

**MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM:****January 2020**

CONSIDERATION OF CHARTER SCHOOL APPLICATION RENEWAL FOR  
GATEWAY SCIENCE ACADEMY

**STATUTORY AUTHORITY:**

Sections 160.400 and 160.405, RSMo

Consent  
ItemAction  
ItemReport  
Item**STRATEGIC PRIORITY**

Access, Opportunity, Equity – Provide all students access to a broad range of high-quality educational opportunities from early learning into post-high school engagement.

**SUMMARY**

The 1998 session of the Missouri General Assembly authorized establishment of charter schools. Renewal charter applications are submitted every five years. Section 160.405.9, RSMo requires the State Board of Education to vote to renew the charter after the sponsor has demonstrated compliance with state and federal law.

The Department of Elementary and Secondary Education received a Charter School Renewal Application approved by the Missouri Charter Public School Commission (MCPSC). Gateway Science Academy of St. Louis, currently serves 1,514 students in grades K-12. The charter school has requested that MCPSC renew its charter for a term of five years beginning July 1, 2020, and ending June 30, 2025. The sponsor has indicated the charter school is in good standing and requests renewal from the State Board of Education.

**PRESENTER**

Chris Neale, Assistant Commissioner, Office of Quality Schools, will assist in the presentation and discussion of this agenda item.

**RECOMMENDATION**

The Department recommends that the State Board of Education authorize Gateway Science Academy to continue operations pursuant to the charter renewal granted by MCPSC, effective July 1, 2020, for a five-year period, per the contingencies outlined in the performance contract.



# CONSIDERATION OF RENEWAL: GATEWAY SCIENCE ACADEMY OF ST. LOUIS

*Missouri Charter Public School  
Commission*

Missouri Department  
of Elementary and Secondary Education

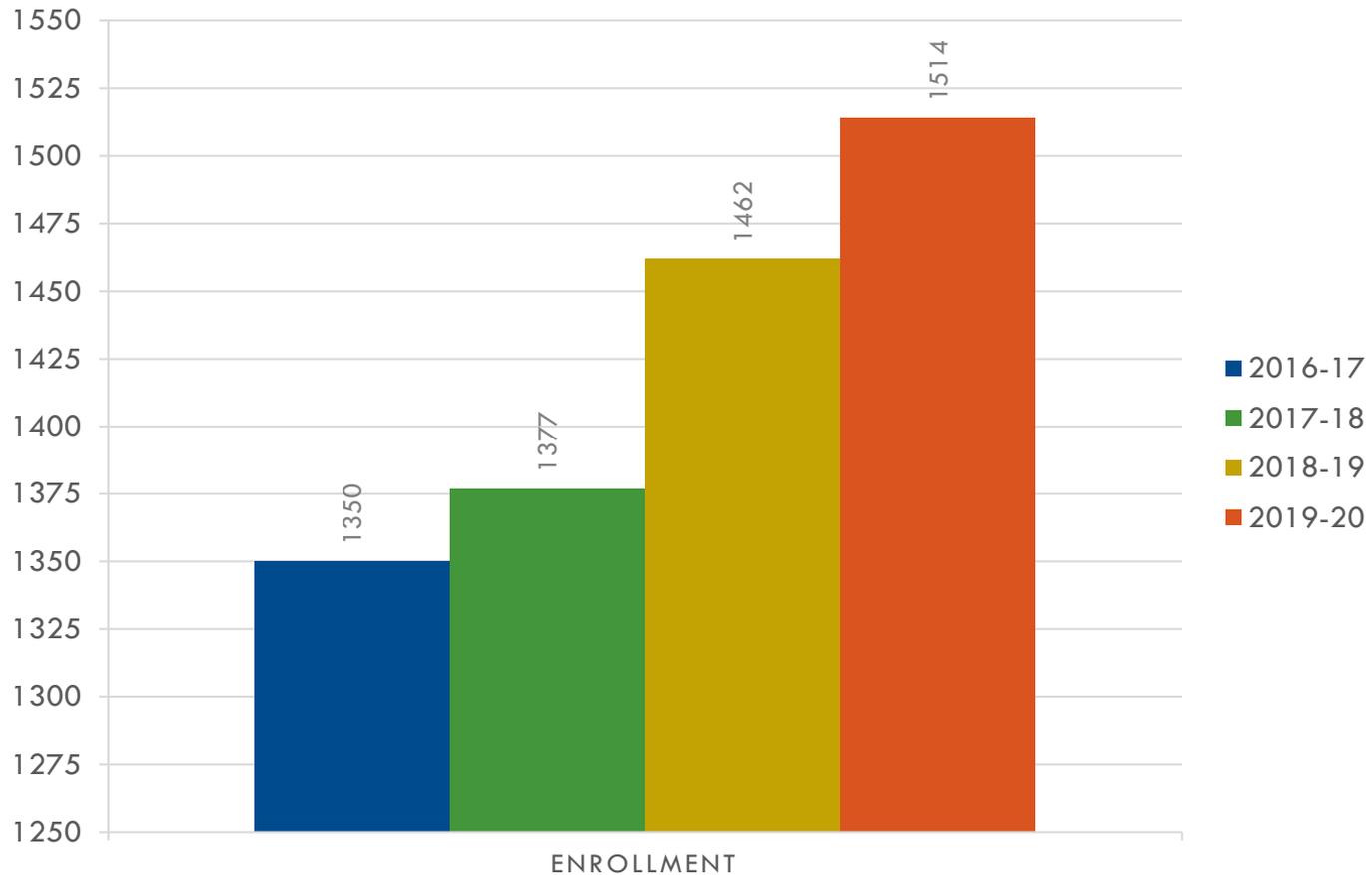
# Profile

2

- Location: 6025 Chippewa, Suite 206, St. Louis
- Opened in 2010-2011
- 2<sup>nd</sup> renewal
  - 2014-15
- Grades Served: K-12



# Enrollment History



# Demographic Summary

4

	Gateway Science Academy	St. Louis Public Schools (SLPS)	State
Asian	3.1	2.7	2.1
Black	15.5	79.1	15.7
Hispanic	4.2	5.1	6.7
Indian/Alaskan	*	.1	.4
Multi-Race	10.8	*	4.3
White	66.3	13.0	70.7
LEP	11.0	10.4	3.9
FRL	49.1	CEP**	50.0
Special Education	7.9	14.4	13.5

\* Data suppressed to protect student privacy when cross referenced to other reports

