the charter school often rests on the success of the charter school board.

To fulfill its board oversight responsibilities, the SEMO Charter Liaison:

- Ensures that board members have a criminal background check and FCSR check (Family Care Safety Registry), as is done for all school employees as part of the board selection/induction process.
- Monitors the submission of required ethics commission paper work annually.
- Attends all board of directors' meetings as capacity allows.

- Requires boards to submit all meeting agendas, document packets, monthly financial reports and approved minutes to the Charter School Liaison for review.
- Monitors the school website and meetings to ensure that all meetings/business is conducted in compliance within the frameworks of the Missouri Sunshine Laws.
- Requires that board submit all board policies and amendments to the Charter School Liaison for review; with special regard to areas of state and federal compliance or areas of possible conflict of interest.

Development, Training and Support

The Charter Liaison ensures that charter board members have opportunities for adequate development, training, and support to fulfill their roles by:

- Requiring the board to complete an annual board self-evaluation.
- Evaluating school governance as part of the school annual review.
- Requiring the board to develop an annual board development plan based on the self-evaluation.
- Informing the board of development opportunities offered by organizations such as the Missouri School Board Association and the Missouri Charter Public School Association.
- Monitoring board participation in board trainings.
- Ensuring funds are annually allocated with the specific intention of supporting board-training costs.

Reporting

The State of Missouri has a responsibility to thoroughly and effectively monitor public charter schools since public money funds the schools' daily operations and educational services. Most of this accountability piece is in the form of data submission to DESE. The objective is to create a level of transparency and accountability assuring that a quality educational product is available for each student from the time they enter kindergarten through high school commencement. In addition, safeguards must be in place to protect student and family data that may be deemed "personal" or "private." Finally, a charter school must notify DESE if it amends its charter.

Oversight/Compliance

To assist schools in meeting these requirements, the SEMO Charter Liaison has access to charter schools' document submission portals at DESE, where we can directly review their documents. SEMO also serves as a liaison between DESE and our schools when DESE reports missing documentation. We offer support to help a school submit any missing data or documents to DESE. In addition, schools must submit data and/or documents that DESE does not directly collect to fulfill our own oversight and compliance responsibilities. Finally, during the annual review of each of our schools, SEMO monitors our schools' student and family record keeping systems. In these ways, the SEMO Charter Liaison:

- Ensures that data submissions are accurate, complete and timely.
- Monitors that schools maintain student record systems that can be transferred electronically for state and federal reporting.
- Monitors that the schools keep records on file that meet the requirements of the *general record retention schedule* and the *public school record retention schedule*. <https://www.sos.mo.gov/CMSImages/LocalRecords/General.pdf>
- Ensures that schools adopt policies consistent with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) guidelines to the extent they are applicable.
- Ensures that appropriate school personnel have access to Missouri Student Information System (MOSIS) and core data to make accurate, complete and timely data submissions.
- That approved changes to a charter throughout the term of the charter will be submitted within thirty (30) days of approval and an electronic copy will be submitted to the department reflecting approved changes. (For our charter amendment process, refer to Section 2 above.)

Links to Related Documents: Reporting

Family Educational Rights and Privacy Act (FERPA) to the extent that it is applicable to charter schools. <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

Health Insurance Portability and Accountability Act (HIPAA) guidelines to the extent they are applicable to charter schools <http://www.hhs.gov/ocr/privacy/>

Compliance Notification

If the SEMO Charter Liaison determines through the oversight and annual review processes described in this section that a school is out of compliance with a state or federal statute, in violation of its contract, or deficient in meeting performance standards stated in the SEMO-School Contract or the school’s Performance Contract, the SEMO Charter Liaison will provide clear, adequate, evidence-based, and timely notice to the school and mandate intervention. For information on SEMO’s intervention policy and process, refer to Section 6 below.

Statutory Requirements – Section 4: Oversight and Evaluation:

The following statute and code form the basis of SEMO’s oversight and evaluation of its charter schools:

5_CSR_20-100.260 (4): This section of the Code of State Regulations pertaining to [Standards for Charter Sponsorship](#) details the sponsor’s Oversight and Evaluation responsibilities.

RSMo_160.405.7(5): SEMO publishes the school’s annual performance report on its website.

RSMo_160.405.8(1)(a): SEMO gives schools adequate, evidence-based and timely

notice of contract violations or performance deficiencies and mandate intervention.

RSMo_ **160.405.2(5)** and **160.410.1-3**: SEMO monitors school compliance related to enrollment and admissions, including enrollment related to high-risk students.

Specific to State and Federal Compliance Monitoring

RSMo_ **160.261** (Discipline); **160.420** (Employment); **160.518** (Statewide Assessment); **162.670** (Special Education Services); **162.710** (Special Education Transportation); **167.020** (Homeless Students); **167.115-117** (Student Actions – Law Enforcement); **167.161** (Student Suspensions or Expulsions); **167.164** (Duty to Educate); **167.171** (Suspension Appeals); **168.133** (Criminal Background Checks); and **171.031** (School Calendar).

Specific to Academic Program, Student Achievement and State Testing

RSMo_ **160.405.4(6)(a)** and **160.405.7(1)**: SEMO will monitor that our schools:

- Design a method to measure pupil progress toward the pupil academic standards adopted by the state board of education pursuant to the provisions of Section 160.514, RSMo
- Collect baseline data for the purpose of determining how the charter school is performing and, to the extent applicable, shall participate in the statewide system of assessments composed of the essential skills tests and the nationally standardized norm-referenced achievement tests, as designated by the state board of education pursuant to the provisions of Section 160.518, RSMo.

RSMo_ **160.405.8**: SEMO shall have policies and processes in place related to school intervention and revocation of the charter based on performance deficiencies.

Specific to School Board Oversight

RSMo_ **160.400.7**: The charter board retains status as a Missouri non-profit corporation.

RSMo_ **105.483** and **105.492**: Charter board members submit ethics commission paperwork annually.

RSMo_ **160.400.15**: Charter boards have policies in place to prevent conflict of interests with the charter school.

RSMo_ **160.400.14**: All charter board members have criminal background and FCSR checks.

RSMo_ **610.010-610.030**: SEMO monitors whether charter school board and committee business is conducted as outlined in the Missouri Sunshine Laws.

Specific to Reporting

RSMo_109.255, RSMo: SEMO will closely monitor that the charter school retains necessary records as required by the general record retention schedule and the public school retention record as authorized in this section.

SEMO-Charter School Contract – Related Sections

Also refer to [Appendix 2: SEMO-Charter School Contract](#): Articles II, IV and V.

Section 5: Fiscal Management

As schools are in the business of educating students, academic performance should be the primary outcome by which a charter school is evaluated. But a charter school cannot provide students with a good education if it cannot meet payroll, afford to keep the lights on in the building, or worse yet, improperly uses public funds that should be spent in the classroom. Clearly, fiscal health is a key indicator of charter school success, and monitoring financial performance and position is inherent to quality charter school sponsorship.

Oversight/Compliance

The SEMO Charter Liaison closely monitors school financial operations and performance to ensure that the necessary safeguards are in place to maintain a solvent fiscal status. As part of oversight responsibilities mandated by state statute and DESE, the Charter School Liaison:

- Reviews essential financial documents including but not limited to:
 - ASBR Report
 - Annual budget and budget updates
 - Enrollment numbers
 - Quarterly financials published on the school's websites
 - Independent Annual Audit
 - Internal control and procurement policies and procedures
 - Attendance reports
- Reviews finances over the summer and early fall to identify that a school is financially stressed as defined by statute; and if so, notifies the school's board no later than November 1.
- Monitors all monthly financial reports and remain in constant communication with school leaders and their financial teams regarding the budget and monthly expenses.
- Ensure that the school acquires the services of a qualified independent auditor to conduct an annual financial audit and that the summary is published in a local newspaper for public access.

- Monitor that all financial controls are in place to assure that all state and federal revenue are expended for the sole purpose of operating the school.
- Ensure that the schools utilize the coding procedures prescribed in the *Missouri Financial Accounting Manual*.
- Ensure that the school board of directors reviews a monthly check register and approves payments exceeding an amount agreed upon with the Charter Liaison prior to issuing payment.
- Ensure that the school board of directors has control of all bank accounts where state and federal money is deposited.
- Monitor compliant fiscal management of all federal funds.
- Ensure that the school has in place and follows a procurement process when contracting for services and purchases (when required by law).
- Monitor the submission of the Annual Secretary of the Board Report (ASBR).

Financially Stressed Status and Other Financial Concerns

In the case that a charter school is identified by DESE as having a fiscal status of **financially stressed**, the Charter Liaison ensures that the school develops a budget and plan to rectify any financial deficits. The Charter School Liaison will also place the school on probation, as appropriate.

In the case that a charter school's expenditures for the preceding fiscal year exceed receipts, the Charter Liaison will examine whether this is due to recurring costs, and if this is the case, ensure that the school develops a budget and plan to rectify any further financial deficits.

Statutory Requirements – Fiscal Management:

The following statutes and codes form the basis of our schools' and SEMO's responsibilities related to fiscal management:

RSMo_160.405.1(10), RSMo: SEMO will closely monitor that the charter school utilizes the coding procedures prescribed in the *Missouri Financial Accounting Manual*.

SMo_160.405.4(4) RSMo: SEMO will ensure that the charter school acquires the services of a qualified, independent auditor to conduct an annual financial audit.

RSMo_160.405.4(4) RSMo: SEMO will ensure that all required financial controls are in place to assure that the revenue received for school operations are expended for that purpose:

1. A requirement that a monthly check register is reviewed and approved by the local board prior to issuing payment.

2. The bank account where state funds are deposited must be established and

under the control of the charter board.

RSMo_160.415.5 RSMo: SEMO will closely monitor the submission of the Annual Secretary of the Board Report (ASBR) and the annual audit to the Department of Elementary and Secondary Education.

RSMo_160.417: By Oct. 1 each year, SEMO will identify any charter schools experiencing financial stress and report this information to DESE. If DESE designates that a school is financially stressed, by November 1, SEMO will notify the charter school board, and ensure that the board develop and approve a budget and education plan to be submitted to the sponsor within 45 days. Minimum requirements for what must be included in the plan are specified. SEMO may make suggestions to improve the plan. DESE may withhold any payment of financial aid otherwise due to the school until the sponsor and charter school are in full compliance with these requirements.

RSMo_165.121.5, RSMo: SEMO will closely monitor that the school's annual audit summary is published in a local newspaper.

34 CFR 80.36: SEMO will ensure that the charter school will have a procurement process in place as required by the *Code of Federal Regulations*.

Fiscal Guidance for Federal Grant Programs: SEMO will closely monitor that the charter school shows fiscal management of federal grant programs in accordance with terms in these guidelines.

RSMo_165.121.5, RSMo: SEMO will closely monitor that the school's annual audit summary is published in a local newspaper.

5_CSR_20-100.260 (5): This section of the Code of State Regulations pertaining to [Standards for Charter Sponsorship](#) details the sponsor's monitoring responsibilities related to fiscal management.

SEMO-Charter School Contract – Related Sections

Also refer to [Appendix 2: SEMO-Charter School Contract](#): Articles II, IV, V and VI.

Links to Related Documents: Fiscal Management

Missouri Financial Accounting Manual -- <http://dese.mo.gov/financial-admin-services/school-finance/mo-financial-accounting-manual>

ESEA/NCLB (FEDERAL) Finance -- <http://dese.mo.gov/financial-admin-services/eseanclb-finance>

School Finance Topics/DESE -- <http://dese.mo.gov/sites/default/files/qs-charter-SchoolFinanceTopics.pdf>

Section 6: Intervention, Renewal, Replication, Expansion, Revocation, and Closure

Throughout the length of their charters, schools may struggle to reach their visions for success. It is during these times when the decision-making process guiding SEMO's actions must be transparent and consistently applied. When should SEMO intervene in a school's management and operations? What conditions could lead to revocation of a school's charter and termination of its contract with SEMO? What does it take for a school to successfully renew its charter? What happens if SEMO recommends that a school close its doors? The state of Missouri requires all charter school sponsors to have policies and processes in place to guide and carry out decisions concerning intervention, renewal, revocation and closure. This section presents SEMO's policies and procedures.

School Intervention Policy, Process and Procedures

Intervention Policy

(Adapted from SEMO Contract template: Article 5: Sections 1 and 2)

If SEMO determines that a school is failing to meet one or more required performance standards as established in the SEMO-school contract, but that such failure does not warrant termination, SEMO may designate the school to be in a probationary status for a defined period of time, not to exceed two years. During the probationary period, SEMO will require the school to implement a mutually agreed upon remedial plan with clear, measurable student performance outcomes to correct performance deficiencies described in writing by SEMO. SEMO may put the school on probation on any of the following grounds:

- A. Failure to meet academic performance standards as set forth in the SEMO-Charter School Contract, the charter school application, the annual Performance Contract, or as reasonably required of the school in writing by SEMO. Specific criteria for intervention and/or probation are dependent on the opening configuration and subsequent expansion of grade levels of the school. For an example of specific performance standards that, if not met, could lead to interventions and probation, refer to [Appendix 5: Intervention Criteria](#).
- B. Failure to meet generally accepted standards of fiscal management;
- C. Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.425 and 167.349 within thirty (30) days following receipt of written notice requesting such information;
- D. Material or intentional violation of applicable federal or state laws; or

- E. There is a change in the provisions of Sections 160.400 through 160.425, RSMo which alters or amends the responsibilities and obligations of either school or SEMO and the parties hereto are unable to agree upon amendments to this Charter School Contract necessary to conform its terms and conditions to said statutory amendments.

Data and factors that inform SEMO's decision to intervene include, but are not limited to:

- School APR
- MSIP 6 data
- Attendance
- SEMO's Review
- End of year fund balance
- Fiscal management concerns
- Statutory non-compliance, including but not limited to: teacher certification, improper investment of funds, Special Education corrective action plans.
- Health and safety issues

Intervention Process and Procedures

Probation

The SEMO Charter Liaison provides a charter school with clear, adequate and evidence-based notice of problems. If the problems cannot be resolved in a timely manner, the SEMO Charter School Liaison will draft a letter placing the school on probation, not to last more than two years.

School Improvement Plan (SIP)

The school, with the support of the SEMO Charter Liaison drafts a school improvement plan with clear, measurable outcomes that address the identified problems. The plan also includes a time-line with benchmarks and the personnel responsible for attaining each benchmark. The school board and SEMO Charter Liaison must approve the SIP. Refer to [Appendix 6: School Improvement Plan Template](#).

Monitoring of School Improvement Plan (SIP)

SEMO will monitor execution of the plan on a regular basis. The school will report progress on a regular basis to inform SEMO's monitoring including providing any data requested by SEMO to determine progress towards outcomes.

Re-evaluation

At benchmark points and the end of the probationary period, SEMO will assess the extent to which the school has reached the SIP outcomes and make a determination among one or more of the following options:

1. Remove probation status
2. Renewal of the charter
3. Non-renewal of the charter
4. Termination of sponsorship and revocation of the charter
5. Immediate closure of the school

School Renewal Policy, Process and Procedures

School Renewal Policy

SEMO implements a transparent and rigorous process that uses comprehensive data to make merit-based renewal recommendations to the Missouri State Board of Education.

SEMO renewal decisions are supported by analyses and weighing data regarding a charter school's performance over time in relation to the goals and terms of its charter application and Missouri's pupil academic standards as adopted by the State Board of Education. Renewal decisions are informed by a comprehensive set of multiple sources, including the Missouri Assessment Program results, standardized test results, and internal building measures.

Renewal Criteria

SEMO grants renewal only to charter schools with a quality educational program that has achieved the goals and standards set in its charter application, is organizationally and financially viable, and has been faithful to the terms of its charter application and applicable laws.

