

**RESTATEMENT AND EXTENSION OF CHARTER SCHOOL
AGREEMENT BETWEEN
ROCKFORD BOARD OF EDUCATION, SCHOOL DISTRICT
NO. 205, WINNEBAGO-BOONE COUNTIES, ILLINOIS AND
LEGACY ACADEMY OF EXCELLENCE CHARTER SCHOOL**

This Charter School Agreement ("Agreement") dated this 9th day of April, 2014, with an effective date of August 15, 2014, is entered into by and between of the Board of Education Rockford School District No. 205, Winnebago-Boone Counties, Illinois, a body politic and corporate (the "Board") and Legacy Academy of Excellence Charter School (the "Charter School"), an independent public school established under the Charter Schools Law, 105 ILCS 5/27A-1 et seq. (the Charter Schools Law").

RECITALS

WHEREAS, the State of Illinois enacted the Charter Schools Law as Public Act 89-450, effective April 10, 1996, as amended; and

WHEREAS, the Charter Schools Law was enacted for the following purposes:

1. To improve pupil learning by creating schools with high, rigorous standards for pupil performance;
2. To increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for at-risk pupils;
3. To encourage the use of innovative teaching methods;
4. To allow for the development of innovative forms of measuring pupil learning and achievement;
5. To create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
6. To provide parents and pupils with expanded choices within the school system;
7. To encourage parental and community involvement with public schools;
8. To hold charter schools accountable for meeting rigorous school content standards and to provide those schools with the opportunity to improve accountability; and

WHEREAS, on November 13, 2008, the Charter School submitted an application to the Rockford Public Schools Board of Education seeking to establish a public charter school (the "Application"). The Application and all exhibits and attachments thereto are incorporated herein by reference; and

WHEREAS, on January 13, 2009, the parties executed the Charter School Agreement (the "First Agreement") authorizing the establishment of the Legacy Academy of Excellence charter school for a five year term commencing August 15, 2009 and ending August 14, 2014. The First Agreement and all exhibits and attachments thereto are incorporated herein by reference; and

WHEREAS, the Charter School desires to enter into a Restatement and Extension of Charter School Agreement with the Board for a five year term commencing August 15, 2014, and ending June 30, 2019 where such term is conditioned on the Charter School meeting and complying with the requirements set forth in Schedule 1; and

WHEREAS, the parties seek to extend the Charter School Agreement as set forth herein; and

WHEREAS, the parties desire that the Charter School continue to be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and the Charter Schools Law.

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

1. **Recitals Incorporated by Reference.** The recitals to this Agreement are incorporated herein by reference and made a part hereof.
2. **Grant of Charter.** Subject to the final certification of the State Board, the Charter School is hereby authorized, and granted an extension of its charter in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to operate a charter school as described herein.
3. **Term of Agreement.** This Agreement shall commence on August 15, 2014 and shall expire at midnight, June 30, 2019 unless terminated or extended pursuant to the terms hereof on the express condition that the Charter School satisfy the requirements set forth at Schedule 1, attached hereto. The conditions are hereby incorporated in this Agreement as if set forth herein in full. The Charter School acknowledges and agrees that the Board may revoke its renewal of the Charter School Agreement upon a determination by the Board that the Charter School has not fulfilled the conditions set forth in Schedule 1. Notwithstanding this provision, consistent with the Charter Schools Law (105 ILCS 5/27A-7(a)(14)), the first day of the fiscal year shall be no earlier than August 15 and no later than September 15 of each year.
4. **Educational Program.** The Charter School shall operate an educational program and program of instruction serving educational needs of the students enrolled therein.
 - a. **Mission Statement.** The Charter School shall operate under the mission statement set forth in the Application, and such mission statement is hereby accepted to the extent that it is consistent with the declared purposes of the General Assembly as stated in the Charter School Law.
 - b. **Age Limitations.** The Charter School shall provide instruction to pupils in grades K through 12.
 - i. **Application Process and Enrollment.** Enrollment in the Charter School shall be open to any pupil who resides within the boundaries of the Rockford Public Schools, District No. 205 and who meets the age requirements set forth in this Section of the Agreement.

- ii. Each year, the Charter School shall set a deadline for application and if, on the date of that deadline, there are more eligible applicants for enrollment in the Charter School than there are spaces available, successful applicants shall be selected by lottery which shall be open to all applicants and the public. The Charter School shall provide the District at least seven (7) days advance notice of the deadline for applications. Within fourteen (14) days following the application deadline, the Charter School shall provide the District a list of all the names of applicants for each grade level. If a lottery process is necessary, the Charter School shall provide the District with date and time for the lottery process at least two (2) days in advance of the lottery process. Using the lottery process required herein, the Charter School shall establish a waiting list of students who shall be offered the opportunity to enroll at the Charter School if additional space later becomes available.
- iii. The Charter School shall not request information in the application process about a student's race, gender, religion, academic aptitude, special education needs, English language proficiency, or any other protected category. This does not preclude the Charter School from obtaining the information described in this paragraph once the student has been selected for enrollment.
- iv. The Board shall be notified of the places and times during which applications will be submitted and shall be permitted to inspect and review completed applications. In addition, the Board shall be granted access to any documentation and information to the extent it deems necessary to ensure the integrity of the application process.
- v. If the parents or guardians of a homeless student choose to complete an application to enroll the student in the Charter School, the Charter School shall accept the application even if the student is unable to produce records normally required for enrollment, such as proof of residency or other documentation. Notwithstanding, the Charter School is not prohibited from requiring the parents or guardians of a homeless student to submit an address or such other contact information as a school district may require from parents or guardians of nonhomeless students. The Charter School shall not require students to present information and/or documents as proof of residency (such as Social Security Numbers) which, when taken together, result in a requirement for proof of legal presence in the United States.
- vi. Priority for enrollment may be given to siblings of pupils enrolled in the Charter School and to pupils who were enrolled in the Charter School the previous school year, unless expelled for cause.
- vii. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or non-public school.

- viii. Students who have obtained a high school diploma or a GED high school equivalency certificate shall not be eligible to enroll in the Charter School and/or to receive any services provided by the Charter School and/or otherwise participate in the Charter School's program.
- ix. Unless otherwise mandated by law, students who are age 21 or older shall not be eligible to enroll in Charter School and/or to receive any services provided by the Charter School and/or otherwise participate in the Charter School's program.
- x. The Charter School shall not exceed a maximum enrollment of 650 pupils for the remaining term of this Agreement.
- xi. The Charter School shall be entitled to apply to the Board to expand enrollment up to 800 students after the Charter School has maintained compliance with all of the requirements contained in Schedule 1 for at least one calendar year and so long as the Charter School is not in default of any of the terms and conditions of this Agreement, attached hereto.

c. Student Transfers.

- i. Any student transfer into the Charter School shall be documented by a completed enrollment form which includes a release to obtain the student's records from any attendance center in which the student has previously been enrolled. The release must be signed by the student or, if the student is a minor or has been adjudicated incompetent, by the student's parent/guardian. The Charter School shall timely receive the student's records and verify whether the student meets the eligibility requirements for enrollment.
- ii. Any student transfer out of the Charter School shall be documented by a transfer form signed by the student or, if the student is a minor, by the student's parent/guardian which affirmatively states that the student's transfer is voluntary.

The transfer form signed by the parent/guardian shall include the reason for the requested transfer. A copy of the completed transfer form shall be provided to the Rockford Public Schools Assistant Superintendent of Student Support. If the request to transfer schools is received after the start of the school year at issue, the student shall not be permitted to transfer until after the end of the school year, unless the Board expressly agrees to the transfer. The Charter School shall not use the ability to transfer (or "dis-enroll") students as a mechanism to circumvent the open enrollment requirement in Charter Schools Law or as an alternative method of discipline.

- d. Goals, Objectives, Pupil Performance Standards. The Charter School shall pursue and make reasonable progress toward the achievement of the goals, objectives and

pupil performance standards consistent with those set forth in the Application, this Agreement and Schedule 1 provided that such goals, objectives and pupil performance standards shall at all times remain in compliance with Section 2-3.64 of the Illinois School Code (105 ILCS 5/2-3.64).

- e. Evaluation of Pupils. The Charter School's plan for evaluating pupil performance, the types of assessments to be used and the timeline for achievement of performance standards, and the procedure for taking corrective action in the event that individual pupil performance at the Charter School falls below those standards, shall be consistent with the Application, this Agreement, and the No Child Left Behind Act as well as the corresponding implementing regulations and state statute.
- f. Curriculum. The curriculum established by the Charter School shall be in accordance with the Illinois School Code, as applicable to public charter schools, and shall be consistent with the Application and as otherwise modified or supplemented herein. The Charter School shall notify the Board of any material change in its curriculum subsequent to the date of this Agreement.
- g. School Year: School Days: Hours of Operation. Instruction shall commence in the 2014/2015 school year and subsequent school years on dates established by the Charter School, provided that the beginning date of instruction shall be no earlier than August 15 in the Charter School's first academic year and no earlier than August 1 in each subsequent academic year and in no event later than September 15 of each school year. The days and hours of operation of the Charter School shall be as set forth in the Application or as otherwise established by the Charter School in compliance with state law.
- h. Student Discipline. The Charter School shall implement a system of uniform student discipline. To the extent the Charter School fails to adopt and submit its own uniform student discipline code, the Charter School shall elect to adopt the Rockford Public Schools Uniform Discipline Code (the "RPS Uniform Code"). The Charter School shall submit a copy of the proposed disciplinary code, including procedures for suspension and expulsion, to the General Counsel for Board no later than July 1 prior to the school year in which the disciplinary code is to be implemented.
 - i. The Charter School shall comply at all times with federal due process requirements in its student discipline notification procedures and its disciplinary activities, and 105 ILCS Sec. 5/24-24.
 - ii. Students may only be expelled from school by a majority vote of the Charter School's governing board. In the event that any student is expelled from the Charter School by action of the Charter School, the Charter School shall promptly notify the Board of such expulsion and shall provide to the Board, no later than five (5) days following the disciplinary action, the name of the student, the reason for the expulsion, and the

period of time that the student will be expelled, including the dates of expulsion.

i. Governance and Operation. The operation of the governing board of the Charter School shall be as set forth in this paragraph.

- i. The governing board of the Charter School shall consist of no fewer than seven (7) members.
- ii. No more than one (1) member of the governing board shall be employed by or be otherwise compensated by the Charter School.
- iii. No more than one (1) member of the governing board shall be employed by the management company (if any) operating the Charter School.
- iv. Membership and composition of the governing board shall be subject to and at all times shall operate in compliance with the by-laws of the Charter School and the Illinois Open Meetings Act.
- v. Members of the governing Board of the Charter School shall have duties and responsibilities consistent with the Illinois General Not-For-Profit Corporation Act of 1986, and as stated in the Agreement or the Application.
- vi. Members of the governing board of the Charter School shall provide responsible stewardship and shall meet all legal and ethical obligations.
- vii. The governing board shall hold meetings at least four times per year at a date, time, and place which is convenient to the public of Winnebago and Boone Counties, Illinois; and shall issue appropriate notice of said meetings in accordance with the time and publication requirements of the Illinois Open Meetings Act.
- viii. Appropriate notice must be given for meetings of any committee (e.g., executive, finance, personnel, development, and audit committees) or advisory board at which the business of the Charter School may or will be discussed.
- ix. In order to conduct business, the Charter School must have a quorum, which is defined as a majority of the members. To the extent an act of the Charter School requires a vote by its board members, such act shall require an affirmative vote of the quorum of the board members.

j. Services Provided To The Charter School By The Board.

- i. The Charter School may contract with the Board to provide transportation services to and from the Charter School to eligible students including, but not limited to, students who meet the requirements set forth in Section

5/29-4 of the School Code, homeless students, and special education. The Charter School shall reimburse the Board the per student cost for transportation, less any reimbursement the Board may receive from federal or state funds. The Board shall provide an invoice detailing the sums charged for transportation. Payments due to the Board for such services shall be deducted from the quarterly funding distributions as set forth in Section 6 below. The Charter School shall use its best efforts to find and retain a transportation provider other than the District in each year of this Agreement.