\*\* Community Eligibility Provision, meals free regardless of student income



# Achievement Data

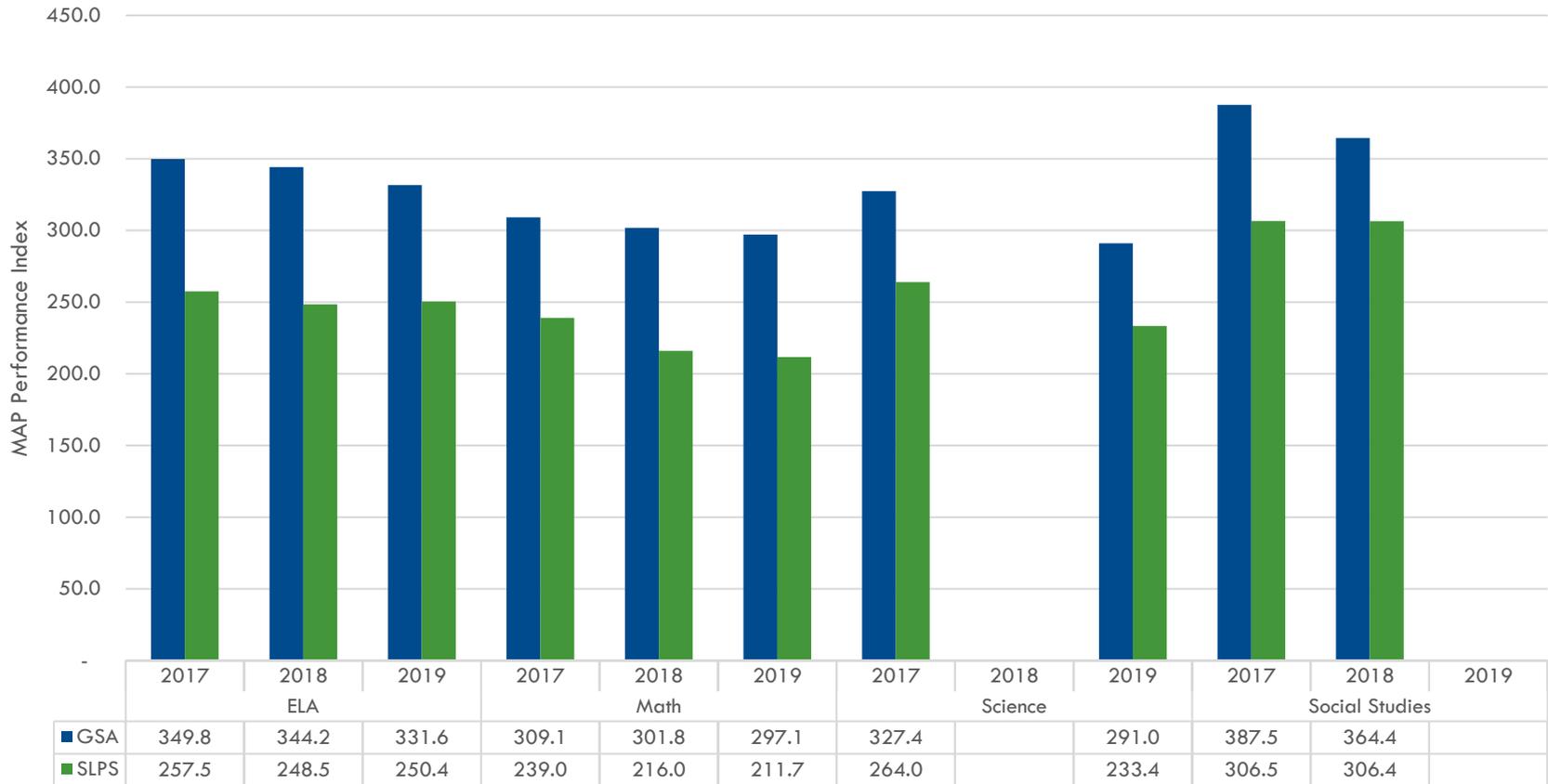
Annual Performance Report	2014	2015	2016	2017	2018	2019
Gateway Science Academy	85%	70.7%	81.8%	63.1%	92.7%	77.2%
SLPS	43.2%	76.1%	69.6%	57.5%	76.3%	No Request Received

High Quality Charter School – 85% or greater on APR, 3 out of the last 4 years  
Expedited Renewal – 70% or greater on APR, 3 out of the last 4 years