In order for SEMO to recommend a charter school for renewal, the school must demonstrate that it:

1. Meets academic performance standards as set forth in the Charter School Contract and the school's Performance Contract. Standards for increasing student achievement include, but are not limited to:
 - a. Demonstrates steady improvement in scores on the Missouri Assessment Program (MAP Test).
 - b. Demonstrates one month or more academic gain per month of instruction as measured on internal standardized tests.
 - c. Demonstrates MAP index scores better than district schools with similar demographics.
2. Meets generally accepted standards of fiscal and organizational performance.
3. Provides evidence when requested to confirm compliance with all provisions of the charter and charter school statutes, regulations and codes.
4. Is in compliance with applicable federal or state laws, including Missouri State Charter School Law.
5. Is faithful to the terms of its charter application.
6. Providing an education of equal or greater quality than peer schools of similar size, demographics and scope in the St. Louis Public School District.

A charter school may have an expedited renewal process if it has an annual performance report consistent with a classification of accredited for three of the previous four years and is fiscally viable.

Specific standards and indicators SEMO uses to inform renewal decisions can be found in [Appendix 3: Annual Review Standards and Indicators](#) document.

SEMO is confident that our renewal decisions reflect sound and defensible judgments about school performance. Renewal decisions are not compromised by political influence. SEMO

will provide a clear written procedure and time table for making its renewal decision and if necessary, oversight of closure of an individual charter school; including but not limited to implementation of a closure plan, relocation of its students, transfer of student records, and dissolution of assets.

Renewal Decision Making Process and Procedures

1. Introductory Meeting with the School - late spring of the fourth year of the charter

Charter school leaders meet with the SEMO Charter Liaison. The primary purpose of this meeting is twofold:

- a. Clarify the decision-making process that determines if the school qualifies for renewal and continued sponsorship. The SEMO Charter Liaison will also inform the school leaders whether or not it is probable that the SEMO Charter Liaison will support renewal.
- b. Clarify the renewal application guidelines and process to be followed for subsequent submissions.

2. SEMO Renewal Decision

SEMO Charter Liaison will prepare a recommendation to renew or not renew the school's charter for another five years for submission to the Dean of the College of Education, Health, and Human Studies. Based upon careful analysis of the following:

- The school's student academic and financial performance over the first four years of the charter term
- The school's most recent state assessment data on student academic performance, along with that data's relationship to performance data from previous years
- SEMO's annual reviews of the school over the first four years of the charter term
- The school's performance compared to schools within St. Louis Public School District with comparable enrollment and grade level configurations.

The Charter Liaison and school leaders will meet with the Dean of the College of Education, Health, and Human Studies to review the recommendation.

The Dean for the College of Education, Health, and Human Studies will render one of two decisions:

- 1) **Support Renewal:** The Dean will direct the SEMO Charter Liaison to notify the charter school to submit a full renewal application. Subsequent to this decision:
 - The SEMO Charter Liaison will notify DESE that SEMO agrees to sponsor the renewing charter school.
 - The school will follow the SEMO Charter Liaison Renewal Application process. (See below).
- 2) **Deny Renewal:** The dean will direct the SEMO Charter Liaison to notify the charter school formally in writing that the SEMO Charter Liaison will not renew

sponsorship of the school following the term of the existing charter. Notification will include the reasons for the decision.

Upon receipt of the decision not to renew, the SEMO Charter Liaison and the school will prepare for closure during year five of the charter. The school will follow SEMO closure policies and procedures.

Expedited Process and High-Quality Charter Schools

The SEMO liaison will also identify whether a charter school up for renewal:

- * Qualifies for an expedited renewal process
 - A charter school may have an expedited renewal process if it has an annual performance report consistent with a classification of accredited for three of the previous four years and is fiscally viable.
- * Is a high-quality charter school
 - If a charter school meets the criteria for a high-quality charter school as defined in RSMo_160.408.1, it qualifies for consideration to renew the charter for up to ten years. The SEMO liaison will make the decision concerning the length of the renewal term.

Renewal Application Process and Procedures

If SEMO supports renewal, the school will complete a renewal application for submission to the Missouri State Board of Education through the Department of Elementary and Secondary Education. The renewal application process is more streamlined than the one for new charter school applications. In brief, here are the three steps in the renewal process:

- Step 1: Application Submission
- Step 2: DESE Submission and State Board Approval
- Step 3: Contract Renewal

STEP 1: Application Submission - No later than November 1

Application Template

SEMO recommends that our charter schools use DESE's renewal application template and submit the application online directly to DESE. By statute, schools that evidence strong student academic performance as measured by state assessments over the previous four years may complete an expedited application. They may also qualify for a renewal term of up to ten years.

Required elements

SEMO requires all applicants to present the following elements in their renewal application:

- A clear and compelling mission and vision
- A quality educational program backed up with a Performance Contract
- A sound business plan and projected budget for the next five years

- Strong evidence that effective governance and management structures and systems will continue to be in place
- Plans for the school’s growth and development over the five-year length of the renewal charter
- Clear evidence of the applicant’s capacity to execute its plans successfully
- Assurance that the school understands the procedures for closure and distribution of assets.
- Appendices that include:
 - Articles of Incorporation and Bylaws
 - Five-Year Budget and year-one cash flow analysis with budget assumptions noted
 - Prospective Board Member resumes
 - A five-year Performance Contract

SEMO Collaboration and Review

The Charter Liaison and the Dean of the College of Education, Health, and Human Studies rigorously evaluate each element of the application. The Charter Liaison may raise concerns or recommend revisions and will work with the school to address them to finalize the document.

Five-Year Performance Contract

The SEMO Charter Liaison and the applicant team will negotiate and approve a five-year performance contract that includes measurable student academic achievement targets and include it in the application appendices.

Board Approval

The board of the school must formally approve the application and its board president must sign it.

STEP 2: DESE Submission and State Board Approval

Once finalized and approved, the school submits its application to the Department of Elementary and Secondary Education for the Missouri State Board of Education’s approval, as outlined in Missouri’s Revised State Statutes. The deadline for submission to DESE is January 1.

The Department of Elementary and Secondary Education reviews the application on behalf of the State Board of Education and may offer recommended changes to assure alignment with statute and regulations. Applicants are not required to accept Department recommendations outside of statutory or regulatory requirements.

At the Missouri State Board of Education designated meeting, DESE’s Coordinator of the Charter Schools Program office and the SEMO Charter Liaison presents the renewal application for review and approval. A hard copy of the final renewal application must be submitted to:

- Missouri State Board of Education, c/o: DESE Charter School Director, Jefferson State Office Bldg., 205 Jefferson St, Jefferson City, MO 65102

- St. Louis Public Schools, c/o Charter School Liaison, 801 N. 11th Street, St. Louis, MO 63101

STEP 3: The School and SEMO Renew Their Contract

Upon the MOSBOE's approval of the application, SEMO and the approved school agree to a separate contractual agreement that lays out additional terms defining the relationship between the two. The term of this contract covers the next five years of the school's operation (or longer if the school qualifies as described above). To examine the full contract template, see [Appendix 2: SEMO-Charter School Contract Template](#).

Replication and Expansion Policy, Processes, and Procedures

Introduction: Statutory Concerns

As currently written, state statutes that cover replication and expansion are very problematic.

RSMo_160.405.6 deals with charter amendments. It makes no mention of amendments that specifically pertain to replication or expansion.

RSMo_160.408 deals with replication and expansion, but only pertains to high-quality charter schools. Terms within this section clearly indicate that the replication or expansion process requires the submission of a proposed charter that, if the sponsor approves, becomes a legally binding contract that the sponsor must file with the State Board of Education.

Note:

- * There is no mention of replication and expansion pertaining to non-high-quality charter schools anywhere in statute.
- * Currently, sponsors approve expansion and replication requests as amendments to pre-existing charters and therefore are not necessary to file with the State Board of Education. This has been accepted practice at least since 2014.
- * There is no definition of the words, replication and expansion, in statute.

The ramifications for sponsors and their high-quality schools that want to expand or replicate are significant.

To be compliant with RSMo_160.408 a high-quality school would have to submit a separate charter to the sponsor, and the sponsor would have to file the charter with the State Board of Education. This raises concerns:

- * The expansion/replication charter contract is separate from the existing charter contract:

- This sets up a situation where the governing board and sponsor must operate under two contracts that could establish two sets of terms for a singular relationship.
 - Does the state have to assign a new district code to the schools established under the expansion/replication contract?
 - Is it possible that the separate charters could generate two governing boards?
- * The process where a sponsor approves an expansion/replication amendment to an existing charter is far less complicated and cumbersome than the process where a school submits a separate charter proposal for expansion/replication to the sponsor.
- This sets up a situation where a high-quality school must – by statute - follow a process that is more complicated than the process a non-high-quality school follows. One purpose of RSMo_160.408 is to ensure sponsors provide “expedited opportunities” to high-quality schools. The way the statute is written makes it more likely that the sponsor cannot provide “expedited opportunities.”

Replication and Expansion Policy

What follows is SEMO’s policy. It attempts to address the concerns raised by gaps between the language of the law and the intentions of the law; especially those intentions pertaining to high-quality schools.

1. Definitions

Replication: An existing LEA establishes a school that replicates the vision, mission, grade-level configuration, academic program, and instructional model of an existing school. The new school’s location does not lie within its campus footprint. If the existing LEA established a catchment area for its existing school, the new school’s location does not lie within the catchment area.

Expansion A: An existing school that expands its program beyond the building grade-level configuration designated in its charter. The expansion takes place at a location within its existing campus footprint or catchment area. Examples:

- A grade PK-5 elementary school expands to a PK-8 school on the same campus.
- A grade 6-8 middle school expands to a 6-12 secondary program with the high school located in a separate building three city blocks from the middle school.

Expansion B: An existing LEA establishes a new school in a location that does not lie within its campus footprint or catchment area, but the school does not replicate one or more of the following: vision, mission, grade-level configuration, academic program and instructional model.

Expedited opportunities for high-quality schools:

For a high-quality school seeking expansion or replication, the sponsor provides amendment, application and/or approval processes that, compared to processes for non-high-quality schools, take significantly less time to complete.

2. The SEMO Charter Liaison implements a transparent and rigorous process that uses comprehensive data to make merit-based replication and expansion recommendations to the Missouri State Board of Education.

The SEMO Charter Liaison replication and expansion decisions are supported by analyses and weighing data regarding a charter school's performance over time in relation to the goals and terms of its charter application and Missouri's pupil academic standards as adopted by the State Board of Education. Expansion and replication decisions are informed by a comprehensive set of multiple sources, including the Missouri Assessment Program results, standardized test results, and internal building measures.

As required in statute, the SEMO Charter Liaison will provide expedited opportunities as defined above (1) for high-quality charter schools desiring to expand or replicate.

3. Replication and Expansion Criteria

The SEMO Charter Liaison grants replication and/or expansion only to charter schools with a quality educational program in their existing school(s) that has achieved the goals and standards set in its charter and performance contracts, is organizationally and financially viable, and has been faithful to the terms of its charter, contracts with SEMO and applicable laws.

In order for the SEMO Charter Liaison to recommend a charter school for replication and/or expansion, the governing board and school administration must demonstrate the following:

- The existing charter school:
 - Meets academic performance standards as set forth in the Charter School Contract and the school's Performance Contract. Standards for increasing student achievement include, but are not limited to:
 - Demonstrates steady improvement in scores on the Missouri Assessment Program (MAP Test).
 - Demonstrates one month or more academic gain per month of instruction as measured on internal standardized tests.
 - Demonstrates MAP index scores better than district schools with similar demographics.
 - Meets generally accepted standards of fiscal and organizational performance.
 - Provides evidence when requested to confirm compliance with all provisions of the charter and charter school statutes, regulations and codes.
 - Is in compliance with applicable federal or state laws, including Missouri State Charter School Law.

- Is faithful to the terms of its charter application.
- Provides an education of equal or greater quality than peer schools of similar size, demographics and scope in the St. Louis Public School District.
- The proposed school’s location serves a community where existing schools do not provide enough quality seats for school-age children.
- The community served by the school supports its establishment.
- The school provides clear evidence of capacity to execute replication or expansion successfully. This includes:
 - A strong replication/expansion plan.
 - Evidence of sufficient human capital to effectively execute the plan.
 - Evidence of sufficient financial resources to effectively execute the plan.
 - Submission of a sound business plan and projected budget for the next three years.
 - Facilities with enough space to accommodate enrollment increases.

These criteria apply to both non-high-quality and high-quality charter schools, as defined in statute. RSMo_160.408.1.

4. Expedited Process and High-Quality Charter Schools

The SEMO Charter Liaison will provide high-quality expedited opportunities as defined in this policy to the fullest extent allowed by current statute.

Replication and Expansion Process and Procedures

Replication and Expansion: Non-High-Quality Schools

Non-high-quality schools desiring to replicate or expand may:

- Submit a thorough, written proposal in the form of an amendment to its existing charter that addresses all of the criteria stated above.
- The SEMO Charter Liaison will evaluate the proposal based on the criteria and decide whether or not to approve.
- The SEMO Charter Liaison will send written notification of the decision to the school within 60 days of the proposal’s submission. Notification will include a rationale for the decision.
- The SEMO Charter Liaison will send a copy of the notification to DESE.

This process applies to both definitions of expansion above: A and B.

Replication and Expansion: High-Quality Schools

High-quality schools desiring to expand in a manner that meets the definition of expansion above may:

- Submit a thorough, written proposal in the form of an amendment to its existing charter that addresses all of the criteria stated above.
- The SEMO Charter Liaison will evaluate the proposal based on the criteria and de-

side whether or not to approve.

- The SEMO Charter Liaison will send written notification of its decision to the school within 60 days of the proposal's submission. Notification will include a rationale for the decision.
- The SEMO Charter Liaison will send a copy of the notification to DESE.

High-quality schools desiring to replicate or expand in a manner that meets the definition of Expansion B above may:

- Submit a thorough, written proposal that addresses all of the criteria stated above.
- The SEMO Charter Liaison will petition DESE on behalf of the school for a waiver of RSMo_160.410.2 from the requirement to submit the proposal as a charter contract.
- If the waiver request is not approved:
 - The SEMO Charter Liaison will treat the proposal as a charter proposal and ensure that it includes a legally binding contract that meets requirements of sections 160.400 to 160.425 and section 167.349 of RSMo.
 - The SEMO Charter Liaison will evaluate the proposal based on the criteria stated above and decide whether or not to approve.
 - The SEMO Charter Liaison will send written notification of its decision to the school within 60 days of the proposal's submission. Notification will include a rationale for the decision.
 - The SEMO Charter Liaison will file the charter proposal with the state board of education no later than January 31 prior to the school year in which the school intends to begin operations.
- If the waiver is approved:
 - The SEMO Charter Liaison will evaluate the proposal based on the criteria and decide whether or not to approve.
 - The SEMO Charter Liaison will send written notification of its decision to the school within 60 days of the proposal's submission. Notification will include a rationale for the decision.
 - The SEMO Charter Liaison will send a copy of the notification to DESE.

School Revocation Policy, Process and Procedures

School Revocation Policy

(Adapted from SEMO Contract template: Article 5: Sections 1 and 2)

SEMO may terminate the Charter School Contract at any time if the charter school commits a serious breach of one or more provisions of the Charter School Contract. A "serious breach" is defined as a breach that relates to a material violation of Article II, Article IV, Section 6.2, Section 7.2, and/or Article VIII of this Charter School Contract and as further defined under Missouri law.