- ii. The Charter School shall notify the District by April 1st of each year if the Charter School intends to use the District as its transportation provider or if the Charter School will use another transportation provider for the following year.
 - iii. The transportation services provided by the Board shall not include transportation for before and/or after school programs. Such transportation services shall be provided by the Charter School.
 - iv. The transportation services provided by the Board shall not include transportation to off-site educational programs such as and including to job sites, community colleges, or other locations. Such transportation services shall be provided by the Charter School.
- k. Bilingual Education. The Charter School shall provide bilingual education services in a manner consistent with that in the Application, provided that the Charter School 1) shall identify students who require bilingual education by administering a Home Language Survey Form or other suitable identification instrument to all incoming students, 2) shall assess the English language proficiency of all students identified as coming from a non-English speaking background, and 3) shall provide a bilingual education or English as a Second Language program for such students in accordance with the applicable state and federal laws including, but not limited to, the Equal Educational Opportunity Act. Notwithstanding anything to the contrary in this paragraph, the Charter School shall have no obligation to provide bilingual education to a greater extent than required under the law.
- l. School Calendar. No later than July 1 prior to the commencement of each academic year during which this Agreement is in effect, the Charter School shall submit to the Board its school calendar for such academic year and the following summer session.
5. Additional Covenants and Warranties of Charter School. The Charter School covenants and warrants as follows:
- a. Compliance with Laws and Regulations. The Charter School shall operate at all times and shall maintain all Attendance Centers (as defined hereinafter) in

accordance with the Charter Schools Law, all other applicable Federal, State and local laws, codes or regulations, from which the Charter School is not otherwise exempt, and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or need for special educational services. The parties agree that this Agreement is in accord with current Charter Schools Law, and all other applicable Federal, State and local laws, codes or regulations, from which the Charter School is not otherwise exempt. The Charter School shall also comply with the following, to the extent applicable to charter schools:

- i. The No Child Left Behind Act of 2001 (PL 107-110, signed January 8, 2002);
- ii. Section 2-3.64 of the School Code (105 ILCS 5/2-3.64), regarding performance goals, standards and assessments;
- iii. Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) regarding criminal background investigations of applicants for employment;
- iv. Section 24-24 of the School Code (105 ILCS 5/24-24) regarding maintenance of discipline;
- v. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.);
- vi. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/11.01 et seq.) regarding indemnification of officers, directors, employees and agents;
- vii. The Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.);
- viii. The Illinois School Student Records Act (105 ILCS 5/10-1 et seq.);
- ix. The Freedom of Information Act (5 ILCS 140/1 et seq.);
- x. The Open Meetings Act (5 ILCS 120/1.01 et seq.);
- xi. The Pension Code (40 ILCS 5/1-101 et seq.);
- xii. The School Building Code (105 ILCS 5/2-3.12) pursuant to which the Illinois State Board of Education was mandated to and did establish the "Health/Life Safety Code for Public Schools."
- xiii. All other applicable health and safety regulations of the State of Illinois and the City of Rockford, including without limitation those laws specifically identified by the Illinois State Board of Education as being applicable to charter schools. A current list of such laws, which may be added to, deleted from or otherwise amended from time to time by the

Illinois State Board of Education, is attached to the First Agreement as Exhibit B;

- xiv. All Federal and State of Illinois orders and agreements, orders regarding special education, orders regarding bilingual education, compliance agreements or other agreements with the United States Department of Education or other Federal or State agencies, applicable to the Rockford Public Schools. Upon the request of the Charter School, the Board shall furnish copies of any such orders or agreements. To the extent that the Charter School believes that it is exempt from compliance with any such order or agreement, the Charter School shall provide the Board's General Counsel with a copy of an exemption ruling or opinion rendered by the applicable Federal or State authority that issued the order or agreement. To the extent the Board is a party to a court action that is likely to result in a new order or agreement which will require compliance by the Charter School, the Board shall use reasonable efforts to notify Charter School of such court action.
- b. Compliance with Agreement. The Charter School shall operate at all times in accordance with the terms of this Agreement. To this end, the Charter School shall establish and maintain written policies and procedures setting forth the manner in which the Charter School shall comply with the laws identified in this Agreement. A copy of the Charter School's written policies and procedures shall be provided to the Board on or before July 1, 2015; and, to the extent these policies and procedures are thereafter amended, the Charter School shall provide a copy of such policies and procedures to the Board no later than thirty (30) days following the date on which the policies and procedures were amended.
- c. Maintenance of Corporate Status and Good Standing. The Charter School shall at all times maintain itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the law of the State of Illinois, shall remain in good standing under the laws of the State of Illinois, and shall make all required filings with the office of the Illinois Secretary of State in a timely manner. The Charter School shall provide the Board with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit corporation, its Bylaws, and all amendments or modifications thereto. The Charter School is also recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and upon request the Charter School shall provide the Board with copies of all filings relating to the Charter School maintaining 501(c)(3) exempt status.
- d. Personnel. The relationship between the Charter School and its employees, and the manner in which terms and conditions of employment shall be addressed with affected employees and their recognized representatives, if any, shall be as set forth in the Application and this Agreement, provided that the Charter School

shall comply with all Federal and Illinois employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 1 of each year during the term of this Agreement, the Charter School shall provide the Board with a current list of all of its employees, and shall cause each of its subcontractors to provide the Board with a current list of all of such subcontractor's employees providing services at the Charter School. Such lists shall contain the names, job positions and social security numbers of all applicable employees. Such lists shall also indicate: (i) for each employee, the date of initiation of the criminal background investigation required under Section 10-21.9 of the School Code and Paragraph 5(e) of this Agreement, and the results of such background check; and (2) for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, including information regarding the additional mentoring, training and staff development, if any, to be provided by the Charter School pursuant to Paragraph 5(f) of this Agreement. For any person hired in an instructional position after September 1 of any school year, the Charter School shall provide the Board with such evidence of certification or other qualification no later than ten (10) business days after the individual's initial date of employment.

- e. Criminal Background Checks. The Charter School shall not knowingly employ and shall not permit its subcontractors to knowingly employ any individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted for committing or attempting to commit one of the offenses enumerated in Section 10-21.9(c) of the Illinois School Code.
- f. Former Employee Information. Upon request from the District, the Charter School shall timely provide the District the following information on former employees of the Charter School who have sought employment with the District or who have been hired by the District:
 - i. date of hire;
 - ii. date of separation;
 - iii. first day worked (if different from date of hire) and last day worked (if different from date of separation);
 - iv. position held;
 - v. number of hours worked per week for each position held and/or whether each position was full-time or part-time; and
 - vi. if authorized by the former employee in writing, and to the extent not otherwise prohibited by law, any performance evaluations, disciplinary documents and/or reason for separation and/or any other personnel

documents for which the former employee authorizes the receiving party to receive.

The District agrees that upon request from the Charter School, the District will provide the Charter School the information set forth above on former employees of the District who have sought employment with the Charter School.

- g. Instructional Providers. The Charter School shall employ or otherwise utilize in instructional positions and shall require that its subcontractors employ or otherwise utilize in instructional positions only those individuals who are certificated under Article 21 of the School Code, 105 ILCS 5/21-1 et seq., or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, in which case the Charter School shall not exceed the number or percentage of non-certified instructional positions as established by the Charter School Law. In the event that the Charter School employs or otherwise utilizes or any of its subcontractors employs or otherwise utilizes non-certificated personnel in instructional positions, the Charter School and/or its subcontractors shall provide such additional mentoring, training and staff development as the Charter School determines is necessary to ensure that such individuals perform their instructional duties satisfactorily.
- h. Building.
 - i. Existing Facilities. The Charter School shall have the following location: 4029 Prairie Road, which location will serve grade K through grade 12; The Charter School shall have obtained and submitted to the Board for review no later than 45 days prior to the commencement of operation of any Attendance Center: (1) all applicable occupancy permits and health and safety approvals for such Attendance Center; (2) an executed copy of the lease agreement for such Attendance Center, if occupied under a lease agreement; and (3) evidence of title to such Attendance Center, if owned by the Charter School. The Charter School shall take such actions as are necessary to ensure that all leases, occupancy permits and health and safety approvals for all established Attendance Centers remain valid and in force, and shall certify to the Board by August 1 of the first year of operations and thereafter no earlier than June 1 and no later than July 1 of each subsequent year during the term of this Agreement that such leases, certificates and approvals remain in force.
 - ii. Change in Location. The Charter School may change the physical location of an Attendance Center, provided that the Charter School fulfills the obligations and provides the information set forth in this Section with respect to such new physical location, and provided further that (1) the Charter School notifies the Board of the proposed change in location not less than 45 days prior to taking any final action in connection therewith; and (2) the Board does not issue a denial to the Charter School within 21

days of its receipt of such notification. The Board shall issue a denial only for good cause.

6. **Financial Operations of Charter School.**

- a. **Financial Management.** The Charter School shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements.
- b. **Budget and Cash Flow.** The Charter School shall prepare and provide to the Board a copy of its annual budget and cash flow projections for each fiscal year by no later than July 1 of such fiscal year. The fiscal year for the Charter School shall begin no earlier than August 15 of each year.
- c. **Distribution of Funds.** The Board shall distribute the Charter School Funds, in accordance with this Section and as determined in paragraph 6(d) and its subparts, below, in four quarterly installments payable as set forth herein. All funds distributed to the Charter School from the Board shall be used only for the educational purposes set forth in the Application or as otherwise required or permitted by the Charter School Law. The use of such funds for any other purpose is strictly prohibited.
- d. **Funding Procedure.** The Board shall provide the Charter School with ninety percent (90%) of the school district's per capita tuition. The Board shall calculate the agreed upon per capita tuition payment for each resident pupil enrolled at the Charter School based on the procedure set forth in Illinois School Code; and, as reported to the Illinois State Board of Education on or before January 1 of the year preceding the school year in which the Charter School will be provided said per capita tuition. If the Board does not receive the funding levels approved by the State of Illinois during a school year, the funding levels approved by the Board to the Charter School shall be adjusted in a proportionate amount. The Board shall provide the per capita tuition payment to the Charter School for each pupil enrolled at the Charter School as follows:
 - i. **First Installment.** The amount of the Board's first quarterly payment shall be calculated based upon the number of students enrolled at the Charter School on August 1 of each year, as verified by enrollment data and/or enrollment forms, multiplied by one-quarter (.25) of the per capita tuition amount. The first quarterly payment shall be made within 10 business days of receipt of the information required in this paragraph. It is understood and agreed that the first installment for each school year will be remitted only upon:
 - (1) the Board receiving the enrollment report from the Charter School;
 - (2) the Board receiving the Charter School's by-laws which have been adopted by the Charter Schools board of directors (for the first year

of this Agreement only, unless it is amended by the Charter School thereafter);

- (3) the Board receiving notice that the State Board has issued final charter certification to the Charter School (for the first year of this Agreement only, unless it is amended by the Charter School thereafter);
 - (4) the Board receiving and approving the Cost Allocation Plan as required under Paragraph 6(k)(i) (for the first year of this Agreement only, unless it is amended by the Charter School thereafter)
 - (5) the Board receiving all Attendance Center submissions as required under Paragraph 6(p) herein; and,
 - (6) the Board receiving all submissions due on or before July 1 of the first year of this Agreement and/or on or before July 1 of each year of operation including, but not limited to those required under Paragraph 4(i) and its subparts regarding student discipline, Paragraph 4(m) regarding school calendar, Paragraph 5(b) regarding the Charter School's written policies and procedures, Paragraph 5(g) and its subparts regarding building certificates, Paragraph 6(b) regarding budget, and Section 8 regarding insurance.
- ii. Second Installment. The amount of the Board's second quarterly payment shall be calculated based upon the number of students enrolled at the Charter School on October 1 of each year, as verified by attendance records, multiplied by one-quarter (.25) of the per capita tuition amount. The second quarterly payment shall be made no later than October 15 of each year. It is understood and agreed that the second installment for each school year will be remitted only upon the Board receiving all of the information required in this paragraph.
 - iii. Third Installment. The amount of the Board's third quarterly payment shall be calculated based upon the number of students enrolled at the Charter School on the tenth day of the second semester, as verified by attendance records, multiplied by one-quarter (.25) of the per capita tuition amount. The third quarterly payment shall be made within 10 business days of receipt of all of the information required in this paragraph.
 - iv. Fourth Installment. The amount of the Board's fourth quarterly payment shall be calculated based upon the number of students enrolled at the Charter School on April 1 of each year, as verified by attendance records, multiplied by one-quarter (.25) of the per capita tuition amount. The fourth quarterly payment shall be made no later than April 15 of each year.