# Academic Achievement

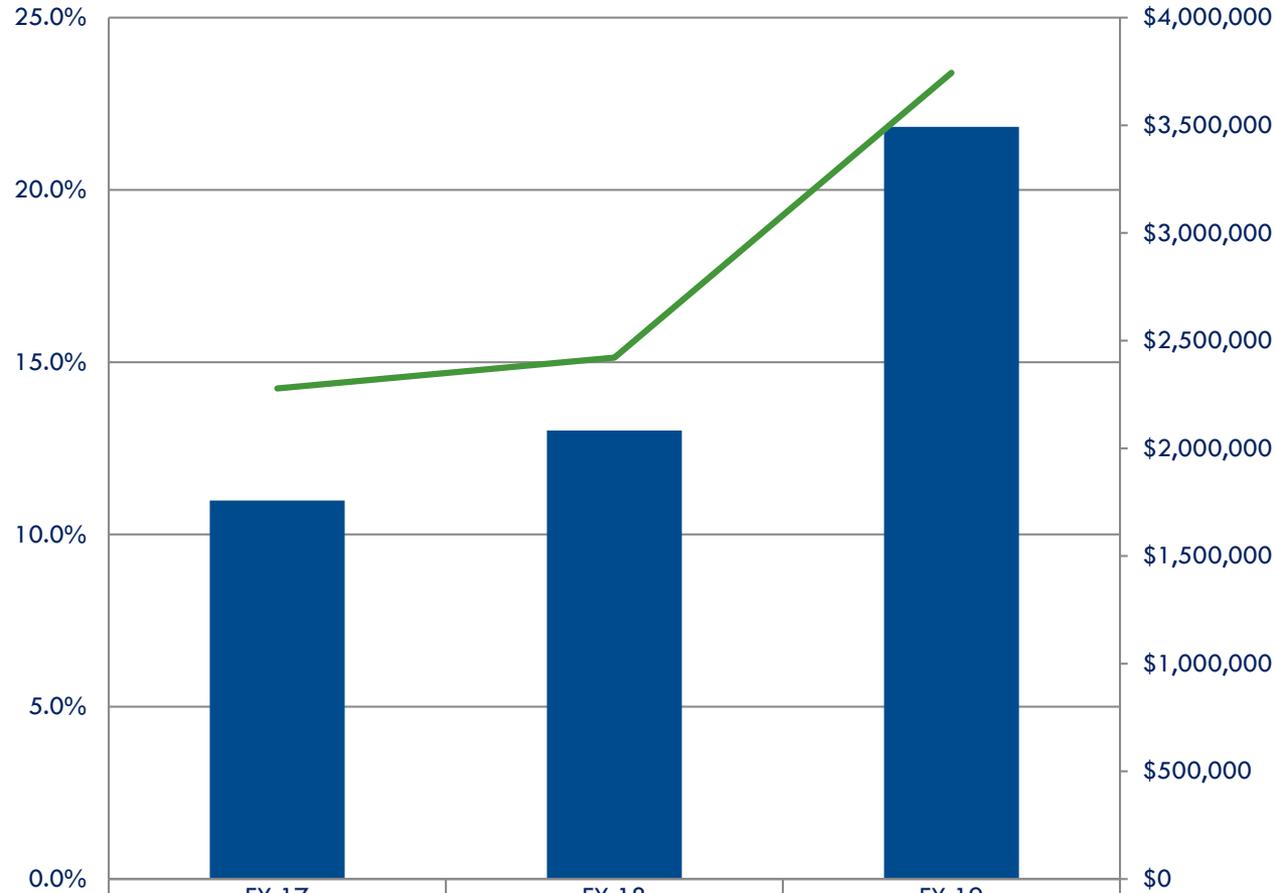
Grade Span Comparison



Data represented by MAP Performance Index  
Single-year outcomes; not three-year averages



# Gateway Science Academy Fund Balances



Operating Fund Balance

\$1,757,699

\$2,082,654

\$3,492,563

Balance Percentage

14.2%

15.1%

23.4%



# Statutory Requirements for Renewal

## □ Section 160.405.9, RSMo.

- Annual performance report that equals or exceeds the district in which the charter school is located three of the last four school years by appropriate grade level configuration.
- The charter school is fiscally viable and does not have:
  - a. A negative balance in its operating funds;
  - b. A combined balance of less than three percent of the amount expended for such funds during the previous fiscal year; or
  - c. Expenditures that exceed receipts for the most recently completed fiscal year.
- The charter is in compliance with its legally binding performance contract and Sections 160.400 to 160.425 and 167.349, RSMo.



# Sponsor Performance Contract Analysis

**Table 1. Academic Achievement**

Measure	Annual Target
Academic Achievement (Prof. and Adv.) ELA – 45.6% Math – 42.0%	48.7% - Meets 37.3% - Meets
Subgroup Achievement (Prof. and Adv.) ELA – 33.6% Math – 26.8%	35.7% - Meets 29.1% - Meets

**Table 2. MSIP**

Measure	Status
Graduation Rate - 100%	Exceeds
ACT – 22.1	Exceeds

**Finance Standards:** Meets

**Governance Standards:** Meets



# Improvement Area

10

- Sponsor requires improvement in the area of Science
  - ▣ Board goals
  - ▣ New curriculum
  - ▣ Professional development



# Qualification for Renewal

- Compliance with statute 160.405.9, RSMo
  - Gateway Science Academy has met the statutory requirements for renewal. Their APR scores over the last four years have met the statutory requirement and allow them to be renewed up to five years.
- Sponsor recommendation
  - The Missouri Charter Public School Commission, the sponsor, recommends a five-year renewal.
- DESE recommendation
  - DESE recommends a five-year renewal.



# STUDENT ACHIEVEMENTS

- **Class of 2019:**
- ❖ 100% Graduation & College Acceptance Rate
- ❖ 22.1 ACT Average – exceeds both State and National Average
- ❖ Offered \$5.5M scholarships; Seven Fulbright, Twenty-five A+ Scholarship



# UNIQUE FEATURES OF GSA

- **Extended Learning Opportunities**
  - ❖ 15% more instruction hour
  - ❖ Afterschool clubs and tutoring
  - ❖ Weekend focus group studies
  - ❖ Summer STEAM Camp
- **Higher Graduation Requirements**
  - ❖ 28 credits of coursework
  - ❖ 40 hours of community service
  - ❖ Senior capstone project;
  - ❖ Completion of a college plan and resume
- **CYSP – Concept Young Scholar Program**
  - ❖ Mentorship program that prepares 5-12th grade students to become well rounded individuals.



# UNIQUE FEATURES OF GSA

## ► STEM Focused Education Program

- ❖ NGSS aligned science curriculum
- ❖ Everyday science in all grades
- ❖ School, District and Network-wide Science, Technology and Engineering Fairs

- ❖ Technology-integrated instruction

## ➤ Comprehensive Education Model

- ❖ GSA's education model is designed to meet the needs of all students
- ❖ Keeping track of individual student data and progress
- ❖ Support services for struggling students through after school and weekend programs
- ❖ Advanced programs such as Robotics, Elite Math, and Science Olympiads



# STUDENT ACHIEVEMENTS

## ➤ Robotics Teams:

- ❖ FTC Team is advanced to the State and World Championship in 2019
- ❖ Seaperch-Underwater Robotics- Team is also advanced to the World Championship in both 2018 and 2019
- ❖ First time all girls Vex IQ Team won its first two tournaments and advanced to the State Championship last month





Missouri Department of Elementary and Secondary Education  
 Office of Quality Schools  
 PO Box 480, Jefferson City, MO 65102-0480  
 Regular Charter School Renewal

<b>School LEA Name</b>	<b>County-District Code</b>
------------------------	-----------------------------

**DIRECTIONS**

Completed renewals must be submitted online through the compliance plan. This form is a tool to assist in filling out the online submission. **QUESTIONS:** Contact Charter Schools at 573-522-3651 or e-mail [webreplyimprcharter@dese.mo.gov](mailto:webreplyimprcharter@dese.mo.gov). Visit DESE's website at [dese.mo.gov](http://dese.mo.gov).