SEMO may also terminate the Charter School Contract on any of the following grounds:

- A. Failure to meet academic performance standards as set forth in this Charter School Contract, as set forth in the annual Performance Contract or as reasonably required of the school in writing by SEMO.
- B. Failure to meet generally accepted standards of fiscal management;
- C. Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.425 and 167.349 within thirty (30) days following receipt of written notice requesting such information;
- D. Material or intentional violation of applicable federal or state laws; or
- E. There is a change in the provisions of Sections 160.400 through 160.425, RSMo which alters or amends the responsibilities and obligations of either the school or SEMO and the parties hereto are unable to agree upon amendments to this Charter School Contract necessary to conform its terms and conditions to said statutory amendments.

Data and factors that inform SEMO’s decision to revoke a charter include, but are not limited to:

- School APR and MSIP 6 data
- Attendance
- SEMO’s Bi Annual Review
- End of year fund balance
- Fiscal management concerns
- Statutory non-compliance, including but not limited to: teacher certification, improper investment of funds, Special Education corrective action plans.
- Health and safety issues

School Revocation Process and Procedures

(Adapted from SEMO Contract template: Article 5: Sections 3-6)

Notification

At least ninety (90) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, SEMO shall notify a school’s board of directors in writing of the proposed action and the reasons therefore. Prior to such termination, and within two (2) weeks after receipt of such notice from SEMO, a school’s board of directors may request a hearing.

Hearing

If the charter school's board of directors makes a timely written request for such a hearing to SEMO the hearing shall be conducted in accordance with administrative hearing process established by SEMO. To learn more about the process, refer to Appendix 8: Revocation and Hearing.

- A hearing, with oral testimony and written argument before the SEMO Administration, or their designee, will take place within two weeks of the written request

from the board, unless both sides agree to a different time.

- Written notice from the SEMO Administration, or their designee, of the final revocation decision shall be provided within two weeks following the hearing.

Section 160.405.8(4), RSMo provides that final decisions of SEMO to terminate this Charter School Contract prior to the end of the term thereof shall be subject to an appeal to the State Board of Education, which shall determine whether the charter shall be revoked.

If revocation is upheld, a Closure Transition Team, consisting of representation from SEMO, the charter school board, and the charter school shall be appointed to follow the SEMO Charter Liaison closure process to ensure a smooth transition for students and staff.

For more information concerning the school closure process, refer to the SEMO Charter closure policy, processes and procedures below.

Timing

Except as provided in Section 5.6 of the Charter School Contract, no termination of the Charter School Contract by SEMO shall be effective until the conclusion of the school year in which such decision to terminate is made by SEMO.

Provisions for Immediate Closure

Section 5.6 of the Charter School Contract states “If SEMO determines that continued operation of the charter school presents a clear and immediate threat to the health and safety of the children enrolled therein, the effective date of such termination shall be the date upon which SEMO renders its final decision to terminate.”

School Closure Policy, Process and Procedures

Closure Policy

The SEMO Charter Liaison understands that closure of a charter school can be very difficult for school stakeholders, particularly students, families, and school staff. The criteria for a decision for closure appear in the Renewal and Revocation Policies described above. If closure of a school is determined necessary, for any reason, SEMO will work with the charter school’s board of directors and school management to ensure the orderly closure of the school to protect the best interests of displaced families and staff with a focus on assisting successful transitions for all parties involved.

Closure Process and Procedures

The SEMO Charter Liaison will implement and oversee the smooth transition of students and staff.

Communication

The SEMO Charter Liaison will closely monitor that the school communicates in a clear, adequate and timely manner with parents, school staff, the community and all stakeholder groups regarding the closure to ensure that students, families, school staff and the community have the support needed for student transfer/transition.

Student Records

The SEMO Charter Liaison will closely monitor all of the charter school's transference of student records in accordance with privacy rules set forth in the Family Educational Rights and Privacy Act (FERPA) and any applicable state record retention schedules/policies and laws, including but not limited to:

- Conducting a review to determine that all student records are complete and located in a secure location
- Compiling student records into an electronically transferable format
- Provide staff for the purpose of transferring student records to other schools as the charter school closes
- Transferring, in a timely manner, all student related records for retention and historical accessibility to the local school district

Business and Personnel Records

The SEMO Charter Liaison will oversee the gathering and retention of all personnel, governance, and financial records according to the Public School Records Retention Schedule (PSRRS).

Submission of Final Data and Reports

The SEMO Charter Liaison will coordinate and oversee completion of all data and reporting for the closing charter school, including but not limited to:

- Annual Secretary of the Board Report
- Final audit submitted before December 31 of the year of closing
- Any state/federal final program reports
- Any state/federal program final expenditure reports (FER) submitted for all federal/state programs in which the school participated
- Core Data Reports
- Missouri Student Information System (MOSIS) data
- Any required student testing

Resolution of Financial Obligations

During the dissolution of a SEMO sponsored charter school the SEMO Charter Liaison shall coordinate efforts to ensure the meeting of financial obligation as required by law.

If SEMO notifies a charter school of closure, the Department of Elementary and Secondary Education shall withhold funding to assure all obligations of the charter school are met. (Section 160.400)

The SEMO Charter Liaison is responsible for the oversight of all unobligated assets and contractually requires:

- Quarterly accountability reports on receipts and expenditures

- Quarterly bank statements for the closing school's accounts
- Monitoring all expenditures during and after school closure
- A final independent audit (if more than 3 months lapse for the official closure of the charter school)

Charter schools must satisfy all of its financial obligations within twelve months of a notification of closure as stated in subsection 8 of section 160.405. After satisfaction of all its financial obligations, any remaining state and federal funds shall be returned to the Department of Elementary and Secondary Education for disposition as stated in subdivision (17) of subsection 1 of section 160.405. (Section 160.415)

If the charter school does not have sufficient funds to close out the school, the SEMO Charter Liaison has a statutory responsibility for any oversight and reporting.

Disposition of Assets

State Funds

The SEMO Charter Liaison will monitor that the distribution of all of the closing school's remaining assets purchased with state funds will be determined by the school's plan/policy in place for disposition of assets. The Charter Liaison will reasonably assure that the reallocation of equipment and materials from the closed charter school follow the students to their new school. Any remaining, unobligated state-funded assets of the school shall be returned to the Department of Elementary and Secondary Education for their disposition.

Federal Funds

For equipment or materials purchased with federal funds exceeding a total of five thousand dollars (\$5,000) and in accordance with federal guidelines, the SEMO Charter Liaison shall verify that:

- A physical verification that federally purchased equipment or electronic items is conducted.
- An inventory of available items is sent to all local education agencies (LEAs) and the district within the charter school resides within 60 days of closure.
- An opportunity for LEAs/districts interested in acquiring inventory items to send a written request to the school and the SEMO Liaison.
- Distribution of equipment or materials is based on:
 - Any equipment or materials purchased for an individual Education Plan (IEP) for a student with disabilities must follow that student to his/her new school.
 - All equipment and materials purchased with Federal IDEA Part B funds must be sent to a public special education program for use by students with disabilities.
 - All materials purchased with specific funding sources (Perkins, TITLE I, TITLE III) must be sent to other LEAs participating in those programs.
 - The percentage of students transferring from the closed school to the requesting LEA/district
 - By lottery.

Remaining Assets

Any remaining other assets, including those acquired through donations, gifts, or grants; or other sources, shall be disposed of upon dissolution of the school's board in accordance with the articles of incorporation of the school and the Missouri Nonprofit Corporation Act.

Statutory Requirements - Intervention, Renewal, Revocation, and Closure:

The following statutes and codes form the basis of SEMO's responsibilities related to intervention, renewal, revocation and closure:

RSMo_160.400.11(5) and 160.405.9: SEMO's renewal process for its charter schools shall be based on the thorough analysis of a comprehensive body of objective evidence based on a number of specific student performance, fiscal and compliance criteria.

RSMo_160.400.16(6), §_160.405.1(15), §_160.405.1(17) and 160.415.12: SEMO will develop policies and procedures to be implemented if a charter school should close.

RSMo_160.405.8: SEMO shall have policies and processes in place related to school intervention and revocation of the charter based on performance deficiencies.

RSMo_160.408: SEMO will follow requirements for decisions related to revocation and expedited expansion and/or replication.

5_CSR_20-100.260 (6): This section of the Code of State Regulations pertaining to Standards for Charter Sponsorship details the sponsor's responsibilities related to the intervention, renewal, revocation and closure.

5_CSR_20-100.265: This section of the Code of State Regulations details the sponsor's responsibilities related to developing processes and procedures for closure.

SEMO-Charter School Contract – Related Sections

Also refer to [Appendix 2: SEMO-Charter School Contract](#) Articles II, IV and V.

Appendices

Appendix 1: Standards for Charter Sponsorship



5 CSR 20.100--DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

Division 20—Division of Learning Services

5 CSR 20.100 260 Standards for Charter Sponsorship

PURPOSE This rule establishes the standards and indicators for charter sponsorship as required by the Missouri Department of Elementary and Secondary Education. These standards serve as the foundation for the sponsor application process as required by section 160.403, RSMo, and the evaluation process for sponsors required in section 160.400 17(1), RSMo.

(1) **Standard 1—Sponsor Commitment and Capacity** The sponsor believes that chartering is a means to provide children with access to quality public schools that meet identified needs. The sponsor creates organizational systems and structures to fulfill its sponsorship duties and commits human and financial resources necessary to conduct its sponsoring duties effectively and efficiently. The sponsor shall—

(A) Ensure that all sponsorship staff and members of the sponsor's decision-making body understand and are committed to supporting and advancing the purposes of Missouri's charter school law and quality sponsorship practices;

(B) Engage in the sponsorship of charter schools according to the provisions and stipulations of section 160.400 2.5, RSMo, which address the types of entities that may sponsor charter schools and under what conditions;

(C) Employ contract for or otherwise provide personnel at a staffing level appropriate and sufficient to carry out its sponsorship duties, which require expertise that includes, but is not limited to, education leadership, curriculum, instruction, assessment, special education, federal programs, performance accountability, data analysis, law, finance, and nonprofit governance;

(D) Provide or provide access to professional development opportunities for staff to achieve and maintain high standards of professional sponsorship practice and to promote continuous improvement;

(E) Retain records showing that all individuals conducting sponsorship work, including any individual who has contact with students, complete a criminal background check and Missouri's Family Care Safety Registry (FCSR) check as outlined in section 168.133.1, RSMo;

(F) Ensure that sponsor staff and members of the sponsor's decision-making body comply with the charter school office's or the sponsor's conflict of interest policy with respect to the charter schools it sponsors;

(G) Regularly evaluate its work against Missouri's charter school law and these standards, and develop and implement timely plans for improvement when it falls short;

(H) Provide an annual report to the joint committee on education, as outlined in section 160.400.12, RSMo, that includes sufficient data and information to demonstrate that the sponsor's financial compliance with sections 160.400 to 160.425, RSMo, and section 167.349, RSMo; and

(I) Annually submit, on the form provided by the Department of Elementary and Secondary Education (department), documentation showing that ninety percent (90%) of state funds expended during each fiscal year, are expended for sponsoring in support of the sponsor's charter school sponsorship program or as a direct investment in the sponsored schools, in accordance with section 160.400.11, RSMo.

(2) **Standard 2—Application Process and Decision Making** The sponsor implements a comprehensive application process that includes clear application materials and guidance; follows fair, transparent procedures, timelines, and rigorous evaluation criteria; and approves only those charter applications that demonstrate a strong capacity to establish and operate quality charter schools. The sponsor shall—

(A) Implement a thorough charter application process as outlined in section 160.400.11(2), RSMo, and according to the timeline outlined in section 160.405.2(1)–(4), RSMo, without requiring any fee from the applicant in accordance with section 160.400.6, RSMo;

(B) Develop and make readily available a charter application that

1. Includes comprehensive questions to elicit the information needed for a rigorous evaluation of the applicant's plans and capacity in accordance with the requirements stated in section 160.405.1(1)–(17), RSMo;

2. Clearly articulates any chartering priorities the sponsor may have established, including the priority to serve high-risk students in accordance with section

160.405.2(5), RSMo; and

3. Includes clear criteria for the evaluation of charter applications;

(C) Differentiate or supplement application requirements and corresponding evaluation criteria for applicants who currently oversee or manage charter schools in Missouri or other states;

(D) For applicants that are existing school operators, ensure that the application requires—

1. Specific information about the existing operator's prior academic achievement, particularly if the applicant has operated or is operating schools in Missouri, and successful management of nonacademic school functions, including financial and organizational performance, in accordance with section 160.415.7, RSMo;

2. An explanation of any never-opened, terminated, or non-renewed charter schools (including terminated or non-renewed third-party contracts to operate charter schools) within the last five (5) years and other such requirements as outlined in section 160.415.7, RSMo;

3. A description of the existing school operator's proposed growth plan; and

4. The operator's most recent financial audits;

(E) For applicants that intend to contract with an education service provider for substantial educational or charter school management services, ensure that the application requires

1. A draft of the proposed management services agreement that sets forth proposed key terms, including roles and responsibilities of the charter school governing board, the charter school staff, and the service provider; the services to be provided; the measures by which the charter school governing board will evaluate the service provider; a detailed explanation of compensation to be paid to the service provider; financial controls and oversight; methods of contract oversight and enforcement; and conditions for contract renewal and termination; and

2. A disclosure and explanation of any existing or potential conflicts of interest between the charter school governing board and proposed service provider or any affiliated business entities;

(F) Engage teams of qualified application evaluators with relevant educational, organizational (governance and management), financial, and legal expertise to review and evaluate the charter application according to the established evaluation criteria;

(G) Provide orientation or training to application evaluators to ensure consistency in the application of the approval criteria;

Appendix 1: Standards for Charter Sponsorship

(M) Conduct an in-person interview with each qualified applicant to examine the applicant's experience and capacity, and conduct due diligence to examine the applicant's experience, capacity, and track record of performance;

(N) Advise charter applicants of the meaning of local education agency (LEA) status as it concerns the operation of the charter school as outlined in section 160.415.4, RSMo;

(O) Grant charters only to applicants that have demonstrated competence and capacity to succeed in all aspects of the school, with particular consideration to any available information about schools previously operated in Missouri, if applicable, and consistent with the published application evaluation criteria, in accordance with sections 160.400.11(2) and 160.405.2(2), RSMo;

(P) Promptly notify applicants of approval or denial and, if the charter is denied, notify the applicant in writing explaining the factors that determined the decision in accordance with section 160.405.2(3), RSMo; and

(Q) Submit an electronic copy of each approved charter, accompanied by a statement finding that the application meets the statutory requirements and the monitoring plan under which the sponsor will evaluate the academic performance of the charter school, to the department for review by November 10th (or the next business day if November 10th falls on a Saturday or Sunday) of the year prior to the proposed opening date of the charter school, as outlined in and in accordance with section 160.405.3, RSMo.