It is understood and agreed that the fourth installment for each school year will be remitted only upon the Board receiving all of the information required in this paragraph.

- v. Payments shall be adjusted in accordance with the minimum time requirements for creditable pupil attendance days.
- e. Categorical Funds. The Charter School may, at its option, obtain information regarding the categorical (i.e., restricted use) funds received by the Board. In order to receive categorical funds, the Charter School shall furnish the Board with all necessary information including, but not limited to, data regarding students who are enrolled in the Charter School and who meet the eligibility requirements for the applicable categorical funds, such as, for example, Special Education revenues and Title I revenues. Categorical funds to which the Charter School is entitled shall be distributed to the Charter School quarterly on the dates set forth in Section 6(d) hereof on an estimated basis, provided that the Board may adjust any such payment to account for prior deviations between the estimated categorical funds paid and the amount of categorical funds to which the Charter School was entitled during such payment period. Such amounts shall be in addition to the per pupil funding amounts provided under Section 6(d) hereof and shall be sufficient to comply with all provisions of the Charter Schools Law, including Section 27A-11 thereof. It is understood that, to the extent the Charter School, receives such Categorical Funds, the Charter School is required to comply with the statutory and/or regulatory requirements for each such Categorical Fund; and, upon request by the Board, shall be required to present all documentation necessary to demonstrate compliance with the statutory and/or regulatory requirements.
- f. Refund of Unspent Funds. In the event that this Agreement is revoked or is not renewed by the Board, the Charter School shall refund to the Board all unspent and/or unencumbered funds in accordance with Section 27A-11(g) of the Charter Schools Law.
- g. Other Sources of Funds for Charter School. Paragraph 6(d) is not intended to increase or decrease the amount of per capita student tuition to which the Charter School is entitled under the Charter Schools Law. In addition, the parties acknowledge that the Charter School is or may be entitled to other categorical state and federal sources of funds for schools which are not included in the per capita tuition payment.
- h. Tuition and Fees. The Charter School shall not charge tuition to any student, unless such student would otherwise be liable for tuition costs under the School Code. The Charter School may charge reasonable fees, to the extent permitted by law, for textbooks, instructional materials, summer school programs, before and/or after school programs, and student activities.

- i. Outside Funding. The Charter School may accept gifts, donations or grants pursuant to Section 27A-11(d) of the Charter Schools Law, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or to the terms of this Agreement. In the event that the Charter School solicits funding from sources other than those set forth in this Section 6, it shall comply with all applicable State or Federal laws regarding the reporting of charitable solicitations.
- j. Pension Payments. The parties hereby acknowledge and agree that the Charter School shall comply with those provisions of the Illinois Pension Code which specify applicability to, or compliance by, charter schools and it is not the intent of the parties to have the Charter School comply with any other portions of the Pension Code.
- k. Management and Financial Controls. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to:
 - i. the adoption and implementation of a Cost Allocation Plan must be submitted to and approved by the Board prior July 1, 2014 and, thereafter, must be submitted to and approved by the Board to the extent the Charter School seeks to amend the Cost Allocation Plan. The Cost Allocation Plan should follow the cost allocation plan required by Illinois State Board of Education State and Federal Administration Policy;
 - ii. generally accepted accounting procedures;
 - iii. a checking account(s);
 - iv. adequate payroll procedures;
 - v. bylaws;
 - vi. an organization chart; and
 - vii. procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year.
- l. Annual Audits. The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School, reasonably acceptable to the Board, and approved by General Counsel for the Board. The Financial Audits shall include, without limitation:
 - i. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);

- ii. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Accounting Standards; and
- iii. A report on compliance with requirements of applicable laws and regulations as set forth in Section 5 of this Agreement and as otherwise specified in the Charter Schools Law.
- iv. A report on the compliance with the requirements of this Section 6 including, but not limited to the requirements that the Charter School refrain from commingling funds, that the Charter School report interested transactions, and that the charter report actual student attendance.

The Financial Audits shall be provided to the Board no later than November 1 of each year during the term of this Agreement, excepting reasonable delay.

- m. Quarterly Financial Reports. The Charter School shall prepare or cause to be prepared quarterly financial reports in conformance with Exhibit C, which shall be provided to the Board on or before January 14, April 14, July 14 and October 14 of each year, beginning October 14 of the first year in which the school is open, excepting reasonable delay.
- n. Non-charter activities. The Charter School shall keep separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the charter school. Further, the Charter School shall deposit funds received by the Board in a separate and distinct bank account from that used by any other parent, subsidiary or related corporation or entity. The funds received by the Charter School shall be used by the Charter School exclusively for the management and operation of the charter school.
 - i. Any business activities that are not directly related to the management and operation of the Charter School shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems from those recording the business activities of the Charter School.
 - ii. To the extent the Charter School's parent, subsidiary, and/or related businesses, corporations, entities or programs use the personnel, facilities, equipment, supplies, inventory, or other property of the Charter School, the Charter School shall maintain detailed records documenting the times, amount and proportionate usage. The costs associated with such usage shall be charged and accounted for in proportion to the ratio of use by the Charter School.
 - iii. The Charter School shall provide any and all audited financial reports of any parent, subsidiary, and/or related businesses, corporations or entities upon request by the Board.

- iv. The Charter School shall not commingle funds received from the Board. Nor shall the Charter School commingle services and/or programs provided to students who enrolled in the Charter School. Accordingly, to the extent the Charter School is housed in the same building which is used to provide services and programs to individuals not enrolled in the Charter School and/or to the extent the Charter School utilizes job sites which are also used to provide services and programs to individuals not enrolled in the Charter School, the Charter School shall maintain a master schedule of the facilities/job-sites, documenting the dates and times on which such classrooms/job-sites will be allocated for the exclusive use of the Charter School and the names of the instructors/aides who are assigned to provide instruction and/or services in the designated classrooms/job-sites. Charter School students shall be taught in separate and distinct classrooms (including non-traditional classrooms such as job sites) by separate instructors during the Charter School student's designated classroom/job site period. Participants in non-charter school programs shall not be permitted to receive instruction or obtain services in the same classroom (including non-traditional classrooms such as job sites) during designated class periods where such classrooms are being used by the Charter School to provide programs and/or services to Charter School Students. The instructor and aides shall not provide instruction or services to non-charter school students during the same classroom/job-site periods that they are designated as providing such instruction/services to Charter School students.
- o. Interested Transactions. The Charter School shall discretely and clearly record in the accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the charter school, the following:
 - i. financial transactions between the charter school and the non-charter activities of the charter holder;
 - ii. financial transactions between the charter school and an officer or employee of the charter holder or the charter school;
 - iii. financial transactions between the charter school and a member of the governing body of the charter holder or the charter school;
 - iv. financial transactions between the charter school and a management company charged with managing the operations and/or finances of a charter school; and
 - v. financial transactions between the charter school and any other person or entity in a position of influence over the charter holder or the charter school.

- p. Attendance. The Charter School shall maintain accurate enrollment data and daily records of student attendance in accordance with the Illinois State Board of Education's student attendance accounting requirements. The Charter School shall provide enrollment and attendance data to the Board on a monthly basis. The Charter School shall provide the Board with all necessary and required current enrollment and attendance data, utilizing the Board's Student Information System ("SI System") or a secure system that records and tracks the same information which is recorded and tracked in the SI System. Such enrollment and attendance data shall be maintained and updated by the Charter School on the SI System at least monthly or provided to the District at least monthly by the Charter School. To the extent the Charter School elects to utilize the Board's SI System, the Board shall provide the Charter School with the necessary SI System access, software and training to allow Charter School personnel to use the Board's SI System and input enrollment/attendance data. The Charter School shall provide the necessary equipment and connectivity at the Charter School which is necessary to access the SI System.
- q. Withholding of Funds. In the event the Charter School fails to submit to the Board any documents or information required under this Agreement, or fails to follow any law, regulation, procedure and/or policy referenced in this Agreement, excepting reasonable delay due to physical plant casualties, technological failures or circumstances beyond the Charter School's control, the Board may withhold any and all payments of funds to the Charter School providing the Board gives the Charter School written notice enumerating the specific failure(s). Upon the Charter School's compliance with any such failure(s), the Board shall immediately release any and all payments of funds due the Charter School.
7. Purchase Agreement. The Board and the Charter School may enter into a purchase agreement or agreements providing for the purchase by the Charter School from the Board of certain goods, services and materials in connection with the operation of the Charter School.
8. Insurance. The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Such insurance shall include the types of insurance set forth in Exhibit D, attached to First Agreement, subject to the conditions and in no less than the respective limits set forth therein. All insurers shall be licensed by the State of Illinois and rated B+ or better by A. M. Best or a comparable rating service, or be an authorized Risk Retention Group acceptable to the Board.

No later than fifteen (15) days following the date of approval of this Agreement by the Illinois State Board of Education, and each July 1 thereafter, the Charter School shall provide the Board with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in Exhibit D, attached to First Agreement. All such insurance policies shall contain a provision requiring notice to the Board, at least 30 days in advance, of any material change, non-renewal or termination, to the attention of: General Counsel, Rockford Public Schools, 501 7th St., Rockford, IL 61104.

9. **Academic Accountability and Evaluations.**

- a. **Accountability Plan.** The Charter School shall be held accountable by the Board in accordance with the accountability standards set forth in the Charter School's Accountability Plan as well as the No Child Left Behind Act and the corresponding implementing regulations and Illinois state statutes and regulations implementing the No Child Left Behind Act.
- b. **Standardized Tests.** The Charter School shall administer such standardized tests of academic proficiency as are provided for in the Board's policies and procedures, and shall participate in State assessments required by Section 2-3.64 of the School Code. The Board shall notify the Charter School on an annual basis of any changes or additions to the required standardized tests. The Prairie State Achievement Examination (PSAE) or other applicable state achievement examination shall be administered to students in the spring of the second year in which s/he is enrolled. Notwithstanding, the Charter School is not required to administer the PSAE to any student whose permanent student record includes a copy of the scores received by the student or other proof satisfactory to the Board which establishes that the student has taken the PSAE.
- c. All records shall be kept and maintained in accordance with this Agreement, Board policies and regulations, and federal and state law and regulations and shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such. Records to be made to District officials include, but are not limited to, the following:
 - i. School student records including, but not limited to, student cumulative files, student achievement data, policies, special education records, standardized test data, RtI, and related services;
 - ii. Financial records;
 - iii. Educational program records, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted; and,
 - v. Records related to school operations, including health, safety and occupancy requirements.
- d. **Onsite Visits and Inspections.** The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

10. **Specialized Services.** The Charter School shall provide services and accommodations to students with disabilities in accordance with the Individuals with Disabilities Education

Act (20 U.S.C. §1401 et seq.) (the "IDEA"), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) ("Section 504"), and subject to the following additional conditions:

- a. The Charter School shall obtain, adopt, and implement the Board's special education and Section 504 policies and procedures which are applicable to individual schools and are adopted, in existence, and/or otherwise amended during the term of this agreement.
 - b. The Charter School shall obtain from the last enrolled school, the Individualized Education Plan ("IEP") for any student who has transferred to the Charter School from a Rockford Public School and for whom the Board possesses an IEP.
 - c. The Charter School shall notify and invite the Executive Director of Special Education of the Rockford Public Schools and/or his/her designee of any meeting for an initial evaluation of a student who was not identified as eligible and did not have an IEP in his/her educational placement immediately prior to enrolling in the Charter School.
 - d. The Charter School shall provide a full continuum of services to implement the IEP of a student with disabilities.
11. **Comprehensive School Management Contracts.** No entity or party may provide comprehensive school management or operational services to the Charter School except upon the prior and continuing approval of the Board and, to the extent required by law, upon certification by the State Board.
12. **Renewal of Charter; Failure to Renew.** No later than September 1, 2018 and no earlier than May 1, 2018 the Charter School shall provide a written proposal to the Board in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed terms of renewal of the Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal proposal of the Charter School shall contain (1) the most recent annual report and financial statement of the Charter School, and (2) a report on the progress of the charter school in achieving the goals, objectives, pupil performance standards, content standards, and other terms of the initial approved charter proposal.
- The written proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement. The Board shall provide written notice to the Charter School indicating whether, and upon what conditions, it is willing to renew the charter of the Charter School, including any modified terms proposed by the Board. If there is no agreement on the terms of renewal, then the parties shall fulfill their mutual obligations hereunder to the end of the Term of this Agreement. The Board may refuse to renew the Agreement upon a finding that any cause for revocation exists under Section 13 hereof.
13. **Revocation of Charter.** The Board may revoke this Agreement and the charter of the Charter School, in accordance with Section 27A-9 of the Charter Schools Law, if the

Board clearly demonstrates that the charter school failed to comply with the requirements of the Charter Schools Law or did any of the following:

- a. Committed a material breach of any of the conditions, standards, or procedures set forth in this Agreement and specifically, those conditions for Renewal set forth in Schedule 1 which is fully incorporated herein; or
- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement; or
- c. Failed to meet generally accepted standards of fiscal management; or
- d. Violated any provision of law from which the Charter School was not exempted.
- e. In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, the Board shall provide the Charter School with written notice setting forth in detail the grounds for such revocation at least sixty (60) days prior the date the Board takes final action on such revocation.
- f. In addition, the charter of the Charter School may be revoked in the event that the parties agree to terminate this agreement by mutual consent pursuant to Section 22 of this Agreement.

14. **Indemnification.**

- a. To the fullest extent permitted by law, the Charter School shall indemnify, defend and hold harmless the Board, its members, officers, employees, agents, affiliates and representatives, past and present (collectively, the "Board Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property of the Charter School, its faculty, students, patrons, employees, guests or agents, (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, sub-contractors, guests or agents, and/or any breach, defaults, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Board Indemnitee or from any act or omission of the Charter School required by law or this Agreement.
- b. To the fullest extent permitted by law, the Board shall indemnify, defend and hold harmless the Charter School, any successor entity thereto, and their respective members, officers, employees, agents, affiliates and representatives, past and

present (collectively, the "Charter Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Board, its members, agents officers or employees, or (ii) a violation of any law, statute, code, ordinance or regulation by the Board, its members, agents, officers or employees, and/or any breach, defaults, violation or nonperformance by the Board of any term, covenant, condition, duty or obligation provided in this Agreement (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Charter Indemnatee or from any act or omission of the Board required by law or this Agreement.

- c. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.
15. **Disclaimer of Liability.** The parties expressly acknowledge that the Charter School is not operating as the agent, or under the direction and control, of the Board except as required by law or this Agreement, and that the Board assumes no liability for any loss or injury resulting from: (1) the acts and omissions of the Charter School, its directors, trustees, agents, subcontractors or employees; (2) the use and occupancy of the building or buildings occupied by the Charter School, or any matter in connection with the condition of such building or buildings; or (3) any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Board or the Rockford Public Schools to any third party.
16. **Governing Law and Forum.** This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions. The Board and Charter School agree that any claim or dispute which in any way relates to or arises out of any aspect of this Agreement, including, but not limited to, the enforcement of this Agreement, shall be brought and venue shall be proper solely in a Court of competent jurisdiction within Winnebago County of Illinois; and, to this end, each party hereto irrevocably agrees to submit to the jurisdiction of the courts of Winnebago County of Illinois and irrevocably waives any objection which it may have now or hereafter to (a) any suit, action, or proceeding being brought in any such court and (b) any claim that any such any suit, action, or proceeding have been brought in an inconvenient forum.
17. **Waiver.** No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

18. **Counterparts: Signature by Facsimile.** This Agreement may be signed in counterparts, which shall together constitute the original Agreement. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.
19. **Terms and Conditions of Application.** The parties hereto expressly agree that the Application sets forth the overall goals, standards and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Charter School shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement, and the Charter Schools Law. Notwithstanding, to the extent that the Application or any Exhibit attached to the body of this Agreement contradicts the terms and provisions set forth in the body of this Agreement (and specifically, paragraphs 2 through 28 of this Agreement), the terms and provisions set forth in the body of this Agreement shall control.
20. **Amendments.** This Agreement may be amended only by written consent of the parties hereto and, in the case of material amendments, only after submission of such amendments to, and approval by, the Illinois State Board of Education in accordance with Section 27A-6(e) of the Charter Schools Law.
21. **Assignment.** This Agreement may not be assigned or delegated by the Charter School under any circumstances, it being expressly understood that the charter granted hereby runs solely and exclusively to the Charter School.
22. **Termination.** This Agreement may be terminated prior to its expiration by (a) the mutual consent of the parties or (b) revocation of the charter of the Charter School pursuant to Section 13 hereof. Termination of this Agreement for any reason shall serve to immediately revoke the charter granted hereby.
23. **Notices.** Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation) or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Charter School:	Dr. Barbara Forte Executive Director Legacy Academy of Excellence Charter School 4029 Prairie Road Rockford, IL 61102
---------------------------	---

With a copy to: Lisa T. Scruggs
Duane Morris, LLP
190 S. LaSalle Street
Chicago, IL 60603

If to the Board: President
Rockford Board of Education
501 7th Street
Rockford, IL 61104-2092

With copy to: General Counsel
Rockford Board of Education
501 7th Street
Rockford, IL 61104-2092

24. **Severability.** In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
25. **Superseder.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Board and the Charter School. To the extent that any conflict or incompatibility exists between the Application as incorporated herein and the other terms of this Agreement, such other terms of this Agreement shall control. Notwithstanding anything in this Agreement to the contrary, the Charter School does not consent to comply with any laws, regulations or policies from which it is exempted under the Charter Schools Law.
26. **Delegation.** The parties agree and acknowledge that the functions and powers of the Board exercised under this agreement shall not be delegated to any person or entity absent written agreement of the parties.
27. **Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Agreement becoming effective on the effective date hereof, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and that failure to do so shall constitute grounds for the Board to declare this Agreement null and void.
28. **Construction.** This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.
29. **Incorporation of Exhibits.** All exhibits and schedules referenced herein are hereby incorporated into and made a part of this Agreement. Notwithstanding, to the extent that the Application or any Exhibit attached to the body of this Agreement contradicts the terms and provisions set forth in the body of this Agreement (and specifically, paragraphs

ILLINOIS

By: *Kenneth J. Scrivano*

Name: Kenneth J. Scrivano

Title: Board President

By: _____

Name: *Barbara Forte*

Title: *Executive Director*

By: *Lisa Jackson*

Name: Lisa Jackson

Title: Board Secretary

By: _____

Name: _____

Title: _____

ATTEST:

Same Hironaka

Board Report: _____

ATTEST:

By: _____

Name: _____

Approved as to legal form:

Paul Z. Hoang
_____, General Counsel

Title: _____

EXHIBIT C

QUARTERLY FINANCIAL REPORT

SCHOOL NAME: _____

	Quarterly Cash Flow Budget				July 1 to End of Quarter	
	First	Second	Third	Fourth	Budget	Actual
(A) Beginning Cash						
Cash Receipts:						
Per Capita Revenues						
State Chapter I						
Other Categorical:						
Grants						
Student Fees						
Other:						
(B) Total Receipts						
Cash Disbursements						
Direct Student Costs:						
Salaries and Benefits:						
Occupancy of Facilities:						
Office:						
Loan payments:						
Other						
(C) Total Disbursements						
(D) Net Receipts (B - C)						
Ending Cash (A + D)						

Notes:

The first dates of each quarter are July 1, October 1, January 1, and April 1.

Do not include capital loan proceeds and disbursements.

Ending Cash should correspond to actual bank balance.

Direct Student Costs: Classroom supplies, educational materials, instructional equipment, computers, field study, etc.

Salaries and Benefits: Salaries, pension, payroll taxes, health benefits, staff development.

Occupancy of Facilities: Rent or mortgage, utilities, maintenance.

Schedule 1
Renewal Conditions

Pursuant to Paragraph 3 of the Charter School Agreement, the Charter School acknowledges and agrees that the Board may revoke its renewal of the Charter School Agreement upon a determination by the Board that the Charter School has not fulfilled the conditions set forth below:

1. **Open Meetings Act –**

- a. The Charter School must identify an Open Meetings Act Compliance Officer, with said Officer providing proof of completion of the Illinois Attorney General's Office Open Meetings Act Training prior to August 1, 2014.
- b. The current Charter School board must provide proof of completion of the Illinois Attorney General's Office Open Meetings Act Training prior to October 1, 2014. Thereafter, any new Charter School board members must complete the Illinois Attorney General's Office Open Meetings Act Training within ninety (90) days of being appointed to the board. Proof of the completion of the Illinois Attorney General's Office Open Meetings Act Training must be submitted to the District within thirty (30) days of the date of completion.
- c. For the duration of the 2014-2015 school term, proof of compliance with all Open Meetings Act requirements, including meeting notice requirements, as well as copies of agendas and minutes, including those for Committee meetings and Board meetings, must be provided to the School District's General Counsel. Notices, agendas, and minutes must be provided to the District's General Counsel when they are made available for the public, pursuant to the Open Meetings Act. Some of the statutory requirements that need to be remedied are outlined below:
 - i. The Open Meetings Act defines a "Meeting" as any type of gathering by the majority of a quorum of the board, or if it is a five member board, a quorum of the members, that is for the purpose of discussing the business of Legacy. Legacy, pursuant to the Charter School's Law and the Charter School Agreement, is required to comply with the Open Meetings Act. Therefore, any time there is going to be a meeting of the members of the board of Legacy, Legacy will comply with the notice requirements of the Open Meetings Act and provide agendas for such meetings.
 - ii. The Open Meetings Act also requires that at the beginning of each calendar or fiscal year, that the boards subject to the Open Meetings Act post a notice of the regular meetings. That posting must include the dates, time and location of the meetings. Legacy needs to comply with this provision and post such a notice and place it in its main office as well as on its website. Prior to each meeting, Legacy shall post an agenda for that particular meeting also at its principal office as well as on its website.

This agenda has to be published at least 48 hours in advance of the meeting.

- iii. Legacy will maintain and keep minutes of each meeting of its board. Those minutes must contain the date, time and place of the meeting, a roll call of the board members and identification of which board members are present and which are not present and a summary of all discussions held at that meeting. In addition, when any votes are taken, a record of the votes must be maintained. The minutes of each public meeting must be approved by the board within 30 days after the date of that meeting or at the public body's second subsequent regular meeting, whichever is later. In addition, if there is a closed session of the board, Legacy must maintain a verbatim record of the closed meetings in the form of an audio or video recording and must prepare separate minutes for closed sessions which are to be reviewed and approved by the board in accordance with the Open Meetings Act. Legacy must comply with this structure of conducting its meetings and recording the minutes in accordance with the Open Meetings Act. All minutes, once approved by the Board, are to be timely posted on Legacy's website.
- iv. Closed Session - A public body can close a meeting to the public only if its members are discussing a topic that is listed in section 2(c) of the Open Meetings Act. 5 ILCS 120/2. If a public body wants to hold a closed session, the public body must first meet in a properly noticed open meeting, then vote to close the meeting by a majority vote of a quorum present. The public body must cite the specific exemption in the Open Meetings Act that applies and allows the closure of the meeting. A public body may not take any final action in a closed session. 5 ILCS 120/2(e). A public body must make a verbatim record, by audio or video, of any closed session and take minutes of the meeting and must meet semi-annually to review such minutes and determine whether the minutes need to remain confidential. 5 ILCS 120/2.06.