**SECTION I – ASSURANCES and UPLOADS**

Please state 'yes' or 'no' for each assurance. Please explain If an assurance requirement is not met. Comments should be as concise as possible, please include an attachment if further explanation is needed.	Yes	No
1. Upload one page letter from the sponsor requesting renewal that is signed by the Program Director.		
2. Assurance that Core Data/MOSIS is updated with current school name, superintendent/head administrator, and names of buildings(s) and principal(s).		
3. Assurance that Core Data/MOSIS is updated with mailing/physical address and telephone number of the charter school's main office.		
4. Assurance that Core Data/MOSIS is updated with list of the current board members including name, title and years served.		
5. List the education service provider name and address (if applicable).		
6. Assurance that the charter school adheres to the requirements of the applicable state statutes and regulations, the state rules governing the programs, and all other applicable statutes.		
7. Upload the school's mission and briefly present the vision for how the school will continue to operate in the next five years.		
8. The date of board meeting which the vision and mission were adopted.		
9. Upload or comment any changes or modifications to the school (new management, new theme, change in population, instructional staff).		
10. Upload or comment a concise projection of the school's goals over the next term of the charter.		
11. Upload or comment on other areas that have/will be addressed to improve performance.		
12. Assurance that the school's educational program goals and curriculum aligned with state standards.		
13. Upload the organizational chart of the staffing/reporting structure for the board, administration and staff, including teachers and contract employees.		
14. Upload the Articles of Incorporation, bylaws and Missouri not-for-profit status.		
15. Upload the renewal notification letter sent to the school board of the district.		
16. Assurance of professional development/training for all teachers and leaders.		
17. Assurance of requisite insurance coverage for directors/officers, and buildings.		
18. Assurance of board's most recent fingerprints.		
19. Assurance of signed Conflict of Interest disclosure forms.		
20. Assurance of Family Care Safety Registry check.		
21. Assurance of requisite surety bond for school financial officer(s).		
22. The date the board reviewed faculty and staff handbook.		
23. Assurance the board satisfies sunshine law compliance, including: posting agenda, time change notification.		
24. Describe how board agendas and minutes are made available to the public.		
25. How often the board meets (monthly, semi-monthly)?		
26. How often does the board review policies?		
27. How many hours of board training are required for the board annually?		
28. Assurance that the school uses curriculum guides.		
29. Assurance of an evaluation process of the LEA's leadership (admin, superintendent, principals).		

<b>SECTION I – ASSURANCES, Cont’d.</b>	<b>Yes</b>	<b>No</b>
30. List any sponsor/partnership efforts that help support the charter school(s) in increasing student performance.		
31. Assurance of compliance with any/all federal and state programs' requirements.		
32. Upload the existing performance contract that includes timelines and standards for renewal (include procedures and consequences for failure to meet requirements).		
33. Upload data on measurements and objectives met (or not) in existing performance contract.		
34. Upload the performance contract for the next term of charter.		
35. If the school is a recipient of a federal Charter School Program grant, the sponsor assures that student performance is the most important factor in the determination of renewal/revocation. If no, please comment.		
36. Comment on goals to address academic performance based on current and projected data.		
37. Upload projected budget for the next five years.		
38. Comment or upload any building/facility plan changes anticipated in the next five years.		
39. Comment on plans of expansion of grade levels.		
40. Assurance the school board reviews expenditures, low balances in operating funds, compliance with federal/state programs, and staff hiring.		
41. Assurance that the school reports outstanding debt as required in Section 37.850.1.		
42. Upload a school review process/ form of items that the sponsor addresses annually to ensure LEA is fulfilling its mission of educating children.		
43. Assurance the charter school understands the procedures for closure & distribution of assets as specified in RSMo160.405.1		
44. List the date the charter school was placed on probation or remediation (if applicable).		
45. Upload the reasons why the charter is on probation or has remediation plan (if applicable).		
46. Comment on what contributes to student performance below 70% APR.		
47. Upload intervention strategies currently in place based on analysis of student data (include timeline).		
48. Upload or comment on what improvements/results have been obtained?		
49. Upload or comment on what additional steps/strategies are planned?		

**SIGNATURES**

Charter schools must submit this application electronically by responding to the following sections in order to renew their charter. The renewal submission must be signed by the Local Education Agency (LEA) authorized representative and the sponsor to ensure information submitted is accurate and in compliance with all statutes.

The authorized representative assures DESE that the charter school, in accordance with Sections 160.400-160.425, RSMo, shall:

1. Receive and expend state/federal funds in a manner consistent with the intent of the approved application.
2. Keep such records for a period of three years and provide such information as may be necessary for the fiscal program auditing and for program evaluation; provide DESE any information it may need to carry out its responsibilities under the program.

The LEA authorized representative understands the assurances and the responsibility for compliance placed upon the applicant. The applicant will refund directly to DESE the amount of any funds made available to the applicant that may be determined by DESE, or an auditor representing DESE, to have been misspent or otherwise misapplied.

<b>Name of LEA Authorized Representative</b>	<b>LEA Contact Person Phone Number</b>
<b>Signature of LEA Authorized Representative</b>	<b>Date</b>
<b>Sponsor Name</b>	<b>Sponsor Contact Phone Number</b>
<b>Signature of Sponsor</b>	<b>Date</b>

**From:** [Wahby, Robbyn](#)  
**To:** [Kelvin.Adams](#); "[Engin Blackstone](#)"  
**Subject:** Renewal of GSA  
**Date:** Monday, December 2, 2019 4:32:56 PM  
**Attachments:** [renewal of sponsorship letter of GSA.pdf](#)

---

Dear Dr. Adams,

This email is to inform you that the Missouri Charter Public School Commission has agreed to renew the charter of Gateway Science Academy for five years. Please find attached our letter of sponsorship.

Please do not hesitate to contact me if you have any questions.

Robbyn

Robbyn Wahby  
Executive Director  
Missouri Charter Public School Commission  
20 South Sarah Street  
St. Louis, MO 63108  
Toll Free: 855-267-7323  
Office: 314-236-2810  
Cell: 314-374-8339  
[Robbyn.Wahby@mcpsc.mo.gov](mailto:Robbyn.Wahby@mcpsc.mo.gov)  
<https://mcpsc.mo.gov/>  
@MoCPSC  
<https://www.facebook.com/MoCPSC/>



Missouri  
Charter Public School Commission

November 29, 2019

Dr. Chris Neale  
Assistant Commissioner  
Missouri Department of Elementary and Secondary Education  
205 Jefferson Street  
Jefferson City, Missouri 65102-0480

**RE: GATEWAY SCIENCE ACADEMY CHARTER SCHOOL 5 YEAR RENEWAL**

Dear Dr. Neale:

I am pleased to inform you that the Missouri Charter Public School Commission voted to renew its sponsorship of Gateway Science Academy (GSA.) This school continues to be one of the highest performing public schools in St. Louis City. Gateway Science Academy has been supported by Concept Schools as its Charter Management Organization (CMO.) Concept Schools will continue to serve as the CMO over the term of this renewal.

The Commission reviewed Gateway Science Academy's academic performance on the Missouri MAP test over the term of its contract and commissioned a School Quality Review by an external evaluator. The Commission also reviewed the financial, operational and governance components of the school and found the school in full compliance with RSMo 160.400 to 160.425 and sections 167.349, and its performance contract. We have confidence the board and school leaders will continue to provide a quality public education to St. Louis City students.

Beginning in SY2020, GSA plans to serve 1565 students in kindergarten through 12<sup>th</sup> grade. Over the course of its charter, enrollment is projected to grow to serve 1755 students by SY2025. The school will continue to provide St. Louis City students with a rigorous college-prep curriculum and will continue to be a quality high school.