(3) Standard 3—Charter Contract Charter contract is defined as a document, executed by the sponsor and the school, which is separate from the charter application that clearly articulates the rights and responsibilities of each party regarding charter school autonomy, expected outcomes, measures for evaluating success or failure, performance consequences based on the annual performance report, and other material terms. In accordance with section 160.400.11(3), RSMo, the sponsor executes a charter contract with each charter school that articulates the rights and responsibilities of each party regarding: school autonomy, funding, administration and oversight, outcomes, the measures for evaluating success or failure, performance consequences, and other material terms. The sponsor shall—

(A) Execute a charter contract with each approved charter school, which must be organized as a Missouri nonprofit corporation, for an initial term of five (5) years, which may be renewed, in accordance with section

160.405.1(9), RSMo. The charter contract shall define—

1. The standards for intervention, probation, renewal, non-renewal, and revocation while also establishing the consequences for not meeting those standards, in accordance with sections 160.405.8 and 160.405.9(2)-(4), RSMo;

2. A set of reasonable pre-opening requirements or conditions for a new charter school to open to ensure that it meets all health, safety, and other legal requirements prior to opening; and

3. A process that charter schools and sponsors must follow, in accordance with section 160.405.6, RSMo, to amend charter contracts and the types of material modifications that require sponsor approval. The sponsor shall submit any such approved amendments to the department within thirty (30) days of approval;

(B) Include in said charter contract or incorporate by reference clearly defined performance expectations for the term of the contract, the sources of data to evaluate charter school performance against these expectations, and the targets that the charter school must meet to earn renewal in the following areas:

1. Pupil academic standards for all students and significant student subgroups within each charter school, a signed to standards adopted by the State Board of Education, as outlined in and in accordance with sections 160.405.1(7), 160.405.4(6), and 160.405.9(2)(a), RSMo;

2. Financial performance expectations, which measure both near-term and long-term financial health, including, but not limited to, those outlined in section 160.405.9(2)(b), RSMo; and

3. Organizational performance expectations, including, but not limited to, compliance with all governance-related laws, the fulfillment of all state and federal requirements regarding fair and appropriate service to students with disabilities, and the maintenance of a safe and operational sound facility, as outlined in sections 160.405.4 and 160.405.11-14, RSMo;

(C) If a charter school is partnering to contract with an education service provider for substantial educational or school management services, ensure that the charter contract clearly establishes the primacy of the charter contract over the management services contract; and

(D) To the extent the sponsor, outside of the charter school office, is providing any fee-based services to its charter schools, clearly state in writing, in the charter contract or elsewhere, that such services are not, nor ever

will be, a condition of sponsorship.

(4) Standard 4—Ongoing Oversight and Evaluation The sponsor conducts charter school oversight that evaluates charter school performance; monitors charter school compliance with both federal and state statutes and regulations; ensures charter school autonomy; protects student rights; informs charter school intervention, probation, revocation, and renewal decisions; and provides annual public reports on charter school performance. The sponsor shall—

(A) Implement a comprehensive performance accountability and compliance monitoring system that

1. Is defined in the charter contract;

2. Provides the sponsor with the information necessary to make thorough and evidence-based intervention, probation, renewal, non-renewal, and revocation decisions; and

3. Effectively streamlines federal, state, and local performance expectations and compliance requirements while protecting charter school autonomy and minimizing charter school administrative and reporting burdens;

(B) Define and communicate this performance accountability and compliance monitoring system to charter schools, including the process, methods, and timing of gathering and reporting charter school performance and compliance data;

(C) Visit each charter school as appropriate and necessary for collecting data that cannot otherwise be obtained and in accordance with the contract, while ensuring that the frequency, purposes, and methods of such visits respect charter school autonomy and avoid operational interference;

(D) Communicate regularly with charter schools, as needed, including both school leaders and governing boards, and provide timely notice of contract violations, performance deficiencies, and mandated interventions, including probationary status, as outlined in section 160.405.8, RSMo;

(E) In accordance with section 160.405.7, RSMo, evaluate and publish on the sponsor's website an annual performance report for each charter school, which shall include an analysis of each charter school's performance and progress toward meeting the expectations and targets stated in the charter contract, including subgroup performance and essential compliance requirements, and clearly communicate evaluation results to the charter school's governing board and leadership;

(F) Refrain from directing charter school decisions or choices that are appropriately within a school's purview under the charter law or contract;

Appendix 1: Standards for Charter Sponsorship



5 CSR 20 100—DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

Division 20—Division of Learning Services

(G) Monitor compliance with all state and federal requirements and guidelines regarding services to students, including, but not limited to, special education; all title programs; career and technical education; food service; and services for foster, homeless, migrant, and English language learner students;

(H) Monitor compliance with specific state public education requirements that apply to charter schools, including, but not limited to—

1. Requirements relating to student discipline as outlined in sections 160 261, 167 161, 167 164, and 167 171, RSMo;

2. Notification of criminal conduct to law enforcement authorities as outlined in sections 167 115-117, RSMo;

3. Academic assessment of pupils, including that all eligible students participate in the Missouri Assessment Program (MAP), as outlined in section 160 518, RSMo;

4. Transmission of charter school records to a requesting school official as outlined in section 167 020, RSMo;

5. Provision of the minimum amount of school time required as outlined in section 171 031, RSMo;

6. For charter school employees and board members, timely completion of criminal history background checks and the family care safety registry checks as outlined in section 168 133, RSMo;

7. Maintenance of policies consistent with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) guidelines to the extent they are applicable;

8. Certification of staff and participation in the appropriate employee retirement system as outlined in section 160 420, RSMo; and

9. Provision of education and services to students with disabilities, as outlined in sections 162 670 and 162 710, RSMo, the Individuals with Disabilities Education Act (20 U.S.C. Section 1400) and Section 204 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) or successor legislation;

(I) Verify that charter schools admit students through a non-discriminatory process that grants admission to resident and non-resident students eligible to attend through an urban voluntary transfer program or from an unaccredited school district, as outlined in sections 160 410 1 and 160 410 3, RSMo;

(J) Monitor the admission process of any charter school where capacity is insufficient to enroll students who submit a timely application, to ensure that the process complies with the terms outlined in section

160 410 2, RSMo;

(K) Monitor the charter school board's compliance with various governance-related laws, including, but not limited to—

1. Retention of necessary board records as required by the general record retention schedule and the public school record retention schedule as outlined in section 109 255, RSMo;

2. Submission of financial interest statements annually as outlined in sections 105 483, 105 485, and 105 492, RSMo;

3. Maintenance of conflict of interest policies and procedures to address prohibited conflicts as outlined in section 160 400 15, RSMo;

4. Maintenance of a policy to promptly address parent or guardian grievances, as outlined in section 160 405 1(13), RSMo; and

5. Conduct of board and committee business in a manner outlined in the Missouri Sunshine Laws, sections 610 010-610 030, RSMo; and

(L) Ensure that charter school board members are aware of and have access to professional development or training opportunities to perform and fulfill the duties of a charter school board member.

(5) Standard 5—Fiscal Oversight. The sponsor monitors the charter school's financial performance and compliance with fiduciary provisions in statute. The sponsor shall—

(A) Collect and review annual financial audits of charter schools, conducted by a qualified independent auditor as outlined in section 160 405 4(4), and verify that the annual audit summary is published as outlined in section 165 121 5, RSMo;

(B) Monitor that charter schools' utilization of the coding procedures prescribed in the Missouri Financial Accounting Manual as outlined in section 160 405 1(10), RSMo;

(C) Monitor that the charter's governing board has adopted adequate financial controls to assure that revenues received for operation of the charter school are expended for expenses related to the operation of the charter school, including, but not limited to—

1. Procedures for the charter board to review the monthly check register, as needed, and clarify what level of expenditure necessitates board review and signature on a specific check;

2. Establishment of a bank account, in which state funds are deposited, that is under the control of the charter board; and

3. If the charter contracts with an education service provider for substantial educational or school management activities, establishment of a process to ensure that payments to the service provider receive prior approval

of the governing board or, in the case, as outlined in section 160 415 7(6), RSMo;

(D) Evaluate each charter school's financial performance against the expectations and targets stated in the charter contract and, by October 15 of each year, identify any charter schools that are financially stressed, as outlined in section 160 417 1, RSMo, and as defined by section 160 417 2, RSMo;

(E) By November 15 of each year, notify the governing board of any charter school that is identified as financially stressed, and review and approve a budget and education plan developed by the charter school, within forty-five (45) calendar days of such notification, on forms provided by the sponsor. In addition to the requirements outlined in section 160 417 3, RSMo, the budget and education plan must clearly outline the basis for such identification, the steps the charter school will take to remedy the financial stress, responsible individuals, corresponding deadlines and timeframes, the outcomes that the charter school must achieve to exit this designation, and the steps that the sponsor may take, including revocation, if the charter school does not appropriately remedy the financial stress by March 15 of the current school year. The sponsor may also place any school identified as financially stressed on probation in accordance with section 160 405 8, RSMo. The department may withhold any payment of financial aid due to the charter school until the charter school and sponsor have fully complied with this requirement, as outlined in section 160 417 5, RSMo;

(F) To the extent necessary, cooperate with the department in its monitoring of charter schools' fiscal management of federal grant programs, and consider any findings by the department with respect to said fiscal management in sponsor's decision making; and

(G) Ensure that charter schools submit the Annual Secretary of the Board Report (ASBR) and an annual independent financial audit to the department in the timeframe outlined by Missouri statute and verify that no conflict of interest exists between the financial auditor and the person or persons who prepared the ASBR as outlined in 160 417 and 162 821, RSMo.

(6) Standard 6—Renewal, Repetition, Expansion, Revocation, and Closure. Decision Making. The sponsor implements a transparent and rigorous process that uses comprehensive academic, financial, and organizational performance data to make decisions about renewal, replication, expansion, revocation, and closure. The sponsor shall—

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Chapter 100—Office of Quality Schools



(A) Base the renewal process and renewal decisions on thorough analyses of a comprehensive body of objective evidence defined by the charter contract consistent with section 160-405.9(2)-(4), RSMo;

(B) Provide each charter school, in advance of the renewal decision, a cumulative performance report that summarizes the charter school's performance record over the charter term in accordance with the performance expectations set forth in the charter contract, and states the sponsor's summary findings concerning charter school performance and its prospects for renewal;

(C) Grant renewals to charter schools that have achieved the performance expectations and corresponding targets stated in the charter contract, are organizationally and financially viable, and have been diligent in the terms of the contract and applicable law, consistent with sections 160-400.11(5) and 160-405.9(2)-(4), RSMo;

(D) To the extent the charter school qualifies for an expedited renewal process, as defined by section 160-405.9(2)(d), the sponsor shall implement a streamlined renewal process, which decreases the burden on the charter school (i.e., fewer application requirements, a more targeted document request, or a shorter renewal site visit) and the amount of time between submission of the renewal application and the sponsor's decision;

(E) Promptly notify in writing each charter school of the sponsor's renewal or non-renewal decision, including explanation of the reasons for the decision;

(F) In accordance with section 160-403, RSMo, provide high-quality charter schools, as defined by section 160-403, RSMo, with opportunities for expedited replication and expansion;

(G) Base decisions to approve additional charter school sites or to expand grade levels on thorough analyses of a comprehensive body of objective evidence defined by the charter contract;

(H) Revoke a charter during the charter term if there is clear evidence of underperformance or violation of law or the public trust that impairs students or public funds as outlined in section 160-405.8, RSMo;

(I) In the event of a revocation, provide charter schools written notice at least sixty (60) days prior to revoking the charter, as outlined in section 160-405.8(3), RSMo, and establish clear procedures to conduct an administrative hearing regarding the potential charter revocation, as outlined in section 160-405.8(4), RSMo; and

(J) Maintain and implement a clear charter school closure process, including, but not

limited to, clear procedures to ensure orderly transition of student records, archival of business operation, transfer of personnel records, submission of financial reports, resolution of financial obligations, disposition of charter school assets, and a notification plan to inform parents or guardians, among other stakeholders, of the closure action within thirty (30) days of the decision to close, as outlined in section 160-405.1(15), RSMo. *AUTHORITY sections 160-400-160-425 RSMo 2016 and RSMo Supp. 2018 and section 161-092, RSMo 2016 * Original rule filed Dec 3 2012 effective June 30 2013 Amended Filed Dec 8 2016 effective July 30 2017 Amended Filed Nov 29 2018 effective June 30 2019*

**Original authority - 160-400, RSMo 1998, amended 2005, 2009 2012, 2016; 160-403 RSMo 2012, amended 2016; 160-405 RSMo 1998, amended 2005 2009 2012, 2016; 160-408, RSMo 2014; 160-410, RSMo 1998, amended 2005 2009 2012, 2016, 2018; 160-416 RSMo 1998, amended 1999 2005 2012, 2016; 160-417, RSMo 2012, amended 2014; 160-420, RSMo 1998, amended 2001, 2005 2012; 160-425 RSMo 2012; and 161-092, RSMo 1998, amended 1979, 2002, 2003, 2013, 2014*

Appendix 2: SEMO-Charter School Contract Template

CHARTER SCHOOL CONTRACT

BETWEEN Southeast Missouri State University AND **NAME OF SCHOOL**

RECITALS

This Charter School Contract entered into this 1st day of **Date** by and between THE BOARD of Governors OF SOUTHEAST MISSOURI STATE UNIVERSITY on behalf of Southeast Missouri State University (hereinafter referred to as “SEMO”), and any other campus, unit or department owned and operated by THE BOARD of Governors OF SOUTHEAST MISSOURI STATE deemed necessary to satisfy the statutory requirements for sponsorship of a charter school, and the **Name of School**, a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo., (hereinafter referred to as “**Acronym**” or “charter school”).

WHEREAS, the Missouri General Assembly has enacted statutes authorizing the establishment of independent, publicly supported schools known as charter schools;

WHEREAS, those statutes, Sections 160.400 to 160.425 RSMo, specify the method for establishing such charter schools and the requirements that must be met by such charter schools;

WHEREAS, SEMO is authorized by those statutes and/or Section 167.349, RSMo to serve as a sponsor of such charter school or schools, in accordance with the provisions of such statutes, as it may, in its discretion, determine to be appropriate;

WHEREAS, **Acronym** has submitted a request to SEMO that SEMO sponsor **Acronym** as a charter school, in accordance with the provisions of such statutes;

WHEREAS, SEMO has agreed to sponsor **Acronym** as a charter school, in accordance with the provisions of such statutes, and in accordance with the terms and conditions specified herein;

WHEREAS, **Acronym**' charter application was accepted by SEMO on **Date of Acceptance**;

WHEREAS, **Acronym**' charter application was approved by the Missouri State Board of Education on **Date of Approval**;

NOW, THEREFORE, in consideration of the above-premises and the individual and mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I: STATUS OF THE PARTIES

Section 1.1. **Acronym** is a Missouri nonprofit corporation incorporated pursuant to the provisions of Chapter 355, RSMo; is currently in good standing; and shall, throughout the term of this Charter School Contract, remain in good standing.

Section 1.2. **Acronym** is not a part of SEMO and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of SEMO; has selected the method for election of officers specified in Section 355.326, RSMo, based on the class of corporation selected; currently has a board of directors, none of which is an employee of SEMO; and agrees that, throughout the term of this Charter School Contract, none of the members of **Acronym**'s board of directors shall be employees of SEMO. Meetings of **Acronym**' board of directors shall be subject to the provisions of Sections 610.010 to 610.030, RSMo, the open meetings law.

Appendix 2: SEMO-Charter School Contract Template

Section 1.3. SEMO is a state regional comprehensive university located in the southeast region of Missouri. In agreeing to sponsor **Acronym** as a charter school and in agreeing to the terms and conditions stated herein, SEMO is voluntarily exercising authority and powers expressly provided to it by the Missouri General Assembly in Sections 160.400 to 160.425 and Section 167.349, RSMo. Nothing contained in this Charter School Contract shall be deemed to be a waiver of SEMO's autonomy, powers or immunities and **Acronym** shall not be deemed to be a part of SEMO.

Section 1.4. **Acronym** acknowledges that SEMO's obligations and responsibilities as the sponsor of the charter school is limited to those obligations and responsibilities set forth herein; acknowledges that neither **Acronym** nor its directors, officers or employees have authority to act as an agent for SEMO or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on SEMO or which otherwise bind SEMO in any manner whatsoever; acknowledges that by agreeing to be the sponsor of the charter school, SEMO does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the charter school; and further acknowledges that this Charter School Contract is not intended to be for the benefit of any third party including, but not limited to, any director, employee, agent, parent, guardian, student, or independent contractor of the charter school.

Section 1.5. The parties hereto agree that SEMO is a regional comprehensive university and that **Acronym** will be open to the review of SEMO research proposals and be willing to engage in projects that will provide mutual benefit to **Acronym** and SEMO in promoting scientific evidence to improve the educational enterprise.