2. Formal Evaluation Plans --

- a. Teacher Evaluations - The Charter School must submit a proposed draft of a formalized teacher evaluation plan prior to the first school day of the 2014-2015 school year. The Charter School must work with the District to finalize the teacher evaluation plan by October 1, 2014.
 - b. Program Evaluations - The Charter School must submit a proposed draft of a formalized program evaluation plan prior to the first school day of the 2014-2015 school year. The Charter School must work with the District to finalize the program evaluation plan by December 1, 2014.
3. Charter School Accountability Plan (the "Plan") - The Charter School must submit a proposed draft of an Accountability Plan, addressing student achievement goals, and

meeting the criteria detailed below, by July 1, 2014. If the District finds the proposed Accountability Plan deficient, the Charter School will have thirty (30) days following the receipt of the District's notice of deficiency to submit a revised Accountability Plan correcting the noted deficiencies in the manner outlined by the District. A report of Plan progress must be submitted to the District quarterly throughout the length of the agreement, along with financial report submissions.

- a. Content – the Plan must address goals for 2014-2019, and must include, but is not limited to, the following information and data:
 - i. Educational Goals as set forth in the charter's renewal application.
 - ii. Financial and Operational Goals as set forth in the charter's renewal application.
 - iii. Annual state student assessment goals for all subjects tested.
 - iv. Timeline for evaluations of all teachers.
- b. Format – the Plan must meet the following standards:
 - i. Specific – Goals must be clearly and concisely stated, and tied to academic standards that specify what students should know and be able to do, for each subject or content area and for each grade, age, or other grouping level.
 - ii. Measurable – Goals must be tied to measurable results to be achieved.
 - iii. Attainable – Goals must be based on a well-informed assessment of the Charter School's capacities and students' baseline achievement levels.
 - iv. Time-Specific with Target Date – Goals must specify a time frame or target date for achievement. The Charter School must specify both long-term goals that it expects to achieve by the end of the fifth year of the Renewal Agreement, along with annual benchmarks that will enable the school, authorizer and other stakeholders to monitor and assess the pace of progress.
- c. Report – the report of the Plan progress must be submitted to the District quarterly, along with financial report submissions, and must include the following information:
 - i. Quarterly progress on Educational Goals, including:
 - (1) For each student the most recent assessment information including test type, score and range, performance descriptors, percentiles, lexiles, and projections.

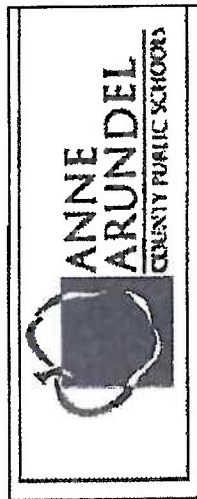
- ii. Quarterly progress on Operational and Financial Goals.
- iii. List of teachers who have started or completed their evaluation by administration.

Attached hereto, as Exhibit #1, are sample accountability plans for the Charter School's reference. The format of the accountability plan in Exhibit #1a is recommended by the District.

- 4. Student Data Collection – The Charter School must submit proof of regular data collection regarding student achievement, interim assessment scores, student discipline, and student services within ten (10) days of the end of each grading period.
- 5. Leadership Meeting Structure – The Charter School, prior to July 1, 2014, must submit a plan detailing meeting dates and meeting structure. The plan must also include a detailed plan for implementation of a self-evaluation tool for the Charter School Board.
- 6. Legacy shall be in compliance with all the requirements of Section 4(i) (Governance and Operations) of the Charter School Agreement on or before August 15, 2014.
- 7. Legacy shall be in compliance with all the requirements of Section 10 (Specialized Services) of the Charter School Agreement on or before December 31, 2014.

To fulfill the conditions, the Charter School must satisfy each of the above requirements on or before the dates set forth herein. Whether or not a condition has been met shall be determined by the Board at its discretion.

Charter School Sample Accountability Plan



National Association of Charter School
Authorizers



Sample Charter School Accountability Plan

A Charter School Accountability Plan should provide information needed to measure and track the school's progress toward its goals, make program adjustments when needed, and report to parents, the community, and the chartering authority on performance and progress. *It should seek to answer the following questions- How will school leaders know if the school has succeeded? What will students know and be able to do? What will parents say about the program? How will teachers know what students have learned? Has the school accomplished its mission and vision? How will the governing board know that the school is accomplishing what it set out in the original application?*

The Accountability Plan is the mechanism through which the school indicates the outcomes (goals) and performance levels (annual measurable outcomes) to which it is accountable. It is important to recognize that the performance of charter schools will also be compared by the public and the media to that of traditional public schools and with other public charter schools. The design of an Accountability Plan needs to acknowledge and prepare for this inevitable comparison.

The Accountability Plan should provide information needed to assure strong performance and continuous improvement over the foreseeable future of the school. The Plan should place a particular emphasis on documenting performance and progress over a three-year period from receipt of the charter.

The accountability plan should include components of the following items:

- Is the educational program a success?
- How will the public charter school provide evidence of significantly improved or persistently strong student performance?
- How will the public charter school measure progress towards both its academic and nonacademic goals?
- Is the school a viable organization?
- Are the distinctive programs of the school fully implemented and operating as intended?
- Do teachers and other staff have the training and resources they need, and are they performing effectively?
- Is the school maintaining effective leadership by its Governing Board, competent management of its operations, and responsible use of the public funds under its stewardship?
- Is the school in compliance with the rules under which it operates?
- Is the school meeting the requirements of applicable laws and regulations?
- Is the school meeting the terms of the charter agreement and faithfully implementing the plans contained in the application?

Sample Charter School Accountability Plan

Essential Elements:

A. A general statement about what the school wants to achieve.

- Goals that focus on outcomes that are measurable, or that are accompanied by annual outcome measures that specify measurable outcomes for each goal;
- Student performance goals that are linked to a well-defined set of academic standards that specify both content and performance; and
- Non-academic goals for the school that are related to such indicators as student attendance and retention, graduation rates (if applicable), types and frequency of disciplinary incidents (e.g., suspensions, expulsions), parent participation, and teacher retention.

Examples of Goals

- Students will be proficient readers.
- Staff will communicate effectively with parents.
- Governing Board will operate using nonprofit best practices.

B. A set of Annual Outcomes that specify what will be measured.

- At least one indicator specified for each goal, with multiple indicators specified for some goals; and
- Indicators that are aligned with goals and that will provide a reasonable basis upon which to judge the degree to which the goal has been met.

Examples of Annual Outcomes

- Charter School will meet its reading AMD of 86% for the 2013-2014 School Year.
- For the 2013-2014 SY, 80% of parents will indicate through a parent satisfaction survey that they are satisfied with their school.
- By the end of the 2013-2014 SY, school's governing board will complete a strategic plan.

C. Long-term performance targets (benchmarks).

- Provisions for establishing baseline performance levels for each goal and its associated indicator(s).
- One-year and three-year performance targets, as well as annual intermediate benchmarks for each performance indicator.

Sample Charter School Accountability Plan

D. Measurement tools capable of supplying the information needed to judge performance.

- A design for measuring student performance that will provide credible evidence of academic progress, use corresponding assessment tools annually so as to produce longitudinal data over the term of the charter, employ multiple tools for assessing student performance (which must include any required district-wide assessments, but may also include other norm referenced tests, criterion referenced tests, authentic or performance assessments such as student portfolios, tests that measure the mastery of academic standards, etc.)

Examples of Measurement Tools

- MSA/HSA
- Internal benchmarking
- Portfolio/other assessment methods
- Surveys
- Other collectable data

E. Strategies for attaining the annual outcomes.

- Daily actions and activities that lead to the achievement of our goals and annual outcomes.

Sample Charter School Accountability Plan

School Mission

Section I. Instruction and Student Services

Goal(s)	Annual Outcome Measures	3/5 Year Outcome Measures	Baseline Data	Strategies for Attainment
Students will be proficient readers and writers of the English language.	At the end of the 2014 SY, 87.20% of all tested students in grades 3-8 will perform at the proficient or advanced level on the MSA, meeting the AMO targets.	By the end of the 2017 SY, (%) of all tested students in grades 3-8 will perform at the proficient or advanced level on the MSA.	2012-2013 Reading AMO 86.1%	<ul style="list-style-type: none"> Extended Day Comprehensive assessment program Literacy training for teachers Instruction/Curriculum /Assessment review and alignment
	At the end of the 2013-2014 SY, (%) of all students assessed using MAPS assessment will show at least 1 year of growth in reading from the year prior.		2012-2013 MAPS average student growth results.	<ul style="list-style-type: none"> Implement MAPS assessment with fidelity Intense PD for all staff on the MAPS assessment MAPS will be given at least 3x a year

Sample Charter School Accountability Plan

Instruction and Student Services: Areas to Consider

**Charter school may choose to develop their goals from the following critical areas or develop goals using separate but relevant criteria.*

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ MSA/HSA Data ▪ Other Student Performance Assessments ▪ Student Academic Growth ▪ Non Testing Assessment Methods ▪ Academic goals/objectives/mission/vision from the originally approved application. | <ul style="list-style-type: none"> ▪ Contribution to AACPS ▪ Instructional Strategies ▪ Academic Interventions ▪ Special Education Instruction ▪ Professional Development Effectiveness |
|--|--|

Section 2. Business and Management Services

Goal(s)	Annual Outcome Measures	3/5 Year Outcome Measures	Baseline Data	Strategies for Attainment
School will operate within its approved budget.	At the end of the 2014 SY, Charter School's revenues will be greater than its expenses resulting in a surplus of at least 20K.	By the end of the 2017 SY, charter school will have operated with a surplus each of the three preceding year building up a cash reserve of 80K.	2012-2013 Annual Budget showed a 10K surplus.	<ul style="list-style-type: none"> ➤ Constant Budget monitoring by Business manager. ➤ Monthly meetings to report updated financials
School will complete an annual audit	At the end of the 2014 SY, annual financial audit will show no adverse findings.	By the end of the 2017 SY, charter school will have a clean audit each of the three preceding year.	2012-2013 Financial Audit showed no findings.	<ul style="list-style-type: none"> ➤ Clear and consistent internal control procedures. ➤ Finance Committee which oversees the budget and spending.