As required by RSMo 160.405.8.(2) the Commission is formally submitting this renewal to the Missouri State Board of Education for approval at the January 9, 2020 meeting. Please feel free to contact me if you have any questions.

Sincerely,

Robbyn G. Wahby  
Executive Director

CC: Mr. Orville R. Goerger, Chair Gateway Science Academy  
Dr. Engin Blackstone, Superintendent Gateway Science Academy  
Members, Missouri Charter Public School Commission

## **GATEWAY SCIENCE ACADEMY OF ST. LOUIS**

### **Charter Renewal for 2020-2015**

#### **Narrative A**

Gateway Science Academy of St. Louis (GSA) was founded in 2010 with 330 students, grades kindergarten through seventh, housed in a single building. Today, we are proud to serve 1484 students, grades kindergarten through twelfth grade, on three school campuses. Academically, we have become one of the highest performing charter schools in the City of St. Louis. GSA High School was recognized as the top-performing charter high school in the state by U.S. News & World Report. GSA Smiley was named Charter School of the Year by the Missouri Charter Public School Association in 2014. Over the ten years of GSA's operation, we have maintained APR scores of 82% - 97%. More than 60% of GSA students met or exceeded their individual growth targets on the NWEA tests in math, reading, and science. These growth targets are based on national norms of students with similar academic levels. With these results, GSA has quickly earned a reputation for providing a quality and effective learning environment. This reputation is further demonstrated through student and teacher retention rates above 86% for the 2018-19 school year and the positive results of parent satisfaction surveys.

GSA has implemented an educational model developed by Concept Schools. Concept is a not-for-profit management organization that currently manages 31 successful charter schools, including GSA, in the Midwest. Serving over 13,500 students, Concept managed schools are located in urban areas in seven states. Minority students comprise 75% of the Concept student body are Hispanic or African American and 87% come from economically disadvantaged families. As non-selective schools, Concept managed schools serve students with diverse academic backgrounds, and GSA is no exception. The percentage of GSA students receiving special education services during the 2018-2019 school year was 8.3%, and in the same school year, 9.5% of students were identified as English Language Learners. We believe that our academic performance in the years GSA has been open demonstrates the effectiveness of the Concept model.

Since the inception of Gateway Science Academy, the focus has remained on attaining high levels of student achievement through progressive academic programming. To continue that focus, GSA remains committed to striving for excellence by several means. All GSA schools recently participated in a School Quality Review process by SchoolWorks, an outside educational consulting

company specializing in the research-based analysis of school programs and evidence-based support for improvement. This process, based on the recommendations of SchoolWorks, has resulted in revisions in the systems and processes of the school district as a whole, as well as reaching into individual classrooms through the specific feedback teachers give to their students. Our commitment to a strong core curriculum and effective teaching practices guides our daily practice. Recognizing the power of teacher collaboration and input, shared planning, and governance teams are structured so that administrators can regularly meet with staff to share information. Additionally, the staff has ample time to meet in grade level and subject area teams to plan for instruction and discuss how to utilize data to assist in supporting students through the Professional Learning Communities (PLC) process.

GSA recognizes the importance of a diverse co-curricular and extra-curricular program and features a strong emphasis on core curriculum through these outside offerings. For example, students have opportunities to participate in Concept Young Scholars Program (CYSP), Robotics, national competitions in math and science, annual district STEM (Science, Technology, Engineering, and Math) Fair, Art Fairs, writing competitions, athletics, and musical endeavors. This diversity in programmatic offerings is essential in providing the educational experience that keeps our student retention levels high. Due to the positive experience our students have while attending GSA, students continue their formal education after graduation. During the last three years, 77.2% of GSA graduates have enrolled in post-secondary 2-year or 4-year institutions compared to the state three-year average enrollment of 65%.

Meeting the needs of students, while offering a challenging curriculum with meaningful co-curricular and extra-curricular activities, has resulted in continuous growth and sustainability of GSA as a charter school. Based on previous and current enrollments, our projections for future enrollments demonstrate ongoing support for the rigor and diversity students experience when attending Gateway Science Academy Schools.

<b>GSA 2020-2025 ENROLLMENT PROJECTION</b>							
Schools	Grades	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
Smiley - 6980	K-5	420	440	440	440	440	440
South - 6997	K-5	435	450	450	450	450	450
Fyler Middle - 3935	6-8	341	375	420	450	450	450
Fyler High - 1940	9-12	288	300	320	345	385	415
District Total - 115916	K-12	1484	1565	1630	1685	1725	1755

Governance structures within the Gateway Science Academy District demonstrate the effective flow of information at every level within our schools. The Board of Directors of GSA completes yearly training and facilitates two-way communication with stakeholders through leadership groups, committee representation, open meetings, program reports, and monitoring of school processes. Administrators and teachers feel a strong sense of belonging and value as input from all school levels is solicited in order to make the best decisions for students and their learning. Budgetary structures have maintained balance surpluses above state minimum requirements and have a direct impact on learning by providing research-based resources for classroom instruction.

The Board of Directors of GSA set the following goals for the school and believes that with an extended day and school year, a rigorous program of study, extra programming, and parental involvement our students will attain these goals:

**STUDENT ACADEMIC GOALS**

**Student Academic Goal 1:** The MAP Performance Index (MPI) on state assessments (Grade Level and End of Course) will increase each year according to the chart below.

<b>GSA Projected MPI (Goals)</b>					
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Math</b>	303-307	313-317	318-322	325-329	332-336
<b>ELA</b>	336-339	342-345	347-350	352-355	357-360
<b>Science</b>	298-302	306-310	312-316	318-322	324-328

**Student Academic Goal 2:** The MAP Performance Index (MPI) of the super subgroup on state assessments (Grade Level and End of Course) will increase each year according to the chart below:

<b>GSA Projected Super Subgroup MPI (Goals)</b>					
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Math</b>	269-272	278-281	284-287	289-292	294-297
<b>ELA</b>	305-308	311-314	317-320	323-326	329-332

**Student Academic Goal 3:** The average conditional growth percentile of GSA students on a nationally recognized norm-referenced test, NWEA, will be at the 50th percentile or higher across subjects for which the test is given every year.

**Student Academic Goal 4:** The school average of ACT scores of GSA will be a minimum of 20 and will exceed the state average for each graduating class.

**Student Academic Goal 5:** GSA will achieve a 90% cohort graduation rate with a 100% college acceptance rate.

**OPERATIONAL GOALS**

**Financial Goal:** GSA will maintain a 60-day cash reserve by the end of FY2022, and at least a 90-day cash reserve by FY2024 and after.

**Governance Goal:** GSA Governing Board Committees including the Governing, Academic Excellence, and Finance Committees, will create an accountability dashboard to monitor the district’s performance throughout the school year.