Section 1.6. The parties hereto agree that nothing contained herein is intended nor shall it be deemed to constitute a waiver of any privileges or immunities to which SEMO is otherwise entitled under the law and, in addition thereto, the parties acknowledge that Section 160.400.9 RSMo, provides that as the sponsor of the charter school, SEMO and its agents and employees are not liable for any acts or omissions of the charter school, including acts or omissions relating to the charter submitted by **Acronym**, the operation of the charter school and the performance of the charter school.

Section 1.7. Other than the expenses associated with sponsorship of a charter school described in Section 160.400.11 RSMo, SEMO does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from **Acronym** any fee of any type for consideration of the application and proposed charter submitted by **Acronym**. SEMO has not imposed, as a condition for its consideration of the application and proposed charter, a promise of future payment of any kind by **Acronym**.

Section 1.8. The parties hereto agree that for the safety of all, all members of the governing board and all members of the sponsoring office will undergo criminal background checks and reviews of the family care safety registry, as specified in section 160.400.14, RSMo.

Section 1.9. The parties hereto agree that all charter board members shall submit ethics commission paperwork annually, as specified in sections 105.483 and 105.492, RSMo.

ARTICLE II: STATUTORY COMPLIANCE

Section 2.1. **Acronym**' charter application, which was approved by the Missouri State Board of Education on **Date of Approval**, is incorporated as part of this Contract.

Section 2.2. **Acronym**, at the time it submitted its charter application to SEMO, provided a copy of such application to the school board of the district in which the proposed charter school

Appendix 2: SEMO-Charter School Contract Template

is to be located, as required by the provisions of Section 160.405.1, RSMo. A copy of such application, dated **Date of Application**, is incorporated as a part of this Charter School Contract.

Section 2.3. **Acronym** charter application contains all that is required by Sections 160.400 to 160.425, RSMo, as confirmed by the application's approval by the Missouri State Board of Education on February 18, 2014.

- A. A mission and vision statement for **Acronym**'s charter school;
- B. A description of **Acronym**'s organizational structure and the bylaws of the governing body of **Acronym** which shall be responsible for the policy, financial management, and operational decisions of the charter school, including the nature and extent of parental, professional educator, and community involvement in the governance and operation of the charter school;
- C. A financial plan for the first three years of operation of the charter school, including provisions for annual audits;
- D. A description of the charter school's policy for securing personnel services, its personnel policies, personnel qualifications, and professional development plan;
- E. A description of the grades or ages of students to be served by the charter school;
- F. The charter school's calendar of operation which shall include at least the equivalent of a full school term as defined in Section 160.011, RSMo; and
- G. An outline of the criteria specified in Section 160.405, RSMo designed to measure the effectiveness of the charter school.
- H. A Performance Contract that establishes standards and yearly goals to be used by both **Acronym** and SEMO to evaluate progress of **Acronym**.

Section 2.4. **Acronym** shall be nonsectarian in its programs, its admission policies, its employment practices and all other aspects of its operations.

Section 2.5. **Acronym** shall comply with all laws and regulations of the state relating to health, safety and minimum educational standards.

Section 2.6. **Acronym** shall be financially accountable, use practices consistent with the Missouri financial accounting manual, provide for an annual audit by a certified public accountant and provide liability insurance to indemnify the school, its board of directors, its staff and its teachers against tort claims and comply with the requirements of ESSA as it relates to federal audit requirements. Details of the charter school operations and budget within the Charter School application are made part of this contract.

Section 2.7. **Acronym** shall provide a surety bond and provide liability insurance to indemnify the school, its board of directors, its staff and its teachers against tort claims.

Section 2.8. **Acronym** shall enact a procurement policy and conflict of interest policy and implement cash management and expense allowability procedures in accordance with 2 CFR 200.

Appendix 2: SEMO-Charter School Contract Template

Section 2.9. **Acronym** shall provide a comprehensive program of instruction for the grade level(s) and age(s) specified in its application.

Section 2.10. **Acronym** shall design a method to measure pupil progress toward the pupil academic standards adopted by the state board of education pursuant to the provisions of Section 160.514, RSMo, and, within one hundred twenty (120) days after execution of this Charter School Contract, shall submit a description of such proposed method to SEMO for approval.

Section 2.11. **Acronym** shall collect baseline data during the term of this Charter School Contract for the purpose of determining how the charter school is performing and, to the extent applicable, shall participate in the statewide system of assessments composed of the essential skills tests and the nationally standardized norm-referenced achievement tests, as designated by the state board of education pursuant to the provisions of Section 160.518, RSMo.

Section 2.12. **Acronym** shall participate in statewide assessment, collect and report student enrollment, attendance, and other data to the Department of Elementary and Secondary Education, and cooperate in completing and distributing an annual report card as prescribed in Sections 160.405.4, 160.415.1 and 160.5, RSMo.

Section 2.13. **Acronym** shall report to SEMO, to the school board of the district in which the proposed charter school is to be located and to the state board of education as to the charter school's teaching methods and any educational innovations and the results thereof, and shall provide data required for the study of charter schools pursuant to the provisions of Section 160.410.4, RSMo.

Section 2.14. **Acronym** shall assure that the needs of special education students, including those who are homeless, limited English proficient, or have identified learning and physical disabilities are met in compliance with applicable federal and state laws and regulations.

Section 2.15. **Acronym** shall enroll all pupils resident in accordance with 160.410RSMo

Section 2.16. **Acronym** shall not limit admission based on race, ethnicity, national origin, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to pupils within the grade level(s) and age(s) specified in its application.

Section 2.17. **Acronym** shall be exempt from all laws and rules relating to schools, governing boards and school districts, except as provided in sections 160.400-160.425 RSMo and any amendments thereto. In addition to complying with the terms and conditions expressly provided in this Charter School Contract, **Acronym** shall comply with all provisions of Sections 160.400 through 160.425, RSMo and any amendments thereto.

Section 2.18. **Acronym** shall ensure rigorous, independent contract oversight and the school's financial independence from any third party contractor providing educational management or other services. The third party contract is recognized by this contract as Exhibit A. [If there is no third party contractor, include this language: **Acronym** understands that executing any contract with a third party contractor providing education management or other comprehensive services requires approval of SEMO and requires an amendment to this contract.

Section 2.19 Failure to timely fulfill any material term of the Pre-Opening Requirements shall be considered a breach of material compliance with the Charter pursuant to sections 160.405.7 and 160.405.8, RSMo, and shall be grounds for Sponsor intervention. Notwithstanding the immediately foregoing, the Sponsor may waive or modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

Appendix 2: SEMO-Charter School Contract Template

ARTICLE III: TERM OF THE CHARTER SCHOOL CONTRACT

Section 3.1. The term of this Charter School Contract shall be from **Date of contract** through and including June 30, 20XX, unless this Contract is terminated prior to that time in accordance with the provisions of Article IV and Article V below.

Section 3.2. The renewal process begins in August of the year prior to the year the charter is considered for renewal by the State Board of Education. Should SEMO support renewal of the charter, a revised charter application shall be submitted to the state board of education in the final year of the current charter.

ARTICLE IV: PERFORMANCE AND COMPLIANCE MONITORING

Section 4.1. Notwithstanding its approval of **Acronym**'s application to operate a charter school, SEMO reserves the right throughout the term of this Charter School Contract to monitor the charter school's performance of its obligations under applicable laws and under this Charter School Contract, its management and its operations.

The Sponsor shall base evaluation of the Charter School on the academic and operational performance indicators set out in the Performance section of the Charter School's Monitoring Plan. Those indicators shall include, but not be limited to, DESE-established accountability requirements and consequences. The Monitoring Plan may include school-specific performance goals to the extent such goals meet the Sponsor's expectations for rigor, validity and reliability. 5The Sponsor shall evaluate the Charter School at least annually consistent with the standards and measures set out in the Monitoring Plan. The Sponsor shall make renewal decisions based on the Charter School's performance in relation to the Monitoring Plan. Such monitoring shall include all relevant aspects of the charter school's performance, management and operations, and shall include but not be limited to, the following:

- A. **Acronym** shall submit to SEMO's liaison copies of the posted agenda for and copies of the minutes of all meetings of **Acronym**'s board of directors;
- B. **Acronym** shall submit to SEMO's liaison results of **Acronym**' performance on SEMO's annual Performance Contract by the date established by SEMO;
- C. **Acronym** shall submit to SEMO's liaison, by December 31 of each year, a copy of the required annual financial audit;
- D. **Acronym** shall submit to SEMO's liaison, at the time they are sent to the Missouri Department of Elementary and Secondary Education, a copy of the teacher certification lists;
- E. **Acronym** shall submit to SEMO's liaison, within ten (10) days after **Acronym**'s receipt of same, the results of all **Acronym**'s national norm reference tests and the results of the Missouri Assessment Program;
- F. **Acronym** shall submit to SEMO upon request academic growth and progress monitoring data, including, but not limited to, NWEA, STAR or other standardized assessments.
- G. **Acronym** shall participate in an annual evaluation, including site-visits and conducted by SEMO, or conducted at SEMO's direction, and related initiatives and shall submit to SEMO's liaison all relevant information and data related thereto;

Appendix 2: SEMO-Charter School Contract Template

- H. **Acronym** shall submit to SEMO's liaison, prior to the beginning of each school year, all items required by SEMO prior to the opening of the school year, including a copy of the Student/Parent Handbook that **Acronym** will utilize during the upcoming school year;
- I. **Acronym** shall notify SEMO's liaison, prior to the beginning of each school year and within ten (10) days following a change of individuals responsible, of the identity, address and telephone number, of **Acronym's** employee or consultant who will be responsible during the school year, for understanding and complying with the expectations of the Missouri Financial Accounting System;
- J. **Acronym** shall notify the SEMO's liaison if and when **Acronym's** conflict of interest policy has been violated and shall provide information, as reasonably requested by SEMO's liaison, concerning said violation;
- K. **Acronym** shall have in place adequate financial controls to assure that none of the revenues received for operation of the charter school are expended for expenses unrelated to the operation of the charter school, which shall include but not be limited to:
 - 1. A requirement that a monthly check register is reviewed and approved by the charter school's board of directors;
 - 2. The bank account where state funds are deposited must be established and under the control of the charter school's board of directors. If a management company is contracted, personnel associated with the company shall not have direct access; and
 - 3. The adoption of a procurement policy that requires the charter school's board of director's approval of individual expenditures that are in excess of an amount agreed upon by the board and SEMO.
- L. **Acronym's** Board of Directors will attend yearly board training approved by SEMO.
- M. **Acronym** will cooperate with SEMO to develop and revise as needed a Performance Contract that establishes yearly goals to be used by both **Acronym** and SEMO to evaluate progress of **Acronym**.
- N. **Acronym** will conduct an annual self-analysis of academic growth for each school year to be submitted to SEMO no later than July 1. These self-assessments must include school-collected data.
- O. SEMO and the governing board and staff of **Acronym** shall meet from time to time, but no less frequently than once every year, to jointly review the charter school's performance, management and operations.
- P. **Acronym** shall provide to SEMO's liaison, by dates established by SEMO, a copy of all of **Acronym** policies, including without limitation, policies relevant to compliance with all applicable state and federal laws;
- Q. **Acronym's** user manager will provide appropriate view access to SEMO in all DESE data management and monitoring systems to allow required oversight,
- R. **Acronym** shall provide view access to SEMO in **Acronym's** attendance reporting system to allow required oversight.

Appendix 2: SEMO-Charter School Contract Template

- S. Acronym will adhere to essential public-education obligations, including admitting and serving all eligible students so long as space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the sponsor.

ARTICLE V: PROBATION AND TERMINATION OF CHARTER SCHOOL CONTRACT

Section 5.1. If SEMO determines that **Acronym** is failing to meet one or more required performance standards as established in this Contract, but that such failure does not warrant termination per Section 5.2 below, SEMO may designate **Acronym** to be in a probationary status for a defined period of time, not to exceed one year. During the probationary period, SEMO may require **Acronym** to implement a mutually agreed upon remedial plan and outcomes to correct performance deficiencies described in writing by SEMO. If **Acronym** fails to meet the mutually agreed upon remediation outcomes by the end of the probationary period, SEMO may elect to terminate this Charter School Contract.

Section 5.2. SEMO may terminate this Charter School Contract at any time if the charter school commits a serious breach of one or more provisions of the Charter School Contract. A “serious breach” is defined as a breach that relates to a material violation of Article II, Article IV, Section 6.2, Section 7.2, and/or Article VIII of this Charter School Contract and as further defined under Missouri law. SEMO may also terminate the Charter School Contract on any of the following grounds:

- A. Failure to meet academic performance standards as set forth in this Charter School Contract, as set forth in the annual Performance Contract or as reasonably required of **Acronym** in writing by SEMO;
- B. Failure to meet generally accepted standards of fiscal management;
- C. Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.425 and 167.349 within thirty (30) days following receipt of written notice requesting such information;
- D. Material or intentional violation of applicable federal or state laws; or
- E. There is a change in the provisions of Sections 160.400 through 160.425, RSMo which alters or amends the responsibilities and obligations of either **Acronym** or SEMO and the parties hereto are unable to agree upon amendments to this Charter School Contract necessary to conform its terms and conditions to said statutory amendment
- F. A graduation rate lower than 70 percent in three of the last four years, annual performance reports lower than the resident district, or identification as a persistently lowest achieving school by the Department of Elementary and Secondary Education;

Section 5.3. At least ninety (90) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, SEMO shall notify **Acronym**'s board of directors in writing of the proposed action and the reasons therefore. Prior to such termination, and within two (2) weeks after receipt of such notice from SEMO, **Acronym**'s board of directors may request a hearing.

Appendix 2: SEMO-Charter School Contract Template

Section 5.4. If the charter school's board of directors makes a timely written request for such a hearing, the hearing shall be conducted in accordance with administrative hearing procedures established by SEMO. Section 160.405.8(4), RSMo provides that final decisions of SEMO to terminate this Charter School Contract prior to the end of the term thereof shall be subject to an appeal to the State Board of Education, which shall determine whether the charter shall be revoked.

Section 5.5. Except as provided in Section 5.6. below, no termination of the Charter School Contract by SEMO shall be effective until the conclusion of the school year in which such decision to terminate is made by SEMO.

Section 5.6. If SEMO determines that continued operation of the charter school by **Acronym** presents a clear and immediate threat to the health and safety of the children enrolled therein, the effective date of such termination shall be the date upon which SEMO renders its final decision to terminate.

Section 5.7. **Acronym**'s governing board shall determine no later than **Date, 20XX** whether or not it will open the school for the **20XX-20XX** school year. If **Acronym**'s governing board determines that it will not open the school for the **20XX-20XX** school year, SEMO may terminate this Charter School Contract. Extension of the opening date to 20XX + 1 – 20XX+1 school year will require an amendment to this contract approved by **Acronym**'s governing board and SEMO.

Section 5.8 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the Charter, the Charter School shall comply with SEMO's school closure requirements.

ARTICLE VI: FUNDING SOURCES, TUITION AND FEES

Section 6.1. As a charter school, **Acronym** shall be eligible to receive state school aid and other funding to the extent provided in Section 160.415, RSMo and shall comply with all provisions of law set forth therein and all provisions of law incorporated by reference therein.

Section 6.2. **Acronym** may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.

ARTICLE VII: AUTHORIZATION FOR EMPLOYMENT OF PERSONNEL

Section 7.1. As a charter school, **Acronym** may employ non-certificated instructional personnel; provided, however, that no more than twenty (20) percent of the full-time equivalent instructional staff positions at the charter school are filled by non-certificated personnel and provided further that all non-certificated instructional personnel shall be supervised by certificated instructional personnel. In addition, pursuant to federal law, any charter school receiving Title I funds must comply with the requirements in the No Child Left Behind act, 20 USC § 6319 (2008), requiring that 100% of its instructional personal be certified as a "Highly Qualified Teacher" (HQT).