Sample Charter School Accountability Plan

Business and Management Services: Areas to Consider

**Charter school may choose to develop their goals from the following critical areas or develop goals using separate but relevant criteria.*

- Annual Financial Comparisons between projected and actual budgets
- Financial Challenges
- Internal Financial Controls
- Financial Transactions
- Financial Oversight
- Funding Breakdown by Category
- Financial Audits

Section 3. School Climate

Goal(s)	Annual Outcome Measures	3/5 Year Outcome Measures	Baseline Data	Strategies for Attainment
School will operate at full enrollment capacity.	By September 30, 2014, charter school will certify an enrollment of 630 students in grades K-8.	By the end of the 2017 SY, charter school will have met their September 30 th enrollment goals in each of the previous years.	2012-2013 September 30 certified enrollment.	<ul style="list-style-type: none"> ➤ Marketing and recruiting plan. ➤ Annual open houses ➤ Strong program that attracts students ➤ Strong customer service which provides for a friendly inviting atmosphere for prospective families.
School will experience little student turnover.	At the end of the 2014 SY, charter school will retain at least 95% of eligible students.	By the end of the 2017 SY, charter school will have retained at least 95% of their eligible students in each of the previous years.	2012-2013 Financial Audit showed no findings.	<ul style="list-style-type: none"> ➤ Marketing and recruiting plan. ➤ Annual open houses ➤ Strong program that attracts students ➤ Strong customer service which provides for a friendly inviting atmosphere for prospective families.
School will maintain a positive school climate.	By the end of the 2014 SY, 98% of parents will demonstrate through a parent satisfaction survey a high level of satisfaction with the school.	By the end of the 2017 SY, charter school will maintain an ongoing rate of parent satisfaction of around 98% or above.	2012-2013 Parent satisfaction data	<ul style="list-style-type: none"> ➤ Ongoing communication with parents (email, teacher contacts, principal letter, annual reports) ➤ Opportunities for parent involvement ➤ Strong academic program ➤ High quality teaching staff

Sample Charter School Accountability Plan

School Climate: Areas to Consider

**Charter school may choose to develop their goals from the following critical areas or develop goals using separate but relevant criteria.*

Student Enrollment:

- Student Enrollment
- Teacher- Student Ratio
- Demographic Breakdown
- Enrollment Trends

Safe Schools:

- Behavioral Analysis
- Other non-academic strategies
- Behavior Interventions

School Climate:

- Parent satisfaction
- Staff retention and turnover
- Measures of school climate
- Extra-Curricular Activities

Section 4. Governance and Management

Goal(s)	Annual Outcome Measures	3/5 Year Outcome Measures	Baseline Data	Strategies for Attainment
School will be operated with strong Board Governance Practices.	Throughout the 2014-2015 SY, school will operate with a fully functioning board, hold monthly meetings and advertise meeting publically.		2012-2013 Board composition, meeting dates and minutes.	<ul style="list-style-type: none"> ➤ Consistent 5 member board composition ➤ Fidelity to monthly meeting schedule ➤ Strategic board planning ➤ Annual board training and retreat

Sample Charter School Accountability Plan

Governance and Management: Areas to Consider

**Charter school may choose to develop their goals from the following critical areas or develop goals using separate but relevant criteria.*

- Board Composition and Turnover
- Board Responsibilities
- Evaluation of School Leadership
- Strategic Planning/Board Trainings
- Board Communication with stakeholders
- Financial Oversight
- Operator Effectiveness
- Reflection

Section 5. Parent and Community Involvement

Goal(s)	Annual Outcome Measures	3/5 Year Outcome Measures	Baseline Data	Strategies for Attainment
School will maintain a high level of parental engagement.	By the June 2014, each child's parent will have contributed at least 5 hours of volunteer work at the school.	Each year through 2017, each child's parent will have contributed at least 5 hours of volunteer work at the school.	2012-2013 Parental engagement hours.	<ul style="list-style-type: none"> ➤ Market all volunteer opportunities to all parents. ➤ Create ongoing parental engagement activities ➤ Establish a strong PTO
School will engage in community and business partnerships.	By June 2014, school will have partnered with at least 5 business/community organization which align with the school mission and vision.	By June 2017, school will have at least 20 solid business partnerships.	2012-2013 Business partnerships.	<ul style="list-style-type: none"> ➤ Strong community outreach committee ➤ Market the school within the community and with local business ➤ Create opportunities for local business to contribute to the school in various ways.

Sample Charter School Accountability Plan

Parent and Community Involvement : Areas to Consider

**Charter school may choose to develop their goals from the following critical areas or develop goals using separate but relevant criteria.*

- Parental Activities, PTO, Business and Community Partnerships

Section 6. Operational Compliance

Goal(s)	Annual Outcome Measures	3/5 Year Outcome Measures	Baseline Data	Strategies for Attainment
School will operate in compliance with its charter contract and AACPS policies and procedures.	By June 2014, school will be 100% compliant with share point.	School will be 100% compliant each year with share point.	2012-2013 share point completion	<ul style="list-style-type: none"> ➤ School has individual monitoring the share point site.
	School will operate annually in 100% compliance of the approved charter school contract resulting in a positive annual charter school site visit.		2012-2013 AACPS site visit findings related to compliance.	<ul style="list-style-type: none"> ➤ Strong procedures and structures within the school which are monitored daily. ➤ Staff and administration is held accountable to all AACPS policies and procedures. ➤ Staff of school has a copy of the charter agreement and has read it.

Operational Compliance: Areas to Consider

**Charter school may choose to develop their goals from the following critical areas or develop goals using separate but relevant criteria.*

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Student enrollment/Lottery procedures ▪ Facilities compliance ▪ Share point ▪ Charter Contract | <ul style="list-style-type: none"> ▪ Transportation ▪ Human Resources ▪ Special Education |
|---|--|

**Each of the items listed are areas which will be measured and assessed as part of the AACPS annual site review as well as the renewal process. It would be in the best interest of the charter school to create goals and measures that address many of these areas.*

Creating Performance Goals and Measures for Your Charter School¹

This document is designed to provide guidance and assistance in developing sound goals and measures – both educational and organizational – for inclusion in your charter agreement with [Authorizing Agency]. The following guidance focuses especially on providing deeper guidance for developing strong *educational* goals and measures – i.e., those that will comprise the **Academic and Student Non-Academic Performance** indicators of your charter agreement.

This task demands particular attention because educational performance indicators are often more challenging to state in meaningful, objective terms than are non-educational measures, such as those focusing on **Organizational and Management Performance** (the third category of performance indicators required for your charter agreement). However, the principles for developing all of these types of goals and measures are very similar; thus, to the extent applicable, you should follow the guidance in these pages for developing your non-educational goals and measures as well.

I. General Criteria for Goals

Goals should be SMART:

- **Specific and Tied to Standards**
- **Measurable**
- **Ambitious and Attainable**
- **Reflective of Your Mission**
- **Time-Specific with Target Date**

1. Specific

A well-defined goal must be specific, clearly and concisely stated, and easily understood. Academic goals should be tied to academic standards that specify what students should

¹ This document was first developed by Margaret Lin as a guidance tool for the Charter Schools Office of Ball State University (IN) to offer to the schools it oversees. It has been adapted for distribution at the Annual Conference of the National Association of Charter School Authorizers, Nov. 13-14, 2003, San Diego, CA.

Many of the concepts, definitions and principles in these pages are adapted from the following sources: *Measuring Up: How Chicago's Charter Schools Make Their Missions Count*, by Margaret Lin (Leadership for Quality Education, 2001); *Guidelines for Writing Charter School Accountability Plans, 2001-2002* (Charter Schools Institute, State University of New York), http://www.newyorkcharters.org/chartersny/act_guide.html; and "Some Expectations Regarding the Contents of Charter School Accountability Plans," District of Columbia Public Charter School Board.

know and be able to do, for each subject or content area and for each grade, age, or other grouping level. Equally important, academic goals should be developed with solid knowledge of students' **baseline achievement levels**.

2. Measurable

A goal should be tied to measurable results to be achieved. Measurement is then simply an assessment of success or failure in achieving the goal.

3. Ambitious and Attainable

A goal should be challenging yet attainable and realistic. Academic goals should be based on a well-informed assessment of your school's capacities and your students' baseline achievement levels.

4. Reflective of Your Mission

A goal should be a natural outgrowth of your school mission, reflecting the school's values and aspirations.

5. Time-Specific with Target Date

A well-conceived goal should specify a time frame or target date for achievement. Ball State expects its charter schools to specify both **long-term goals** that each school expects to achieve by the end of its fourth year of operation, along with **annual benchmarks** that will enable the school, authorizer and other stakeholders to monitor and assess the pace of progress.

Definitions of Key Terms

To develop adequate learning goals and measures, schools should begin with a clear understanding of a few essential terms:

Goal: A clear, measurable statement of what students will know and be able to do in order to be considered "educated" after a certain length of time attending the school.

Standard: A clear, measurable statement of what students will be expected to know (a *content* standard) or be able to do (a *performance* or *skill* standard) at a given point in their development, usually each year and at graduation.

(Standards are usually defined grade-by-grade and subject-by-subject, and are thus more specific than – but necessary to support – overarching school goals.)

Assessment (sometimes also "*measure*"): A method, tool or system to evaluate and demonstrate student progress toward – or mastery of – a particular learning standard or goal.

(**Examples:** A standardized test, or a portfolio-judging system)

Measure: An application of an assessment that defines progress toward or attainment of a goal and indicates the level of performance that will constitute success.

(**Example:** "*Students at the Successful Charter School will improve their performance on the reading portion of the Stanford-9 by at least 3% per year, on average.*")

Assessments – and by extension, measures – should be *valid*, *reliable*, and demonstrate *scoring consistency*:

- **Valid:** Assesses the skill or knowledge it is intended to assess.
- **Reliable:** Provides consistent results when taken repeatedly by the student at a given point in his/her development, as well as by other students at the same point in development.
- **Scoring Consistency:** Produces consistent scores, ratings, results or responses when a particular assessment tool, scoring guide or rubric is used by different evaluators to assess the same student performance or work sample.

II. Essential Principles to Guide the Development of Sound Educational Goals and Measures

- Your mandate as the operator of a charter school is not just to teach well but also to **demonstrate objectively** – in ways that are **clear, understandable and credible** to a variety of external audiences – that you are doing so. Thus, you must measure and report academic progress precisely and extensively.
- Distinguish between **goals** and **measures**. Goals are the starting point, but require valid, reliable ways to **measure** and demonstrate that you have achieved them.
- Make sure that your goals are **clear, specific and measurable**.
- Your measures for attainment of those goals should describe **how you will assess progress**, and **how much progress will constitute success**.
- Educational goals must be connected to a well-defined set of learning standards for both **content** (what students should know) and **performance** (what students should be able to do). Such standards should exist for **every subject or content area and each grade, age or other grouping level** in the school.
- Focus on **outcomes and evidence of learning**, not inputs. For example, participation rates or the number of hours spent on an activity are *not* sufficient measures of success. Participation and investment of time are necessary first steps, but they are inputs, not measures of learning and accomplishment.
- In developing goals for your accountability plan, focus on **what's most important**. Ten or fewer clear, well-chosen and carefully measured educational goals (for both Academic and Student Non-Academic Performance) should allow you to provide a convincing story of your progress and achievements – and will be more effective than listing a score of vague, trivial, redundant or hard-to-measure indicators.
- The measures you develop to assess achievement of each goal, if not based on standardized assessments, should be demonstrably **valid and reliable**. (The attached framework will provide some help in developing validity and reliability of assessments.)

A Note on Defining Standards: Milestones on the Path to Broader School Goals

Educational goals must be tied to clear content and performance standards specifying what you expect your students to know and be able to do in order to graduate or be promoted to the next level. These standards need only to be referenced in your accountability plan, but they form the foundation of your school's education program. As such, selecting and developing grade-by-grade, subject-by-subject standards is an essential component of accountability planning that goes hand-in-hand with broader goal-setting.

Of course, many of your school standards will be Indiana state standards. However, most schools have important aims beyond the state requirements, and developing these supplemental standards is a technically challenging task. It usually consists of several steps, including:

1. Articulating desired characteristics of "educated" students at a general level – or setting your school's overarching goals;
2. Breaking these general qualities and goals into more concrete graduation or exit standards; and
3. Benchmarking these exit standards down into specific and measurable grade-age-level content and performance standards.²

III. Practical Steps for Developing Sound Educational Goals and Measures

- **Define a set of goals** that describe what success will look like at your school. These goals should be carefully selected to reflect the **breadth and depth of your mission**, and should answer critical questions such as: *How will you know if your school is succeeding (or not)? What will be important characteristics of "educated students" at your school? What will students know and be able to do after a certain period of time?*
- **Outline your goals in precise, declarative sentences.** Example: "All students at the Excelencia Charter School will be proficient readers and writers of Spanish within four years of enrolling."
- **Identify at least one and possibly multiple measures** to assess and demonstrate progress toward each goal. These measures must indicate both (1) the **level of performance** you will expect your school or students to achieve, and (2) **how much progress will indicate success.** (It is not sufficient to say you'll administer a certain type of assessment; you must explain how you expect your students to perform on it to demonstrate progress and success.)