## **Narrative B**

### **MPI PROGRESS PLAN**

A major focus of effort over the next charter term is to raise the district's MAP Performance Index (MPI) through individual student academic growth. There are many strategies that will be used to meet this goal. During the past academic year, GSA underwent a school quality review by a third party. One of the recommendations from this review was to unify processes and procedures throughout the district. To this end, GSA has begun the work of bringing representatives from all campuses together to create a cohesive plan for some of the processes related to student learning.

Currently, a district intervention committee has been established to improve the intervention services and facilitate the CARE Team process. The district intervention committee is tasked with the review of the current intervention practices at each campus and the development of a unified intervention system to address the needs of students in all tiers. GSA has expanded the intervention program by increasing intervention staffing to provide individualized support to more students while allowing the classroom teachers to focus on their tier one instruction. The district also invested in research-based blended intervention curriculum and assessment system called i-Ready. The classroom teachers and interventionists use i-Ready to provide individualized instruction and monitor the progress of students. This work will ensure that all students are being given what they need to experience academic success and growth.

The Professional Learning Community (PLC) structure is used throughout the district. To improve the PLC practices, GSA will give greater emphasis on collaborative teams, focus on learning, and results orientation through the data-driven decision-making process (DBDM). Within the PLC process, teams will analyze student data and determine the best instructional practices to meet the needs of the students at all achievement levels. This process involves teachers, academic specialists, and administrators using benchmark data to monitor standard mastery, thus ensuring student success.

The final strategy we will use to increase MPI across the district is to support teachers in the delivery of core instruction. This includes participating in the Missouri Model Districts (MMD)/District Continuous Improvement (DCI) program for the purpose of addressing teacher weaknesses through

coaching and professional growth opportunities. This program, which includes self-evaluation for teachers, will be a support to the coaching and feedback process that happens in our buildings.

The efforts listed above should result in two distinct outcomes: reducing the number of students who are performing at a below basic achievement level and increasing the number of students performing at the proficient or advanced levels on the state assessment. Standardizing interventions and the CARE Team process will serve to reduce the number of students who are performing at a below basic achievement level. Regular review of current instructional strategies, additional coaching, and feedback cycle for teachers will serve to strengthen core instruction. These practices will also increase rigor and help move students from basic to proficient achievement levels. The NWEA assessment, along with iReady, will be used as a tool to monitor student academic growth.

### **SCIENCE PROGRESS PLAN**

Our second major focus for the next charter term is to strengthen the science program for all students. When families choose Gateway Science Academy for their students, they believe they are choosing for their child to receive a STEM education. The mission of the Gateway Science Academy of St. Louis is to provide quality education with an emphasis on science, mathematics, and technology at every grade level.

GSA recently adopted new science curriculum resources, MySci (Washington University), for grades K-5 and STEMScopes (Rice University) for grades 6-12. These programs provide rigorous daily instruction while incorporating the Next Generation Science Standards. Ongoing professional development is provided for teachers to use these program resources and incorporate the 5E instructional model contained within these programs: engage, explore, explain, elaborate and evaluate. MySci also includes a strong parent communication component that extends science learning to the home. Additionally, two Project Lead The Way classes (PLTW) are offered in middle school, with plans to extend this program in future years. These programs are closely monitored by district administrators to ensure fidelity of delivery in classrooms. Furthermore, data is collected to track student progress in mastery of the standards, and to be certain all standards are addressed throughout

the school year. Online resources and common assessments, along with supplemental programs, such as IXL, round out the science curriculum resources.

In addition to the change in the science curriculum resources, GSA has introduced other initiatives to encourage and enhance deeper engagement and understanding in science. The district has created the position of district Science Coordinator to oversee the science program, to seek out additional opportunities for students to participate in STEM programs, and to recommend professional development opportunities for teachers. Science fairs are held at each building prior to a district-wide science fair. Those students who excel at the district level science fair then participate in the Concept Science Fair, a national competition. Students also have the opportunity to participate in summer STEM programs, including our summer school. Each building has a robotics program that competes both locally and nationally. The Concept Young Scholars Program (CYSP) provides STEM opportunities along with additional science fair preparation, engineering projects, and ACT prep, among other benefits.

Gateway Science Academy Schools have set MPI Growth Targets to be attained over five years with the structured intervention support, teacher professional development, and emphasis on student mastery in science as stated above.

<b>GSA Projected MPI (Goals)</b>					
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Math</b>	303-307	313-317	318-322	325-329	332-336
<b>ELA</b>	336-339	342-345	347-350	352-355	357-360
<b>Science</b>	298-302	306-310	312-316	318-322	324-328

**GSA 2020-2025 ENROLLMENT PROJECTION**

Schools	Grades	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
Smiley - 6980	K-5	420	440	440	440	440	440
South - 6997	K-5	435	450	450	450	450	450
Fyler Middle - 3935	6-8	341	375	420	450	450	450
Fyler High - 1940	9-12	288	300	320	345	385	415
District Total - 115916	K-12	1484	1565	1630	1685	1725	1755

**STUDENT ACADEMIC GOALS**

**Student Academic Goal 1:** The MAP Performance Index (MPI) on state assessments (Grade Level and End of Course) will increase each year according to the chart below.

<b>GSA Projected MPI (Goals)</b>					
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Math</b>	303-307	313-317	318-322	325-329	332-336
<b>ELA</b>	336-339	342-345	347-350	352-355	357-360
<b>Science</b>	298-302	306-310	312-316	318-322	324-328

**Student Academic Goal 2:** The MAP Performance Index (MPI) of the super subgroup on state assessments (Grade Level and End of Course) will increase each year according to the chart below:

<b>GSA Projected Super Subgroup MPI (Goals)</b>					
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Math</b>	269-272	278-281	284-287	289-292	294-297
<b>ELA</b>	305-308	311-314	317-320	323-326	329-332

**Student Academic Goal 3:** The average conditional growth percentile of GSA students on a nationally recognized norm-referenced test, NWEA, will be at the 50th percentile or higher across subjects for which the test is given every year.

**Student Academic Goal 4:** The school average of ACT scores of GSA will be a minimum of 20 and will exceed the state average for each graduating class.

**Student Academic Goal 5:** GSA will achieve a 90% cohort graduation rate with a 100% college acceptance rate.

**OPERATIONAL GOALS**

**Financial Goal:** GSA will maintain a 60-day cash reserve by the end of FY2022, and at least a 90-day cash reserve by FY2024 and after.

**Governance Goal:** GSA Governing Board Committees including the Governing, Academic Excellence, and Finance Committees, will create an accountability dashboard to monitor the district’s performance throughout the school year.