Section 7.2. **Acronym** shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties of the employee, and shall ensure that a criminal background check and child abuse registry check are conducted for each employee of the charter school prior to the hiring of the employee. Appropriate experience, training and skills of non-certificated instructional personnel shall be determined by considering the following:

- A. Teaching certificates issued by another state or states;

Appendix 2: SEMO-Charter School Contract Template

- B. Certification by the National Standards Board;
- C. College degrees in the appropriate field;
- D. Evidence of technical training and competence when such is appropriate; and
- E. Level of supervision and coordination with certificated instructional staff.

ARTICLE VIII: INDEMNIFICATION

Section 8.1. Acronym agrees to indemnify and hold SEMO, its board of Governors and members thereof, its officers, employees and agents, harmless from all claims, demands and liability, including attorney fees and related costs, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the charter school's operations or which are incurred as a result of the reliance of SEMO upon the accuracy of information provided to it by Acronym and not caused by the sole negligence of the University. In addition to the obligations imposed in the preceding sentence, Acronym agrees that the insurance required by the provisions of Section 160.405.4(4), RSMo and Section 2.5 of this Charter School Contract shall name The Board of Governors of Southeast Missouri State University and its officers, employees and agents as additional named insureds for any covered loss of any kind whatsoever which they or any of them legally may be required to pay and which arise out of or are in any manner connected with the charter school's operations or which are incurred as a result of the reliance of SEMO upon the accuracy of information provided to it by Acronym.

ARTICLE IX: GENERAL TERMS AND CONDITIONS

Section 9.1. Assignment. This Charter School Contract is not assignable by Acronym without the prior written consent of the President of SEMO. This Charter School Contract is not assignable by SEMO or the Board of Governors without the prior written consent of the Chair of Acronym Board of Directors.

Section 9.2. Successors and Permitted Assigns. The terms and conditions of this Charter School Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 9.3. Entire Contract. This Charter School Contract, including the Charter Application incorporated herein, sets forth the entire agreement between SEMO and Acronym with respect to the subject matter of this Charter School Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Charter School Contract.

Section 9.4. Amendments. None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the parties, executed by authorized representatives of the parties.

Section 9.5. Other Contracts. Nothing contained in this Charter School Contract or in the provisions of Section 160.400 through 160.425 RSMo requires or prohibits the parties from entering into separate contracts related to the Charter School's need to procure professional services from SEMO or its faculty and staff including, but not limited to, sponsored research contracts, consulting contracts, etc. If the parties desire to enter into such separate contracts, they will be in writing and shall set forth the terms and conditions thereof including the consideration to be paid therefore.

Appendix 2: SEMO-Charter School Contract Template

Section 9.6. Severability. If any provision of this Charter School Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity or enforceability of the remainder of the provision or the remaining provisions of this Charter School Contract.

Section 9.7. Non-Waiver. No term or provision of this Charter School Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default of the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for any different or subsequent breach or default.

Section 9.8. Governing Law. This Charter School Contract shall be governed and controlled by the laws of the State of Missouri as to interpretation, enforcement, validity, construction and effect, and in all other respects. This Charter School Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter School Contract.

Section 9.9. Counterparts. This Charter School Contract shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

Section 9.10. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon the date of actual delivery, if delivery is by hand; or (ii) the third business day following deposit into the United States mail if delivery is by first class mail, postage prepaid. Each such notice shall be sent to the respective party at the address indicated below or to such other address as may hereafter be designated by a party, by notice to the other party as provided in this section:

To SEMO:

President's Office

To **Name of School:**

Address _____

IN WITNESS WHEREOF, the parties hereto have executed this Charter School Contract and/or authorized same to be executed by their duly authorized representatives as of the date shown below their respective signatures.

The Board of Governors on behalf of Southeast Missouri State University

By: _____

President

Date: _____

Appendix 2: SEMO-Charter School Contract Template

THE BOARD OF DIRECTORS OF **NAME OF SCHOOL**

By: _____
Name, Board Chair

Date: _____

Appendix 3: Annual Review

< Year > Annual Review <Name of School>

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Evaluation Standards

Ten elements of school evaluation:

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- II. Substantive Student Academic Achievement (page 4)
- III. Transformational Curriculum (page 5)
- IV. Empowering Culture of Achievement (page 6)
- V. Strong School Leaders (pages 7-9)
- VI. Transformational Teachers (pages 10-11)
- VII. Comprehensive Student Support System (pages 12-13)
- VIII. Responsible Board Governance (pages 14-16)
- IX. Sound Financial Operations (page 17-18)
- X. Engaged Parents and Community (page 19)

NOTE:

In the Evidence columns, under Required Documents:

- Documents in **bold blue** must be submitted to the Charter School Liaison.
- Documents in **bold black** must be on hand, but do not need to be submitted to the Charter School Liaison.

Summary Page

1. Areas of Strength

Here are the top strengths that you can leverage to continuously improve and move you towards your vision.

2. Areas for Improvement

Here are the key areas for improvement that are holding you back from reaching your vision.

3. Next Steps for 2023-24

Here are key strategies and/or measures you should consider taking to leverage your strengths and address your areas for improvement.

I. Transformative and Innovative Vision
 A transformational school:

Standard	Indicators	Evidence
a. Develops a transformational mission and vision for its students and their families.	i. Reaching the vision clearly places students on paths of greater opportunity in life.	Required Documents: <ul style="list-style-type: none"> • Charter Application: (Met as part of the charter application approval process.) • Approved Charter Amendments
b. Students, parents and staff understand and are invested in the mission and vision.	i. Students, parents and staff can articulate the mission and vision. ii. In their classrooms, teachers and students are mission driven as indicated by their enthusiasm, active and consistent participation and task completion.	Required Documents: Other Evidence <ul style="list-style-type: none"> • Student, parent and staff interviews and survey data • Classroom observations

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

II. Substantive Student Academic Achievement: A transformational school:		
Standard	Indicators	Evidence
<p>a. Sets and meets clear, meaningful, and measurable academic goals and student learning objectives as stated in the charter through an accountability plan (performance contract) with its sponsor</p> <p>b. Demonstrates high expectations for student achievement</p>	<p>i. Articulates its curricular content and performance standards, including minimum student performance standards for advancement or graduation.</p> <p>ii. Student achievement targets in the accountability plan (performance contract) propel students towards proficient and advanced scores on state assessments and success in future educational and occupational settings.</p> <p>iii. Uses multiple forms of assessment, including growth-measures assessments, to inform instructional decision-making.</p> <p>iv. Implements assessments that collect data about students' short-term acquisition and long-term mastery of essential knowledge.</p> <p>v. Analyzes assessments to gauge students' progress towards meeting school performance goals and makes instructional adjustments, as needed, to improve student achievement.</p> <p>vi. Tracks and disseminates growth data for students over time using both norm referenced measures and state assessments.</p> <p>vii. Closes the achievement gap among sub-groups of students.</p> <p>viii. Complies with the accountability plan (performance contract) established with its sponsor.</p> <p>ix. Maintains an attendance rate that aligns with the school's performance contract.</p> <p>x. Maintains a high graduation rate (secondary schools) that aligns with the school's performance contract.</p>	<p>Required Documents:</p> <ul style="list-style-type: none"> • Accountability Plan <p>Other Evidence</p> <ul style="list-style-type: none"> • Teacher and instructional coordinator interviews • Internal formative and summative assessment data • MSIP-6 student achievement, attendance and retention data.

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

III. Transformational Curriculum A transformational school:		
Standard	Indicators	Evidence
a. Curriculum and instruction are aligned to the mission, vision and educational philosophy of the school.	i. Curriculum scope and sequence provide opportunities for students to reach the school's mission and vision. ii. Instructional practices provide opportunities for students to reach the school's mission and vision. iii. Curriculum and instruction are aligned to the educational philosophy of the school as described in the charter.	Required Documents: <ul style="list-style-type: none"> • Schoolwide Curriculum Scope and Sequence
		Other Evidence <ul style="list-style-type: none"> • Classroom observations – including SPED and Title 1 programs • Student and staff interviews • Sample unit and lesson plans • Student work
b. Provides a challenging, engaging, coherent, transformational curriculum that meets the academic needs of all students	i. Implements curriculum that clearly identifies and builds essential and enduring knowledge. ii. Structures a curriculum scope and sequence aligned to Missouri's Common Core Standards. iii. Ensures that the curriculum invests and prepares students to extend their learning and be successful beyond the classroom and beyond their school career (lifelong learning, career readiness, college readiness, active citizenship). iv. Uses a variety of instructional techniques to enhance content acquisition and meet the needs of a diverse student population. v. Develops and implements clearly defined strategies to meet the needs of a diverse student population. vi. Utilizes high quality instructional materials, including technology, to support the curriculum	Required Documents: <ul style="list-style-type: none"> • Same as above
		Other Evidence <ul style="list-style-type: none"> • Same as above • MSIP student achievement, attendance and retention data

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

IV. Empowering Culture of Achievement A transformational school:		
Standard	Indicators	Evidence
a. Supports students in a safe, healthy, and nurturing environment that invests them in achievement, builds character, increases responsibility, fosters inclusion and inspires joy.	i. Creates a school environment conducive to learning and growth. ii. Maintains a safe school environment free of violence and the threat of violence. iii. Implements processes to promote student health and wellness. iv. Ensures that students feel supported and respected by teachers and staff. v. Communicates and consistently implements a comprehensive student discipline policy that complies with the Missouri Safe School Act and the requirements of the Individuals with Disabilities Education Act.	Required Documents:
		Other Evidence <ul style="list-style-type: none"> • Onsite observations • Parent surveys and interviews • Student surveys and interviews • Staff surveys interviews • Student support staff interviews (Counselors, nurses, social workers, School Psychologists) • Parent complaint/grievance records • Discipline, suspension and/or expulsion data

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

V. Strong School Leaders A transformational school leader:		
Standard	Indicators	Evidence
a. Invests students, parents and staff in the mission and vision of the school.	i. Communicates the mission and vision on a frequent basis to students, parents and staff. ii. Monitors students, parents and staff to gauge their understanding of the mission and vision and the extent to which they're striving to reach it.	Required Documents:
		Other Evidence <ul style="list-style-type: none"> • School leader interview • Student, staff and parent surveys and interviews • School publications such as newsletters and announcements
b. Employs a clear strategic approach to meeting the goals of improving student academic achievement	i. With the Board of Directors, develops strategic plans that ensure fidelity to the school's vision by addressing critical issues; including school performance, financial management, human resource management, facilities, and quality improvement ii. Articulates and monitors the goals identified in the strategic plans. iii. Holds him/herself accountable for specific outcomes outlined in the charter and detailed in the school's performance contract with the sponsor iv. Engages in ongoing relevant professional development v. Utilizes an effective data communication instrument providing consistent, timely data regarding the school's progress toward meeting agreed upon performance expectations (academic, operational, and financial) vi. Implements the academic program in alignment with the school's charter and Missouri Common Core Standards vii. Collects, assimilates, and disseminates student achievement data to inform a continuous cycle of school improvement	Required Documents: <ul style="list-style-type: none"> • School Annual Calendar • Strategic plan • School Leader Mentoring Plan • School Leader Professional Development Plan • Student Assessment Plan
		Other Evidence <ul style="list-style-type: none"> • School leader interview • School leadership team interviews • Teacher interviews • Student data analysis plans
c. Implements recruitment and enrollment strategies and practices that respect diversity and are consistent	i. Implements student recruitment strategies that focus on the targeted population stated in its charter and that are inclusive of a diverse range of learners ii. Utilizes a public lottery	Required Documents: <ul style="list-style-type: none"> • Enrollment Application • Marketing/Recruitment Materials

<p>with the school's charter, mission, and vision, as well as federal and state regulations</p>	<p>process for open enrollment iii. Ensures no practices are implemented which may limit the opportunity for students with special needs to enroll iv. Ensures that student enrollment and attendance numbers are in line with the charter agreement and provide evidence that the school is a viable school of choice for the community.</p>	
<p>d. Develops and sustains a school culture conducive to student learning</p>	<p>i. Maintains a clean and safe environment that supports the educational mission of the school. ii. Maintains open, consistent, clear communication among students, staff, parents, and administration iii. Maintains a school culture conducive to learning and continuous improvement iv. Communicates effectively to all stakeholder groups</p>	<p><i>Same evidence sources as described in Element IV above.</i> Required Documents:</p>
<p>e. Employs qualified staff, provides professional development opportunities to improve their performance.</p>	<p>i. Conducts personnel procedures and practices in a manner that promotes instructional effectiveness and continuous school improvement. ii. Conducts personnel procedures and practices in a manner that promotes the recruitment and retention of an effective instructional staff. iii. Provides professional development opportunities for all staff members that are aligned to the school's vision and advances their effectiveness in their roles.</p>	<p>Required Documents:</p> <ul style="list-style-type: none"> • Staff Organization Chart • Employee School Handbook • Assurance of Faculty/Staff Background Checks (FCSR and fingerprinting) • Staff Professional Development Plan and Calendar • Staff Mentoring and Coaching Plan • Teacher Evaluation Plan (including blank evaluation forms) <p>Other Evidence</p> <ul style="list-style-type: none"> • School leader interview • Staff interviews • Student interviews • Staff retention data

<p>f. Understands and complies with the laws, policies, and state and federal requirements that govern charter schools</p>	<p>i. Participates regularly in professional development opportunities, which provide insight into the trends, issues, and potential changes in the environment in which charter schools operate ii. Allocates resources based primarily on their impact on student achievement, learning, and well-being iii. Implements business policies and procedures that promote school sustainability, operational integrity, and a focus on student achievement and learning results iv. Establishes programs and policies that enable all students to be served effectively v. Ensures timely submission of required data and reporting vi. Ensures that school is in compliance with state and federal laws, policies and requirements and provisions in its contract with SEMO in these areas: a. Health and safety b. Student records c. Special Education d. Title I e. Free and reduced lunch f. Homeless and ELL students g. Fiscal management h. State testing i. Other operations</p>	<p>Required Documents: Health and Safety</p> <ul style="list-style-type: none"> • Health Permits (food service) • Fire Safety Permit • Building Inspection/Certificate of Occupancy • Elevator Inspection Certificate <p>Special Education</p> <ul style="list-style-type: none"> • SPED Compliance Plans (IDEA & 504) <p>Title I</p> <ul style="list-style-type: none"> • Title I Parent Meetings (sign in sheets) • HQ Parent Notification Letters <p>Homeless and ELL Students</p> <ul style="list-style-type: none"> • ELL Intervention Plan • ELL Pupil Count/Percentages • Homeless Student Policy <p>Fiscal Management (Refer to Element IX: Sound Financial Operations below)</p> <p>State Testing</p> <ul style="list-style-type: none"> • Quality Assurance – Grade Level Assessment Assurance Document • State Exam Security Policy • State Exam Testing Calendar <p>Other Operations</p> <ul style="list-style-type: none"> • Student/Parent Handbook • Media Policy
<p>g. Conducts an annual school self-evaluation and report</p>	<p>i. With the Board of Directors, produces an annual school self-evaluation aligned to the school evaluation standards of the charter school sponsor.</p>	<p>Required Documents:</p> <ul style="list-style-type: none"> • School Annual Self-Evaluation

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

VI. Transformational Teachers

A transformational teacher:

Standard	Indicator	Evidence
<p>a. Understands and believes in the vision and innovative identity of the school.</p>	<p>i. Develops an ambitious, measurable and inspiring course vision and goals aligned to the school's vision and innovative identity. ii. Provides students with a clear picture of what reaching the vision and goals looks like.</p>	<p>Required Documents:</p> <hr/> <p>Other Evidence</p> <ul style="list-style-type: none"> • Teacher and student surveys and interviews • Classroom observations
<p>b. Takes responsibility for investing students in reaching their academic and personal growth goals.</p>	<p>i. Believes that all students can learn. ii. Holds high expectations for all students iii. Inspires and motivates students to reach the vision and goals. iv. Builds a strong culture of achievement where the classroom environment is conducive to learning and growing. v. Builds strong, trusting relationships with students and their families. vi. Is passionate about the content of the curriculum and conveys that passion to students.</p>	<p>Required Documents:</p> <hr/> <p>Other Evidence</p> <ul style="list-style-type: none"> • Teacher surveys and interviews • Classroom observations • Student and parent surveys and interviews • Course scope and sequence, unit and lesson plans

<p>c. Develops and/or implements curriculum that is strongly aligned to student academic achievement and personal growth goals</p>	<p>i. Designs a course scope and sequence that is tightly aligned to the vision and goals.</p> <p>ii. Designs a course that engages students in both critical thinking and meaningful discourse around enduring understandings and essential questions.</p> <p>iii. Designs units and lessons that:</p> <ul style="list-style-type: none"> ○ Are tightly aligned to course learning objectives and desired student outcomes. ○ Build on what students already know and do and provide the scaffolding they need to reach the level of success commensurate with the vision and goals. ○ Engage students with thought-provoking and ambiguous texts/materials that challenge their thinking and feelings. ○ Give students opportunities to conduct research to answer a question, explore and take a stand on an issue, or develop solutions to a problem. ○ Use writing to communicate their reflections and understandings ○ Incorporate a variety of teaching methods that meet the needs of diverse student learning styles 	<p>Required Documents:</p> <hr/> <p>Other Evidence</p> <ul style="list-style-type: none"> • School leader/Curriculum leader interview • Teacher surveys and interviews • Classroom observations • Course scope and sequence, unit and lesson plans • Assessment plans/performance tracking systems • Student performance data (including state, formative and internal benchmark assessments)

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

VII. Comprehensive Student Support System The support staff of a transformational school:		
Standard	Indicators	Evidence
a. Develops and utilizes a comprehensive, developmental student support system that proactively assists all students to develop and apply skills for maximum academic, career, and personal/social growth during the school years.	i. Collects and uses academic, behavior and attendance data to: <ul style="list-style-type: none"> o Plan appropriate programs for students both individually and collectively. o Monitor student performance and provide appropriate interventions in cooperation with all stakeholders for student success. ii. Assists all students with developing academic, career, and personal/social skills; helping them to utilize reasoning, understand connections and make complex choices. iii. Uses a variety of activities, resources and strategies; including individual and group counseling, classroom presentations, academic advising, parent education and other responsive services	Required Documents: <ul style="list-style-type: none"> • SPED Compliance Plans (IDEA & 504) • ELL Intervention Policy • Title I Needs Assessment and Plan
		Other Evidence <ul style="list-style-type: none"> • Student support team interviews • School leader interviews
b. Advocates for students and provides professional expertise to help school personnel, parents/guardians and community members to increase the effectiveness of student success.	i. Proactively facilitates communication and collaboration within and among the school, home and community to promote and build trust, understanding and partnerships with all segments of the school community. ii. Seeks solutions and provide referrals to overcome barriers to effective involvement in education and success of students.	Required Documents:
		Other Evidence <ul style="list-style-type: none"> • Student support team interviews • School leader interviews • Staff, student and parent surveys
c. Develops and implements policies and procedures to ensure that all children with disabilities are identi-	i. Ensure that teachers have the expertise to identify students who may have special needs and communicates	Required Documents:

<p>fied and evaluated; and if eligible, receive services that meet their specific needs.</p>	<p>regularly with teachers to share concerns. ii. Follows protocol related to parent concerns in a timely manner. iii. Develops and implements a system (internal or external) to evaluate students. iv. Develops and implements appropriate services that meet each student's individual needs. v. Is in compliance with all special education statutes and procedures.</p>	<p>Other Evidence</p> <ul style="list-style-type: none"> • Student support team interviews • School leader interviews • DESE CAPs • Staff, student and parent surveys
<p>d. Develops and implements policies and procedures to ensure that all children who qualify as homeless receive all necessary services and support to meet their specific needs.</p>	<p>i. Develops and implements a plan that's in compliance with state and federal guidelines that ensures homeless students have an equal opportunity to a public education.</p>	<p>Required Documents:</p> <ul style="list-style-type: none"> • Homeless Student Policy <p>Other Evidence</p> <ul style="list-style-type: none"> • Student support team interviews • School leader interviews • DESE compliance reports • Staff, student and parent surveys
<p>e. Develops and implements policies and procedures to ensure that all children who qualify as ELL receive necessary services and support to meet their specific needs.</p>	<p>i. Develops and implements a plan that's in compliance with state and federal guidelines that ensures ELL students receive necessary services and support to meet their specific needs.</p>	<p>Required Documents:</p> <ul style="list-style-type: none"> • ELL Intervention Plan <p>Other Evidence</p> <ul style="list-style-type: none"> • Student support team interviews • School leader interviews • DESE compliance reports • Staff, student and parent surveys

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

VIII. Responsible Governance The Board of Directors of a transformational school:		
Standard	Indicator	Evidence
a. Operates legitimately and in the best interest of its students and mission.	i. Considers implications of decisions on the mission of the school. ii. The Board annually self-evaluates using a standardized tool that assesses performance based on setting goals, developing policy, communication with the school and community and oversight of school leadership. iii. Ensures the board and school have all necessary insurance policies in place.	Documents <ul style="list-style-type: none"> • Board Self-Evaluation • Insurance Policies • Directors and Officer Coverage • General Liability • Professional Liability • Property • Workmen Compensation • Employee Dishonesty/Crime (minimum \$500k)
		Other Evidence <ul style="list-style-type: none"> • Observation of board meetings • SEMO Sponsor communication with board president and/or directors
b. Recruits and maintains a strong governing board with diverse backgrounds and skills sets	i. Includes individuals who are experienced in managing organizations and well versed in charter law ii. Maintains among its Directors a balance of skills and professional expertise (i.e. K-12 education, business, marketing, legal, accounting, fundraising, real estate etc.) necessary to fulfill all Board obligations. iii. Provides new board members a formal orientation on the purpose and educational vision of the school, the school's performance objectives, and their roles and legal responsibilities iv. Seeks information and professional development opportunities related to charter operation, laws, and effective non-profit board work	Documents <ul style="list-style-type: none"> • Board Organizational Structure Chart • Board Director Profiles/ Contact Information • Assurance of Board Criminal Background and FCSR (child abuse registry) Checks • Board Development Plans • Board Member Financial Disclosure Confirmation
		Other Evidence <ul style="list-style-type: none"> • Director interviews

<p>c. Conducts its business in compliance with all state statutes and regulations</p>	<p>i. Meetings are regularly scheduled and appropriately conducted. ii. Governance records and documentation are appropriately created and maintained. iii. School business is conducted in a transparent manner subject to the provisions and sections 610.010 to 610.030, open meetings law; free of conflict of interest, and models best practices regarding governance roles and responsibilities.</p>	<p>Documents</p> <ul style="list-style-type: none"> • Board Meeting Agenda • Board Meeting Calendar • Board Meeting Document Packets • Board Meeting Minutes - Approved <hr/> <p>Other Evidence</p> <ul style="list-style-type: none"> • Observation of board meetings • Board meeting notices and signage
<p>d. Ensures that policies are complete, regularly reviewed, updated as needed, and followed in a fair and consistent manner</p>	<p>i. Develops, adopts, and follows a comprehensive set of bylaws which at a minimum include conflicts of interest policies, meeting protocols and procedures, and formal delineations of roles and authorities within the charter school ii. Regularly reviews board policies, updating as necessary. iii. Organizes and makes available to the public the school policies utilizing multiple forms of communication</p>	<p>Documents</p> <ul style="list-style-type: none"> • Board Policy Manual and Bylaws; <hr/> <p>Other Evidence</p> <ul style="list-style-type: none"> • Observation of board meetings • Board meeting agendas and minutes • Evidence in board minutes that check registry has been reviewed and approved by the board.
<p>e. Employs a clear strategic approach to meeting the school's vision</p>	<p>i. With the school leaders, develops strategic plans that ensure fidelity to the school's vision by addressing critical issues; including school performance, financial management, human resource management, facilities, and quality improvement ii. Monitors progress towards goals identified in the strategic plans</p>	<p>Documents</p> <ul style="list-style-type: none"> • Strategic Plan (same as for School Leader) <hr/> <p>Other Evidence</p> <ul style="list-style-type: none"> • Observation of board meetings • Board meeting approved minutes
<p>f. Selects, supports, and annually evaluates the school leader</p>	<p>i. Selects a highly qualified school leader and defines the role the leader plays in the overall operation of the charter school</p>	<p>Documents</p> <ul style="list-style-type: none"> • Board Evaluation of School Leader (blank template)

	<p>ii. Supports the administrator's decision making</p> <p>iii. Establishes clear expectations of and assesses the performance of the school leader using a consistent evaluation instrument reflecting the mission and vision of the school, the performance goals set forth in the performance contract, the day-to-day management of the school and progress made on yearly school goals.</p>	<p>Other Evidence</p> <ul style="list-style-type: none"> • Chair and Director interviews • Board meeting observations
<p>g. Monitors the school's education program, operational procedures, and fiscal health in cooperation with the sponsor.</p>	<p>i. Directs the school leader to provide an annual self-evaluation to the sponsor and regular reports of student performance, academic progress, and the school's fiscal health to the sponsor and to the Department of Elementary and Secondary Education.</p> <p>ii. Monitors student academic performance, curriculum and instruction, operational procedures and fiscal management.</p>	<p>Documents</p> <ul style="list-style-type: none"> • School Annual Self-Evaluation (same as for School Leader)
		<p>Other Evidence</p> <ul style="list-style-type: none"> • Chair and Director interviews • Board meeting observations • Board meeting approved minutes
<p>h. Fulfills its responsibilities to SEMO's sponsorship liaison.</p>	<p>i. The Board communicates in a timely manner with SEMO's sponsorship liaison about significant policy, personnel, school performance or legal issues.</p> <p>ii. A written response from the Board that addresses the concerns and recommendations of the annual sponsor evaluation no later than one week following the board's regularly-scheduled October meeting.</p>	<p>Documents</p>
		<p>Other Evidence</p> <ul style="list-style-type: none"> • Board-SEMO sponsor communications • Written response to Annual School Review

Progress made since last year's evaluation:

Areas of strength:

Areas for improvement:

IX. Sound Financial Operations
A transformational school:

Standard	Indicator	Evidence
<p>a. Fulfills its fiduciary responsibility for public funds by ensuring the school operates in a fiscally sound and appropriate manner.</p>	<p>i. Preserves a minimum of three percent budget surplus ii. Maintains accessible and appropriate fiscal records iii. Core Data and other required school reporting is conducted in a timely and appropriate manner iv. Conducts an annual financial audit v. Ensures that school business and expenses, including personnel, are made free of conflict of interest and directed toward meeting the mission of the school.</p>	<p>Documents</p> <ul style="list-style-type: none"> • Annual Secretary to the Board Report (ASBR) • Independent Annual Audit • Cash Flow Projection and Analysis • Annual Debt Report • Tear Sheet and Invoice for Locally Published Annual Audit <p>Other Evidence</p> <ul style="list-style-type: none"> • Interview with CFO • Payroll and retirement records • Core Date Reports • Evidence in board minutes that check registry has been reviewed and approved by the board.
<p>b. Establishes clear fiscal policies that use public funds appropriately</p>	<p>i. Adhere to an adopted and board approved fiscal policy and procedures manual ii. Ensure fiscal policies include procedures for the authorization of purchases and release of funds iii. Adopt a budget by June 30 for the upcoming fiscal year iv. Ensure that the budgeting process maintains a direct focus on teaching and learning needs with a fiscal balance to cover expenses with revenue</p>	<p>Documents</p> <ul style="list-style-type: none"> • Annual Budget • Monthly Financial Statements • Banking Information • Account Coding Data FED/LEA • Internal Control Policies and Procedures • Procurement Policy • Federally Funded Purchase Inventory <p>Other Evidence</p> <ul style="list-style-type: none"> • Interview with CFO • Approved board meeting minutes

c. Ensures financial resources are directly related to the school's purpose: student achievement and learning	<p>i. Ensure that the school's physical space, materials, and supplies are conducive to accomplishing the charter's school-wide learning goals as specified in the charter</p> <p>ii. Establish policies to ensure that contracts reflect fair market value</p> <p>iii. Determine compensation levels for employees that are appropriate for the positions and responsibilities and that are consistent with industry norms</p>	<p>Documents</p> <ul style="list-style-type: none"> • Staff Salary Records (including average staff salary) <p>Other Evidence</p> <ul style="list-style-type: none"> • Building walk-through • Classroom observations • Vendor contracts

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

X. Engaged Parents and Community A transformational school:		
Standard	Indicator	Evidence
a. Engages parents and community stakeholders in the vision and mission of the school	i. Develops and implements an effective communications plan consistently engaging the community in becoming educated regarding quality education and developing support for their charter school ii. Ensures the active engagement of administrators, board members, parents, and staff in communication and outreach planning and implementation iii. Communicates and engages all stakeholders in the mission and vision of the school iv. Involves students, parents, and community members as part of the school's support system. v. Fosters strong relationships between school staff and parents.	Documents
		Other Evidence <ul style="list-style-type: none"> • Parent interviews • Parent and community communication/involvement plan • Data on parent and community participation in school events • Parent-teacher contact data • Newsletters and other communications • Parent survey data • Board meeting agendas, notices, minutes and supporting documentation
b. Seeks input from relevant, critical, impacted stakeholders	vi. Establishes regular opportunities and methods of communication among the stakeholders, administration, and the board vii. Conducts its meetings regularly and in an open, organized, and effective manner viii. Operates within the requirements of the Missouri Sunshine Law ensuring board meeting agendas and meeting minutes are posted in a timely manner for broad public review and all state non-profit requirements are met	

Progress made since last evaluation:

Areas of strength:

Areas for improvement:

Appendix 4: Charter School Performance Contract

Sample Performance Contract

The performance contract for () is administered by Southeast Missouri State University. These measures represent the minimum level of performance expected during the charter term. Performance on this contract, the charter contract, and the annual performance evaluation program will drive considerations related to charter renewal, intervention, probation and revocation. Beginning with the 2020-21 school year, the charter LEA has three-years remaining on its current charter term.

- Academic Performance and Annual Performance Report (APR) Targets**
The measures presented in this contract assume the current state accountability system and metrics are maintained through 2023. This includes the most current form of assessments as part of the Missouri Assessment Program (MAP). Changes in the state's accountability system and assessments may require this performance contract to be reviewed and renegotiated.