²Adapted from *Accountability for Student Performance: An Annotated Resource Guide for Shaping an Accountability Plan for Your Charter School* (Charter Friends National Network, 2nd ed., 2001), p. 5, <http://www.charterfriends.org/accountability.doc>.

- You may develop different types of measures to assess (1) **absolute achievement**; (2) **student growth or gains**; or (3) **achievement compared to other schools**. (The box below provides an example of different ways to measure achievement of the same goal.)
- For every goal, choose means of assessment that **make non-attainment** of the goal as **objectively apparent** as success. That is, the assessment(s) should tell you (and external audiences) immediately whether you have achieved a particular goal or not.
- Make sure that your measures of student learning are based on knowledge of your students' **baseline achievement levels**. Without such knowledge, your measures will not be meaningful or realistic.
- Set **long-term goals** as well as **intermediate (typically annual) benchmarks** to assess progress. Administer assessments corresponding to this timeline to provide longitudinal data over the term of the charter.
- To have time to counter learning deficits that students may have upon entering your school, you may consider setting certain goals for students who have been enrolled in your school for a **certain period of time**, such as "students who have been in the school for at least three years."
- For every measure you develop, ask yourself, "Will this measure be readily understandable and **credible** to someone who doesn't spend a day or a week in our school getting to know us?" Remember, your school will be judged by the media, community leaders and the public at large, in addition to your authorizer and parents. For measures not based on standardized tests, establishing external credibility typically requires demonstrating **validity** and **reliability**. (The attached framework offers an overview of one way for schools to do this.)
- Understand what data you will need to gather to support each measure. Remember, *if you have no data, you have no case* proving your school's achievements. Likewise, if you have insufficient data, you have an insufficient case.

There is no single best way to measure achievement of a particular goal. As charter schools, you are free to choose measures that you prefer, provided that they are also meaningful and persuasive to external audiences.

The following example shows how three different measures might be applied to a single learning goal. (These goals could be developed by one school or by three different schools that have the same goal.) Note that each measure describes **how progress will be assessed** and **how much progress will constitute success**. The third measure allows the school to assess skills beyond those measured on standardized tests, and would thus require some demonstration of validity and reliability or be used in addition to externally validated assessments.³

³ Adapted from *Guidelines for Writing Charter School Accountability Plans, 2001-2002* (Charter Schools Institute, State University of New York), p. 4, http://www.newyorkcharters.org/chartersmy/ast_guide.html.

Example

Goal: "All students at the Remarkable Charter School will become proficient readers of English within three years of enrolling at our school."

Measures:

- "Students at the Remarkable Charter School will improve their performance on the reading portion of the Stanford-9 by at least 3% per year, on average."
(Measuring growth)
- "Students at the Remarkable Charter School will perform at a level higher than their peers in the Cheerful School District on the English & Language Arts portion of Required State Examination in all grades, as demonstrated by a greater percentage of students passing and by a higher overall average student score."
(Assessing comparative performance)
- "All students at the Remarkable Charter School will read aloud and discuss an essay of literary significance before a panel of teachers and outside experts at the end of their 8th and 10th grade years, achieving a "Proficient" or higher rating from the panel for each of the following skills: elocution, comprehension and analysis."⁴
(Performance-based assessment)

IV. Developing Non-Educational Goals and Measures

In addition to goals and measures for student learning, your charter agreement will require a few goals and measures for **Organizational and Management Performance**. Many of the general principles and steps outlined above are useful to follow in developing these indicators, though the framing question to guide your efforts here is:

In addition to educational measures, what evidence will show that your school is an effective, well-run institution?

This will be your opportunity to demonstrate success in non-educational areas such as:

- Financial management and performance
- Strength and stability of governance
- Facilities and other operational management
- Strength of community
- Satisfaction of diverse stakeholders

⁴ *Ibid.*

V. "From Qualitative to Quantitative": A Framework for Creating Unique Learning Measures⁵

Below is a six-step framework followed by charter schools in Chicago for designing **valid, reliable** measures of learning in areas not typically assessed by standardized tests. This framework may be helpful to schools attempting to create their own externally credible measures in similarly difficult-to-measure areas.

1. Define Clear Standards

Define: What are our ultimate goals for our students and graduates? What do we expect them to know and be able to do before promotion to the next grade level or graduation?

Have the standards externally reviewed by experts and community members (e.g., standards and subject-area experts, curriculum specialists, university professors, other educators, school district administrators, school governing board members, parents)

2. Design Assessments Aligned with Those Standards

Define: How can students demonstrate they have reached our standards?

3. Develop Scoring Tools or Rubrics

- For every assessment designed to measure attainment of a particular standard, first **define:** What are the essential features of a student performance or sample of work that meets the standard? That exceeds the standard? That does not meet the standard?
- Create a scoring tool or guide that rates student performance or work by applying these criteria.
- Assign point values to express students' overall attainment or non-attainment of the standard (for example: 3 = exceeds standard; 2 = meets standard; 1 = does not meet standard).
- Train teachers and other assessors to use the scoring guides or rubrics consistently.

4. Test the Reliability of Assessments

Pilot assessments and scoring tools repeatedly to ensure **scoring consistency and accuracy** across different evaluators and assessment occasions. Try an **audit-like process** in piloting and refining an assessment – for example, double- or triple-score every fifth sample of student work, compare scoring responses, and revise or clarify

⁵ From *Measuring Up: How Chicago's Charter Schools Make Their Missions Count*, by Margaret Lin (Leadership for Quality Education, 2001), pp. 32-33.

the scoring tool as needed to eliminate inconsistent ratings. Use exemplars – samples of student work that should be scored at varying levels – to help achieve consistent interpretation and usage of scoring guides.

5. Translate Student Scores into Aggregate Measures (required for Chicago)

After ensuring the validity and reliability of an assessment, translate student scores on the assessment into aggregate measures: What percent of all students met, exceeded, or did not meet the standard?

6. Communicate Results

Communicate student progress toward the standards by reporting individual and aggregate growth, using students' beginning or baseline performance as the point of comparison. Communicate school results through multiple avenues, such as community meetings and annual or more frequent reports for parents, the public, and the media.

Examples

Examples of goals developed by Chicago charter schools following this framework include:

- **Narrative Writing:** "80% of our students will demonstrate mastery in narrative writing by meeting or exceeding the minimum grade-level standard score for work assessed according to the seven-category Writing Appraisal System." (*North Kenwood-Oakland Charter School*)
- **Oral Expression:** "Within two years, 75% of our students will master speaking effectively in a variety of academic and professional settings." (*North Lawndale College Preparatory Charter High School*)
- **"Scholar Culture":** "75% of our students will master the Scholar Culture standard in the first year of implementing this standard. The target will be raised to 90% in future years. The Scholar Culture standard is as follows: 'Students will attend school prepared to learn with school supplies, a confident attitude and correct interpersonal behavior.'" (*Triumphant Charter School*)

For each of these goals, the school developed measures to assess and demonstrate progress. Each school also had to demonstrate, through repeated testing and refinement, the **validity** and **reliability** of these measures in order to incorporate them in the school's accountability plan.⁶

⁶ Detailed in *Measuring Up*, pp. 17-29.

INITIAL

Mission Statement

The Academy Charter School (ACS) in partnership with the _____ Center and parents, seeks to empower ALL K-5 students to achieve high standards, help them take responsibility for their own learning, and encourage them to explore and affirm human values.

Program Overview

It is the intent of ACS that all K-5 students will become proficient in reading, writing, math, science, and social science, making progress each year towards school achievement standards in preparation to meet or exceed New York State Standards as tested on the NYS exam given in the 4th grade.

The development of a school community built upon the core values of responsibility, integrity, love, celebration of differences, respect, community, and unlimited possibilities is the very heart of the ACS mission. Students taking responsibility for their own learning, exploring and affirming human value is tantamount to our success as a school. ACS will measure these attitudinal and emotional values both qualitatively and quantitatively. Teachers will use a Personal and Social Development Rubric throughout the year, and share results at each quarterly parent student conference. It is our intent to share all results in a quarterly report that will be presented to all stakeholders.

Goal One: Students at ACS will demonstrate proficiency in critical literacy skills.

Measurement:

1. The ACS Comprehensive Benchmark exam will be given twice a year to all Kindergarten and First Grade students, in the Fall and Spring. ** 75% of ACS students will show positive improvement between Fall and Spring.*
2. ACS students will show proficiency in the critical literacy skills of the Early Childhood Literacy Assessment System (ECLAS) along the continuum on the ABC/Sight Words, Phonemic Awareness, Reading, and Writing strands by meeting the following end-of-year benchmarks or higher over three years (K-2):

Grade	Target %	Minimum Standards	Target Standards
End of Grade K	75%	Fountas & Pinnell Level B ECLAS Level 1	Fountas & Pinnell Level C-D ECLAS Level 3
End of Grade 1	75%	Fountas & Pinnell Level F-G ECLAS Level 4	Fountas & Pinnell Level I ECLAS Level 5
End of Grade 2	75%	Fountas & Pinnell Level J-K ECLAS Level 6	Fountas & Pinnell Level N ECLAS finished

3. Beginning in 2nd grade, the average national rank in each cohort of ACS students on The McGraw-Hill Terra Nova Multiple Assessment Test will increase by 5 percentiles per year* until the average national ranking of the cohort is at the 70th percentile.** 75% of students in 2nd, 3rd and 5th grades will show yearly improvement ** on The McGraw-Hill Terra Nova Multiple Assessment.*
4. 75% of ACS students who have been with us for 2 or more years will perform at or above Level Three on the New York State English Language Arts exam** (ELA) given each year to all 4th grade students.
*
5. ACS students will meet or exceed 4th grade District XXX scores as measured on the 4th grade NY state ELA assessment. **

*Students who do not meet the standard will be offered a summer remediation program. Students at the end of the summer program will be reevaluated for proficiency.

**Except where disability precludes it.

FINAL

ACADEMIC PROGRAM

GOAL I: Downtown Charter School students will become proficient readers of the English Language.

Measures:

1. In each cohort of Downtown Charter School students, the average score on the Stanford 9 nationally normed reading test will increase by 5 NCEs a year until the average NCE of the cohort is 70% (grades 5-10).
2. Eighth grade students at Downtown Charter School will meet the Commissioner's reading performance standard, which is a school performance index of 150.
3. On the NYC criterion-referenced reading test for grades 5-7 and on the NY State 8th grade ELA exam, a greater percentage of Downtown Charter School students will score at proficient and advanced levels than will their peers in NYC District 9.
4. Each year in each cohort the average scale score of Downtown Charter School students will improve in relation to level 3 on the New York City and New York State reading/ELA exams. This measure is designed to assess student growth over time on a criterion-referenced test.

UNIQUE PROGRAMMATIC FEATURES

Goal VI: Downtown Charter School students will demonstrate performance skills.

Measures:

1. In the spring of each academic year, Downtown Charter School students will achieve a rating of proficient or better in performance as displayed in a school-wide spring concert rated by a panel of experts in the arts.

Goal VII: Downtown Charter School Students will develop and demonstrate character skills and civic responsibility.

Measures

1. Downtown Charter School uses a point system called Scholar Dollars to measure students' social skills. Each week, Downtown Charter School students (also known as scholars) are awarded 0-5 points (or dollars) in the following 10 areas, seven of which align with our seven core values, the *Seven Cs*.
 - Attendance
 - Following their STEPS (Sitting up straight, Tracking the speaker; Enriching the class; Paying Attention, and Showing they understand).
 - *Commitment*/effort on homework and class work
 - *Curiosity*/participation
 - *Competence*/academic excellence
 - *Caring*/being a good teammate

- *Character/following directions*
- *Confidence & Courage / improvement and extra effort*
- *Creative expression*

The dollars are then tallied, brought home by students whose parents look over the reports, sign them and return them back to the school (via the scholar). While scholars can earn up to \$50, a minimum of \$35 on a scholar dollar report informs parents and students that the student is meeting Downtown Charter School's minimum social standards required by. *By the end of each academic year 70% of Downtown Charter School scholars will have scholar dollar averages of \$35 or better.*

2. In the spring of each academic year, Downtown Charter School will be rated a safe school by 3-5 educators and other professionals invited to drop in with or without notice to evaluate (a) the safety of our school, and (b) the level at which Downtown Charter School scholars display the behavior and character measured by the scholar dollar report.
3. By the end of each academic year, all Downtown Charter School scholars will display civic responsibility by completing a minimum of two community service projects (lead by their Downtown Charter School advisor).
4. In the spring of each academic year, Downtown Charter School will earn a satisfactory or better rating from 70% of Downtown Charter School parents / guardians on a survey assessing how Downtown Charter School fosters their child's character and civic responsibility.