## Additional Performance Goals Required by MCPSC

In addition to the Performance Goals outlined in GSA's renewal application, GSA has agreed to:

1. By October 2020, the Board of Directors will have established science goals aligned to their mission of a college prep and science charter school.
2. By October 2020, the Board of Directors will have established equity goals toward addressing the achievement of subgroup student performance to meet the performance expectation of non-subgroup students.
3. By October 2020, the Board of Directors will have established a plan to guide GSA toward eligibility for a 10 year charter contract at its next renewal in 2025.

Adopted by unanimous vote of the Missouri Charter Public School Commission, with agreement by Dr. Engin Blackstone, Superintendent Gateway Science Academy, November 20, 2019.

	FY17-18 Actuals	FY18-19 Actuals	FY19-20
<b>Income</b>			
<b>5100 - Local Revenue</b>			
5113 - Prop C	1,346,840.26	1,445,885.28	1,494,790.00
5141 - Interest Earning	5,616.98	27,826.28	42,000.00
5151 - Food Sales to Pupils	87,652.41	100,399.90	107,000.00
5171 - Extra-curricular Activities		3,782.75	
5174 - Uniform Sales	7,345.55	5,307.52	8,000.00
5179 - Student Activities	71,341.16	69,593.49	15,000.00
5181 - After School Care	161,190.82	180,816.38	160,000.00
5192 - Grants and Donations	40,140.26	12,442.36	50,000.00
5198 - Misc Local Revenue	190,045.56	201,531.96	190,000.00
<b>Total 5100 - Local Revenue</b>	<b>1,910,173.00</b>	<b>2,047,585.92</b>	<b>2,066,790.00</b>
<b>5300 - State Revenue</b>			
5311-10 - Basic Formula	11,284,728.00	13,332,735.00	14,198,400.00
5319 - Basic Formula-Classroom Trust	476,593.49	546,312.48	558,214.40
5333 - School Food Services State	3,845.13	3,752.98	3,800.00
5397 - Other State Revenues	52,353.34	15,681.67	5,000.00
<b>Total 5300 - State Revenue</b>	<b>11,817,519.96</b>	<b>13,898,482.13</b>	<b>14,765,414.40</b>
<b>5400 - Federal Revenue</b>			
5412 - Medicaid	78,309.64	113,402.14	115,000.00
5441 - Special ED Part B	219,949.80	217,640.00	229,856.00
5445 - School Lunch Program	260,794.29	258,214.79	280,000.00
5446 - School Breakfast Program	58,043.65	62,421.61	65,000.00
5451 - Title I	485,035.31	465,626.76	440,111.00
5465 - Title II-A	49,047.86	52,383.53	45,306.00
5466 - Title III	12,383.00	15,512.00	18,675.00
5461 - Title IV-A	9,808.42	30,242.30	30,622.00
<b>Total 5400 - Federal Revenue</b>	<b>1,173,371.97</b>	<b>1,215,443.13</b>	<b>1,224,570.00</b>
<b>Total Income</b>	<b>14,901,064.93</b>	<b>17,161,511.18</b>	<b>18,056,774.40</b>
<b>Expense</b>			
<b>Total 6100 - Salaries</b>	<b>6,760,983.43</b>	<b>7,403,607.33</b>	<b>7,807,073.08</b>
<b>Total 6200 - Employee Benefits</b>	<b>2,239,436.07</b>	<b>2,550,823.21</b>	<b>2,761,463.76</b>
<b>6300 - Purchased Services</b>			
<b>6310 - Professional Services</b>			
6311 - Instructional Services	297,996.90	336,875.78	320,000.00
6312 - Instructional Improvement Serv	125,397.83	142,463.14	150,000.00
6315 - Audit Services	20,400.00	23,800.00	21,000.00
6317 - Legal Services	32,712.25	31,942.52	30,000.00
6319 - Other Professional Services	21,618.64	21,735.53	20,000.00
6318 - Banking Services	8,529.86	11,997.54	12,000.00
<b>Total 6310 - Professional Services</b>	<b>506,655.48</b>	<b>568,814.51</b>	<b>553,000.00</b>
<b>6330 - Property Services</b>			
6331 - Cleaning Services	179,602.59	195,072.37	220,000.00
6332 - Repairs and Maintenance	87,005.32	164,203.63	150,000.00
6333 - Rentals-Land and Buildings	554,463.96	594,840.70	605,640.00
6334 - Rentals-Equipment	14,128.73	25,292.17	22,000.00

6335 - Water and Sewer	12,567.24	9,562.34	12,360.00
6336 - Trash Removal	19,099.98	22,552.82	23,000.00
6339 - Other Property Services	6,712.24	8,161.13	5,000.00
<b>Total 6330 - Property Services</b>	<b>873,580.06</b>	<b>1,019,685.16</b>	<b>1,038,000.00</b>
<b>6340 - Transportation Services</b>			
6343 - Travel	90,355.50	94,889.41	95,000.00
<b>Total 6340 - Transportation Services</b>	<b>90,355.50</b>	<b>94,889.41</b>	<b>95,000.00</b>
<b>6350 - Building Insurance</b>			
6351 - Property Insurance	35,125.06	48,037.20	60,000.00
6352 - Liability Insurance	21,528.27	26,223.61	25,000.00
<b>Total 6350 - Building Insurance</b>	<b>56,653.33</b>	<b>74,260.81</b>	<b>85,000.00</b>
<b>6360 - Communication</b>			
6361 - Communication	38,625.98	53,342.61	45,000.00
6362 - Advertising	13,441.81	10,561.94	20,000.00
6363 - Printing and Copying	37,916.57	40,681.45	50,000.00
<b>Total 6360 - Communication</b>	<b>89,984.36</b>	<b>104,586.00</b>	<b>115,000.00</b>
<b>6370 - Dues and Memberships</b>			
6371 - Dues and Memberships-Man. Fees	1,502,746.65	1,748,040.76	1,845,677.44
<b>Total 6370 - Dues and Memberships</b>	<b>1,502,746.65</b>	<b>1,748,040.76</b>	<b>1,845,677.44</b>
<b>6390 - Other Purchased Services</b>			
6391 - Other Purchased Services	449,361.08	146,256.06	112,444.44
6398 - Other Expenses	0.00	21,124.31	0.00
<b>Total 6390 - Other Purchased Services</b>	<b>449,361.08</b>	<b>167,380.37</b>	<b>112,444.44</b>
<b>Total 6300 - Purchased Services</b>	<b>3,569,336.46</b>	<b>3,777,657.02</b>	<b>3,844,121.88</b>
<b>6400 - Supplies and Materials</b>			
6441 - Library Books	3,969.12	21,501.79	20,000.00
6411 - General Supplies	295,323.27	358,161.84	275,000.00
6411A - Uniform Purchase			
6411 - General Supplies - Other			
<b>Total 6411 - General Supplies</b>	<b>299,292.39</b>	<b>379,663.63</b>	<b>295,000.00</b>
6431 - Textbooks	94,946.97	66,246.94	100,000.00
6451 - Resource Materials	73,777.27	76,784.00	80,000.00
6471 - Food Supplies	463,556.50	465,032.04	540,350.00
6481 - Electric	115,065.22	110,913.54	150,000.00
6482 - Gas-Natural	40,274.06	36,016.60	50,000.00
6491 - Other Supplies and Materials	107,391.48	40,802.24	53,500.00
<b>Total 6400 - Supplies and Materials</b>	<b>1,194,303.89</b>	<b>1,175,458.99</b>	<b>1,268,850.00</b>
<b>6500 - Capital Outlay</b>			
6521 - Building Improvements	169,014.00	440,842.18	75,000.00
6541 - Furniture	177,959.26	29,424.33	250,000.00
6542 - Classroom Instructional Apparat	4,000.00	7,997.71	20,000.00
6543 - Electronics	0.00	166,499.36	200,000.00
6551 - Vehicle	45,850.00	10,000.00	30,000.00
6624 - Long Term Interest	179,931.72	183,724.39	223,125.00
6591 - Principal	239,296.17	247,500.00	502,000.00
<b>Total 6500 - Capital Outlay</b>	<b>816,051.15</b>	<b>1,085,987.97</b>	<b>1,300,125.00</b>
<b>Total Expense</b>	<b>14,580,111.00</b>	<b>15,993,534.52</b>	<b>16,981,633.72</b>