Measure	Target	Subject	2019	2020	2021	2022	2023
Missouri Assessment Program (MAP) % Proficient/Advanced*	LEA proficiency average outperforms the local district by like-grade level configuration	Math	Green	Black			
		Science	Green	Black			
		ELA	Red	Black			
		Soc. Studies		Black			
MAP Performance Index (MPI)*	LEA outperforms the MPI of the local district by like-grade level configuration	Math	Green	Black			
		Science	Green	Black			
		ELA	Green	Black			
		Soc. Studies		Black			
MAP Performance Index (MPI) and Annual Performance Report*	LEA will achieve "On-Track" or "Exceeding" designations for growth, progress, and/or status on the APR	Math	Green	Black			
		Science	Green	Black			
		ELA	Green	Black			
		Soc. Studies		Black			
Graduation Rate	LEA will achieve a four-year graduation rate at or above 85%		Green				
Attendance Rate	LEA will achieve an average daily attendance rate above 90%		Green	Green			
Advanced College Credit/Dual Enrollment	LEA will achieve "Approaching," "On-Track" or "Exceeding" designations for progress and/or status on the APR		Green				

* No state assessments administered or data generated due to statewide Coronavirus school closures.
 **Newly developed measure to coincide with the beginning of the 2020-21 school year.
 ***Newly developed measure with minimal to no baseline data. Measure may require additional analysis and possible mutually agreed to revision by the sponsor and charter school

2. Financial Standards

Performance Measures	2019	2020	2021	2022	2023
Comply with annual auditing and ASBR requirements, and remedy any audit findings per 160.405.4 (4), RsMO.					
Ensure financial controls are in place for accountable school operation as outlined in State Code of Regulations 5 CSR 20-100.260(5).					
Meet the required minimum 3% fund balance per 160.417.2 (b), Rs					

3. Governance Standards

Performance Measure	2019	2020	2021	2022	2023
All board members will follow statutory requirements as outlined in the State Code of Regulations 5 CSR 20-100.260 (3).					
Charter board and committee business is conducted per Missouri Sunshine Laws in sections 610.010-610.030, RsMO					

Board President

University Sponsor Representative

Date

Date

Appendix 5: School Specific Criteria for Intervention and Potential Closure

In ABC's first year 2023, SEMO will closely monitor student academic performance on ABC's internal assessments:

- Student lesson completion data
- ABC furnished end-of-year diagnostic tests for promotion to First Grade
- Continual Assessment Test mastery data
- End of Term Exam data.

If school wide student performance in math and reading indicate that students are growing at a rate significantly less than one year over an academic year, SEMO's will require ABC to develop a benchmarked academic achievement improvement plan for the following year that is monitored by SEMO.

At the end of year two (2025), if the ABC's Total MPI score in either ELA or Math falls within the range of 275 – 290, SEMO will request a benchmarked academic improvement plan specifically focused on how the school plans to improve student performance and SEMO will monitor execution of this plan. If at the end of the following year (2025) ABC's Total MPI score remains within the 275 – 290 range, SEMO will place the school on probationary status and strongly consider the possibility of closure at the end of the next school year. If at the end of the following year (2025) ABC's Total MPI score has dropped 12 points or greater from the 2025 score, SEMO will place the school on probationary status and institute closure procedures.

At the end of year three (26), if the ABC Total MPI score in either ELA or Math falls below 300 for the first time and is within the range of 275 – 290, SEMO will request a benchmarked academic improvement plan specifically focused on how the school plans to improve student performance and SEMO will monitor execution of the plan. If at the end of the following year (2026) ABC's Total MPI score remains within the 275 – 300 range, SEMO will place the school on probationary status and strongly consider the possibility not renewing the charter, closing the school at the end of the 2026-27 school year.

If at the end of any year, ABC's Total MPI score in either ELA or Math falls below 275, SEMO will place ABC on probationary status and strongly consider the possibility of closure at the end of the next school year.

Appendix 6: School Improvement Plan Template

<Name of School> SCHOOL IMPROVEMENT PLAN 2020 – 2021

Goal 1: Measurable Outcomes: 1) FY21 MAP MPI results will be: CA: XXX MA: XXX SCI: XXX 2) Supersubgroup scores will continue to improve in 3) Supersubgroup scores will reach XXX or greater in				
Strategic Action 1:				Monitoring
Action Step: General-1 •	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
Action Step: General-2	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
	Task 4:	Due Date:		
Action Step: General-3	Task 1:	Due Date:	Person responsible	

	Task 2:	Due Date:		
	Task 3:	Due Date:		
	Task 4:	Due Date:		
Action Step: Literacy-1	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
Action Step: Math-1	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
Strategic Action 2:				
Action Step 1	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		

	Task 3:	Due Date:		
	Task 4:	Due Date:		
	Task 5:	Due Date:		
	Task 6:	Due Date:		
Strategic Action 3:				
Action Step 1	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
Strategic Action 4:				
Action Step 2	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
Strategic Action 5:				
Action Step 1	Task 1:	Due Date:	Person responsible	

	Task 2:	Due Date:		
	Task 3:	Due Date:		
Goal 2: Measurable Outcome:				
Strategic Action 1: Diagnose problem associated with FY20 attendance process and implement an efficient and accurate attendance process for FY21.				
Action Step 1	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:	Due Date:		
Action Step 2	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
Action Step 3	Task 1:	Due Date:	Person responsible	
	Task 2:	Due Date:		
	Task 3:			

Ancillary Goals

In addition to meeting the above goals related to student achievement and attendance, SEMO will monitor <name of school>'s efforts to address the following areas for improvement as presented and clarified in its FY19 Annual Review. The board and school leadership team will be expected to document these efforts.

- 1.

- 2.

Appendix 7: School Closure

5 CSR 20-100.265 Charter School Closure

PURPOSE This rule establishes processes and procedures for charter school sponsors to close a charter school as required by the Missouri Department of Elementary and Secondary Education. These processes and procedures serve as a foundation for closures as authorized by sections 160.400.16(6) and 160.405.15, RSMo Supp. 2013.

(1) **Communication** The charter school sponsor (sponsor) will closely monitor the charter school's clear, adequate, and timely communication with parents, school staff, the community, and all stakeholder groups regarding the closing of a charter school to ensure that students, families, staff, and community have the support needed for student transfer/transition.

(2) **Student Records** The sponsor will closely monitor the charter school's transfer of all student records in accordance with privacy rules set forth in the Family Educational Rights and Privacy Act (FERPA) and any applicable state record retention schedules/policies/laws, including, but not limited to:

(A) Conducting a review to determine that all student records are complete and located in a secure location;

(B) Compiling student records into a format that is electronically transferable;

(C) Providing staff for purposes of transferring student records to other schools as the charter school closes; and

(D) Transferring, in a timely manner, all student-related records for retention and historical accessibility to the local school district as required under the Public Schools Records Retention Schedule (PSRRS) (section 169.255, RSMo 2000).

(3) **Business and Personnel Records** The sponsor shall coordinate efforts regarding all personnel, governance, and financial records that are retained according to the PSRRS.

(4) **Submission of Final Data and Reports** The sponsor shall coordinate efforts for the completion of all data and reporting for the closing charter school, including, but not limited to:

(A) Annual Secretary of the Board Report (ASBR) by August 15 of the year of closing;

(B) Final audit submitted before December 31 of the year of closing;

(C) Program evaluation reports and final expenditure reports (FER) submitted for all federal/state programs in which the closing charter school participated;

(D) Submission of core data and the Missouri Student Information System (MOSIS) data; and

(E) Required student testing

(5) **Resolution of Financial Obligations** During the dissolution of a charter school, the sponsor shall coordinate efforts to ensure the meeting of financial obligations associated as required in section 160.415.12, RSMo.

(A) The sponsor is responsible for the oversight of unobligated assets of the charter school. The sponsor contractually requires--

1. Quarterly accountability reports on receipts and expenditures;

2. Quarterly bank statements for the closing charter school accounts;

3. Monitoring of all expenditures during and after school closure to ensure such expenditures are essential to the closing process; and

4. An independent audit to be conducted for any remaining funds if more than three months lapse from the official closure of the charter school.

(B) If the charter school does not have sufficient funds to close out the year, the sponsor is responsible for oversight and reporting as required in section 160.485.1(15)(a), RSMo.

(6) **Disposition of Assets** Distribution of materials and equipment purchased with state funds will be determined by the charter school's policy for disposition of assets. The sponsor will closely monitor the reallocation of equipment and materials from a closed charter school to reasonably assure the equipment and materials follow the students to their new school. For equipment and/or materials exceeding a total value of five thousand dollars (\$5,000) purchased with federal funds and in accordance with federal guidelines, the sponsor shall verify that:

(A) A physical verification that federally purchased equipment or electronic items is conducted;

(B) An inventory of available items is sent to all local educational agencies (LEAs) and the district within the physical boundaries of the public school district within sixty (60) days of the school closure;

(C) An opportunity for LEAs/districts interested in acquiring inventory items to send a written request for equipment or materials to the school and sponsor; and

(D) Distribution of equipment or materials is based on--

1. Any equipment and material required for an Individual Education Plan (IEP) for a student with disabilities must follow the student to his/her new public school;

2. All equipment and materials pur-

chased with federal IDEA Part B funds must be sent to a public special education program for use by students with disabilities;

3. All materials/equipment purchased with specific funding sources (Perkins, Title I, discretionary grants) must be sent to other LEAs participating in those programs;

4. The percentage of students transferring from the closed charter to the requesting LEAs/district; or

5. By lottery.

AUTHORITY sections 160.400-160.425 and 161.092, RSMo Supp. 2013 • Original rule filed Sept. 27, 2013 effective May 30, 2014
 • Original authority: 160.400-160.425 RSMo are Revised Statutes of Missouri Supp. 2012 and 161.092, RSMo 1900, amended 1973, 2002, 2005, 2013.

CHARTER SCHOOL CONTRACT REVOCATION HEARING PROCEDURES

In accordance with the provisions of RSMo Section 160.405.8(4), the following procedures are established for the purpose of conducting administrative hearings to determine whether a Charter School Contract, entered into by The Board of Governors of Southeast Missouri State University, and a Missouri Nonprofit Corporation Public Charter School, should be revoked.

Necessity of Request for Hearing

If the charter school submits a timely, written request for a hearing to the Relator the procedures outlined herein shall apply to the conduct of such a hearing. Failure of the charter school to make a written request for a hearing within the time specified in said written notice of proposed revocation, shall constitute a waiver of the charter school's right to a hearing before the hearing panel.

Necessity of Answer

If the charter school contests any of the reasons for the proposed revocation contained in the notice of proposed revocation, it must file a written answer specifying those reasons being contested and setting forth its reasons for contending that such proposed revocation is inappropriate. Such written answer must be provided to the Relator not later than five calendar days prior to the date of the hearing. The charter school's failure to file such an answer shall constitute an admission of the accuracy and legitimacy of the reasons for the proposed revocation contained in the notice of proposed revocation.

Appointment of and Role of Hearing Panel

The President shall appoint a hearing panel, to be comprised of University employees, not exceeding three in number, and shall designate one such employee as the chair of the hearing panel.

If a timely, written request for a hearing has been submitted by the charter school, the hearing panel shall conduct a hearing and, based upon the information presented at such hearing, shall make a written recommendation, which shall include the hearing panel's findings and its recommendation to the President as to whether the Charter School Contract should or should not be revoked consistent with the provisions of RSMo Section 160.405.8.

Hearing Procedure

If a timely, written request for a hearing has been submitted by the charter school, the Relator shall send via mail or email a written notice to the charter school specifying the date, time and place of such hearing. The hearing shall be held not more than fourteen days after the written request for a hearing has been received by the University unless, for good cause shown, the hearing is continued by the chair of the hearing panel.

The chair of the hearing panel shall preside at the hearing, shall call the roll of the hearing panel, shall ascertain the presence or absence of a representative of the charter school, including its attorney, and the presence or absence of the Relator, including his or her attorney. Unless such reading is waived by the charter school, the chair shall read the Notice of Hearing, shall read the grounds for revocation stated in the written Notice of Proposed Revocation and shall read any written Answer submitted on behalf of the charter school.

The hearing shall be recorded, either by court reporter or otherwise, and shall be open to the public.

Burden of Proof and Rules of Evidence

The burden of demonstrating the existence of one or more of the alleged reasons for revoking a Charter School Contract shall rest with the Relator. Formal rules of evidence shall not be required.

Opening Statements

The Relator shall make opening remarks outlining the grounds for the proposed revocation of the Charter School Contract. The representative of the charter school may also make opening remarks and

may elect to do so either immediately following the opening remarks of the Relator or at the close of the Relator's presentation.

Relator's Evidence

Relator may call witnesses and may present written information at the hearing as deemed appropriate by the hearing panel. Witnesses called by the Relator may be questioned by the charter school's representative and/or by the members of the hearing panel.

Charter School's Evidence

The charter school may call witnesses and may present written information at the hearing as deemed appropriate by the hearing panel. Witnesses called by the charter school may be questioned by the Relator and/or by the members of the hearing panel.

Rebuttal Evidence

The hearing panel shall permit the Relator and/or the charter school to present additional information in rebuttal of the other's presentation.

Authority of the Hearing Panel

The hearing panel shall have the authority:

- a. To determine relevancy and admissibility of any evidence offered by the Relator and/or the charter school;
- b. To permit a stipulation of facts agreed to by the Relator and the charter school;
- c. To permit the incorporation into the record by reference of any document, affidavit or exhibit produced at the hearing and available for the Relator and the charter school to examine and comment upon;
- d. To request the attendance of witnesses in addition to those witnesses called by the Relator or the charter school;
- e. To dismiss any person from the hearing who interferes with or obstructs the hearing or who fails to abide by the rulings of the hearing panel or its chair; and
- f. To have present a legal advisor to the hearing panel, who shall be designated by the University's General Counsel.

Relator and Charter School's Rights Upon Hearing

In addition to other rights specified herein, the Relator and the charter school shall have the following rights in connection with a hearing:

- a. To be present at the hearing, which right is deemed waived by failure to appear for such hearing;
- b. To have present at the hearing any legal or other advisor or counselor, to consult with such advisor or counselor during the hearing and to have such advisor or counselor participate in the questioning of witnesses and make statements on their behalf;
- c. To hear or examine evidence presented by the other;
- d. To question witnesses present and testifying on behalf of the other or witnesses present and testifying at the request of the hearing panel; and

- e. To be informed in writing of the hearing panel's recommendation to the President.

Findings and Recommendations by the Hearing Panel

The hearing panel shall meet in executive session, outside the presence of the Relator and the charter school representative, shall discuss the evidence presented at the hearing and, by a majority vote of the members of the hearing panel, shall reach its findings and recommendations regarding the proposed action. The hearing panel shall reduce its findings and recommendations to writing and shall transmit same to the President within ten (10) days after the hearing, with a copy of such written findings and recommendations being provided to the Relator and the charter school.

Determination by the President

The President shall make a determination in the matter after giving due consideration to the findings and recommendations of the hearing panel. Upon reaching that determination, the President shall notify the Relator and the charter school in writing of the determination and disposition.

Right to Appeal to State Board of Education

In accordance with the provisions of RSMo Section 160.405.8 (4) a final decision on the revocation of a Charter School Contract is subject to an appeal to the state board of education, which shall determine whether the charter shall be revoked.

Appendix 8: Sample Pre-Opening Checklist

PRE-OPENING DOCUMENTS CHECKLIST

Please use the following checklist to track documents/deliverables by **July 15, 20—**A detailed description of each document/deliverable follows.

Item Number	Document/Deliverable	School Checklist: Date Completed
1. STAFFING		
1a	Staff Directory	
1b	School Leader	
1c	Teacher Certification & Experience Roster	
1d	Teacher Certification Records	
1e	Fingerprint Clearance Records	
1f	Fingerprint Policy	
2. GOVERNANCE*		
2a	Management Contract	
2b	By-laws	
2c	Open Meetings Law	
3. STUDENTS WITH DISABILITIES		
3a	Response to Intervention (“RTI”) Policy	
3b	504 Policy	
3c	Serving Students with Disabilities	
4. STUDENTS AND PARENTS		
4a	Handbooks & Other Policies	
4b	School Calendar & Class Schedules	
4c	Enrollment	
5. OPERATIONS		
5a	Student Records	
5b	Health Records	
5c	School Nurse	
5d	Transportation	
5e	Food Service	
5f	Safety	
6. FINANCE		
6a	Accounting System	
6b	Payroll	
7. COMPLIANCE		

7a	Compliance Contact	
7b	Mandated Reporting	
7c	Initial Statement Process	