INITIAL MISSION STATEMENT

The continuing mission of the Community Charter School is to create a community that fosters the growth of our members in an environment that is both supportive and challenging. In this community everyone is celebrated, respected, and heard. All are intellectually engaged, socially concerned, ethically responsible, and culturally open-minded.

ACADEMIC PROGRAM

Goal 1: All students will become competent readers, writers and speakers of English.

Measure 1: Each cohort of students will improve their reading scores by an average of one stanine per year, as measured by the Stanford Achievement tests.

Measure 2: Children in grades k-1 will demonstrate mastery on the Marie Clay Basic Reading inventory between pre-test on entrance and post test at the end of the first grade year .

Measure 3: Children in grades 2-5 will demonstrate an average of five percent gains in each grade level on standard measures of achievement, including the Stanford's and/or the Terra Novas, between their pretest and post-test results.

Measure 4: Seventy-five per cent of students who are part of a two-year cohort will demonstrate achievement of State standards in the area of English Language Arts.

Measure 5: Comparatively, a greater percentage of students at The Community Charter School who have attended for at least two years, will attain level three of the New York State Test than students who are attending similar schools, according to the similar schools formula used by the New York State Education Department

Measure 6: Students who have not achieved a score of at least three on the fourth grade English Language Arts assessment will achieve satisfactory grade on the subsequently administered Terra Nova in grade five .

Measure 7: Students will improve in their public measures of achievement as measured by outside community reviewers from a level of 65% to 80% over three years of attendance at the Community Charter School, as measured by Component Benchmarks Assessments

INITIAL

Unique Programmatic Areas

The Community Charter School has a commitment to an Arts based approach to learning. The Arts are not readily reduced to test scores but we maintain that the Arts provide an avenue for expression and an outlet for creative viewing of the world around us that are as explicitly valuable as achievement scores on standardized measures. As such we submit the following goals and measures of achievement in the Arts.

Goal 1: Students attending the Community Charter School will demonstrate notable outcomes in the area of artistic expression.

Measure 1: Seventy five percent of students who have been attendance at The Community Charter School for at least two years participating in the visual arts will submit a piece to a contest or public display.

Measure 2: 100% of students will participate in public demonstrations of their work in the Arts.

Measure 3: Students will publicly perform in the area of kinesthetic Arts

Measure 4: Students will write for publication with attention to poetry, essay and letter writing .

Measure 5: 100% of students will participate in multimedia presentations in research .

Unique to The Community Charter School is the approach to thematic instruction. Outcomes on themes will demonstrate an integrated understanding of major curricular concepts.

Goal 1: Students who have received at least sixty-five weeks of instruction at the Community Charter School will demonstrate through project completion, an understanding of the links between curricular areas.

Measure 1: Students will complete a research-based project, which demonstrates at least five curricular strands.

Measure 2: At least 85% of the students completing the research based project will achieve scores averaging 75% on the component benchmark assessment rubric established by the teaching staff and measured by community experts invited to judge the student work .

Measure 3: Seventy five percent of students in grade five who have attended The Community Charter School for at least two years, will be able to write a coherent essay on a contemporary issue, attaining at least a level three on a four point rubric when measured by outside evaluators..

FINAL

MISSION STATEMENT

Recognizing that our members are complex human beings with intellectual, social, spiritual, and emotional dimensions, the continuing mission of the Community Charter School is to create a community that fosters the growth of our members, in each dimension, in an environment that is both supportive and challenging. In the CCS community members are respected, intellectually engaged and socially involved. Accordingly, academic achievement, as aligned with New York State Standards, will be demonstrated through multiple measures of student learning.

ACADEMIC PROGRAM

Goal 1: All students will become competent readers, writers, speakers and listeners of English.

ELA Measure 1: Each year, each cohort of students will improve their scores on the Reading section of the Stanford Achievement Test, 9th edition, by 3 percentage points per year. This will be 3 percentage points between second and third grade and 6 percentage points between third and fifth grade.

ELA Measure 2: All first grade students will achieve stanine level 7, 8, or 9 on each subtest of the Marie Clay Observation Survey at the end of first grade.

ELA Measure 3: At the end of the year, K-5 students will demonstrate grade level or above mastery in reading on the New York State Early Literacy Profile by the staff ensuring inter-rater reliability measures.

ELA Measure 4: At the end of the year, K-5 students will demonstrate grade level or above mastery in writing on the New York State Early Literacy Profile by the staff ensuring inter-rater reliability measures.

ELA Measure 5: Using the NYS-4th Grade English Language Arts Exam, CCS 4th graders will meet or exceed the prevailing State standard (Proficiency) set forth by the Regents as measured by the School Accountability Performance Index, currently set at an index of 150.

ELA Measure 6: A greater percentage of students at the Community Charter School will attain proficiency on the 4th grade English Language Arts Test than students attending similar schools, namely School 2 and Gifford Elementary in the _____ School District.

UNIQUE PROGRAM AREAS

The Community Charter School has a commitment to an interdisciplinary and arts based approach to learning, which is the core of our unique program area.

Goal 12: Students will demonstrate academic achievement through participation in and completion of interdisciplinary projects.

Interdisciplinary Measure 1: Each year, every student will complete three interdisciplinary projects, which will be assessed using rubrics tested for reliability and validity that are linked to state standards in reading, writing and the content areas.

Goal 13: Students attending the Community Charter School will demonstrate improvement in artistic skills.

Artistic Skills Measure 1: The art teachers will assess student portfolios bi-annually, at the end of first, third, and fifth grade. They will assess developmental artistic progress and skills using a teacher developed measure based on national developmental standards.

INITIAL

HUDSON CHARTER SCHOOL ACCOUNTABILITY PLAN

MISSION STATEMENT

Hudson Charter School's mission is to provide comprehensive learning experiences that will enable all students to become fully-educated, creative adults, prepared to play leadership roles in New York City and in our global society. To fulfill this mission, Hudson Charter School will prepare every student to demonstrate proficiency and/or distinction in all New York State Learning Standards and will enable all students, both Spanish-dominant and English-dominant, to achieve full fluency in both languages.

GOALS

A. Academic

Goal 1: All students at Hudson Charter School will become proficient readers and will make strong yearly progress towards mastery of English-language reading skills.

Measures:

- By the end of the first year, 75% of kindergarteners who attend HCS for a full year will read at primer level. Students will demonstrate their reading abilities to the satisfaction of an external observer by reading primer-level literature.
- All children who have attended Hudson Charter School for three years will achieve Level 6 of the Early Childhood Language Arts Survey (ECLAS), a standardized test which requires students to demonstrate reading comprehension, letter recognition, expressive language abilities, phonemic awareness, and beginning writing abilities, including punctuation and grammar, in or before 3rd grade. Copies of students' ECLAS exams will be shared with parents, and will be available, without personal identifying data, for external examination.
- Upon achieving ECLAS Level 6, all children will take the EPAL standardized test, which measures students' listening, writing and reading skills through producing extended written response. Ninety percent of students (90%) will achieve "medium" or "high" scores. EPAL tests will be shared with parents, and will be available, without personal identifying data, for external examination.

INITIAL

- All students will take the 3rd Grade Test of New York State Standards (TONYSS) Reading Test to establish a baseline for the 4th Grade State English Language Arts (ELA) test. This test measures student mastery of the state ELA performance standards. The school has the option to additionally administer the TONYSS Reading Test in 5th Grade.
- Fifty percent (50%) of the first cohort of 4th grade students will score at or above standard (Levels 3 & 4) in the 4th grade English Language Arts (ELA) Test; 40% will approach the standard (Level 2). Fifty-five percent (55%) of the second cohort will score at or above standard; 40% will approach the standard.
- Students at Hudson Charter School will perform at a level higher than their peers in School District XXX and YYY on the 4th Grade ELA Test as demonstrated by a greater percentage of students passing and by a higher overall average score.
- All Spanish-dominant students who have attended Hudson Charter School for three years will pass the English Language Assessment Battery (LAB) test in or before 3rd grade.
- Other assessment measures:
 - **Portfolio development.** Children's work will be gathered in folders or other media. The child and teacher will develop a portfolio showing representative work in different genres, accompanied by an analysis by the child of why s/he selected this work. Collection of children's work will begin in the first year. Portfolio development will begin no later than the second year.
 - **Primary Language Record (PLR).** In the first year, teachers will conduct interviews with all parents/guardians and with students. In the second and subsequent years, teachers will conduct these interviews with all new parents/guardians/ students, and will conduct in-depth PLR analyses of two students.

FINAL

HUDSON CHARTER SCHOOL
ACCOUNTABILITY PLAN

Revised May, 2003

MISSION STATEMENT

Hudson Charter School's mission is to provide comprehensive learning experiences that will enable all students to become fully-educated, creative adults, prepared to play leadership roles in New York City and in our global society. The school's major objective is to prepare every student to demonstrate proficiency and/or distinction in all New York State Learning Standards and to enable all students, both Spanish-dominant and English-dominant, to achieve full fluency in both languages.

GOALS

A. Academic

Goal 1: All students at Hudson Charter School will become proficient readers and will make strong yearly progress towards mastery of English-language reading skills.

Measures:

- Seventy-five percent (75%) of kindergarteners that attend Hudson Charter School for a full year, not including children with special education needs, will read at Emergent Reader/Writer or Beginning Reader/Writer level by the end of kindergarten. Students will demonstrate their reading abilities to the satisfaction of an external observer by achieving Level 2 or Level 3 of the Reading Strand of Early Childhood Language Arts Survey (ECLAS), an individualized assessment which requires students to demonstrate reading comprehension, letter recognition, expressive language abilities, phonemic awareness, and beginning writing skills, including punctuation and grammar.
- All children who have attended Hudson Charter School for three years, not including children with special education needs, will achieve Level 6 of the Early Childhood Language Arts Survey (ECLAS) in the Reading Strand in or before 3rd grade. Children with special education needs will demonstrate improvement on the strands of the ECLAS.
- Upon achieving ECLAS Level 6, all children will take the EPAL assessment, which measures students' listening, writing and reading skills through producing extended written response. Fifty-five percent (55%) of the first cohort of third-graders and sixty-five percent (65%) of students in subsequent cohorts will achieve a medium score or higher in each strand. For evaluation purposes,

FINAL

spring EPAL assessments will be evaluated by a team which includes at least one evaluator external to the school, and, if needed, an external adjudicator.

- Forty percent (40%) of the first cohort of 4th grade students will score at or above standard (Levels 3 & 4) in the 4th grade English Language Arts (ELA) Test; 50% will approach the standard (Level 2). Fifty-five percent (55%) of the second cohort will score at or above standard; 40% will approach the standard.
- Students at Hudson Charter School will perform at a level higher than their peers in School District XXX on the 4th Grade ELA Test as demonstrated by a higher average scale score than that achieved by all students in the District.
- The average scale score gains of students in each 4th grade cohort will show an increase of 16 scale score points from the 3rd grade Metropolitan 8 to the 4th grade ELA.
- Fifty percent (50%) of English-Language Learners who have attended Hudson for three years will score at or above standard in the NYSESLAT; 50% will approach the standard .
- Other assessment measures:
 - **Portfolio assessment.** Seventy-five percent (75%) of students in Grades 2 and above will show growth in reading and writing as measured by a higher score on the Hudson Charter School reading and writing rubrics administered in May than on that administered in November.