<b>Net Income</b>	<b>320,953.93</b>	<b>1,167,976.66</b>	<b>1,075,140.68</b>
-------------------	-------------------	---------------------	---------------------

FY20-21	FY21-22	FY22-23
---------	---------	---------

1,564,327.63	1,628,464.04	1,683,830.80
18,000.00	18,540.00	19,096.20
110,210.00	113,516.30	116,921.79

8,208.00	8,544.53	8,835.04
15,390.00	16,020.99	16,565.70
164,160.00	170,890.56	176,700.84
50,000.00	50,000.00	50,000.00
14,940.00	15,552.54	16,081.33

<b>1,945,235.63</b>	<b>2,021,528.96</b>	<b>2,088,031.70</b>
---------------------	---------------------	---------------------

14,858,909.57	15,468,123.84	15,994,039.03
584,182.53	608,133.00	628,808.50
3,800.00	3,800.00	3,800.00
5,000.00	5,000.00	5,000.00

<b>15,451,892.10</b>	<b>16,085,056.84</b>	<b>16,631,647.53</b>
----------------------	----------------------	----------------------

120,349.80	125,283.12	129,541.73
240,548.90	250,410.39	258,923.32
293,025.60	305,038.63	315,408.92
68,023.80	70,811.76	73,218.34
444,512.11	448,957.23	453,446.80
45,759.06	46,216.65	46,678.82
18,861.75	19,050.37	19,240.87
30,928.22	31,237.50	31,549.88

<b>1,262,009.24</b>	<b>1,297,005.64</b>	<b>1,328,008.67</b>
---------------------	---------------------	---------------------

<b>18,659,136.97</b>	<b>19,403,591.44</b>	<b>20,047,687.91</b>
----------------------	----------------------	----------------------

<b>8,131,285.27</b>	<b>8,465,223.83</b>	<b>8,809,180.55</b>
---------------------	---------------------	---------------------

<b>2,845,949.85</b>	<b>2,962,828.34</b>	<b>3,083,213.19</b>
---------------------	---------------------	---------------------

328,320.00	341,781.12	353,401.68
153,900.00	160,209.90	165,657.04
24,000.00	24,984.00	25,833.46
30,780.00	32,041.98	33,131.41
20,520.00	21,361.32	22,087.60
12,312.00	12,816.79	13,252.56
569,832.00	593,195.11	613,363.75

225,720.00	234,974.52	242,963.65
153,900.00	160,209.90	165,657.04
621,386.64	646,863.49	668,856.85
22,572.00	23,497.45	24,296.37

12,681.36	13,201.30	13,650.14
23,598.00	24,565.52	25,400.75
5,130.00	5,340.33	5,521.90
1,064,988.00	1,108,652.51	1,146,346.69

97,470.00	101,466.27	104,916.12
97,470.00	101,466.27	104,916.12

61,560.00	64,083.96	66,262.81
25,650.00	26,701.65	27,609.51
87,210.00	90,785.61	93,872.32

46,170.00	48,062.97	49,697.11
20,520.00	21,361.32	22,087.60
51,300.00	53,403.30	55,219.01
117,990.00	122,827.59	127,003.73

1,890,913.70	1,965,359.14	2,029,768.79
1,890,913.70	1,965,359.14	2,029,768.79

115,368.00	120,098.08	124,181.42
25,000.00	25,000.00	25,000.00
140,368.00	145,098.08	149,181.42

<b>3,968,771.69</b>	<b>4,127,384.32</b>	<b>4,264,452.82</b>
---------------------	---------------------	---------------------

20,520.00	21,361.32	22,087.60
360,000.00	374,760.00	387,501.84

380,520.00	396,121.32	409,589.44
102,600.00	106,806.60	110,438.02
82,080.00	85,445.28	88,350.42
554,399.10	577,129.46	596,751.86
153,900.00	160,209.90	165,657.04
51,300.00	53,403.30	55,219.01
54,891.00	57,141.53	59,084.34

<b>1,379,690.10</b>	<b>1,436,257.39</b>	<b>1,485,090.15</b>
---------------------	---------------------	---------------------

125,000.00	100,000.00	75,000.00
75,000.00	75,000.00	75,000.00
40,000.00	20,000.00	20,000.00
80,000.00	80,000.00	80,000.00
45,000.00	45,000.00	0.00
156,102.50	134,767.50	113,432.50
502,000.00	502,000.00	502,000.00

<b>1,023,102.50</b>	<b>956,767.50</b>	<b>865,432.50</b>
<b>17,348,799.41</b>	<b>17,948,461.38</b>	<b>18,507,369.20</b>

1,310,337.56

1,455,130.06

1,540,318.70

**Missouri Charter Public School Commission  
Gateway Science Academy Annual Report  
School Year: 2018-2019**



**SUMMARY**

INDICATORS AND MEASURES	MEETS STANDARD?
ACADEMIC PERFORMANCE	Meets
State and Federal Accountability	Not Evaluated
Academic Proficiency	Meets
Academic Growth	Partially Meets
Postsecondary Readiness	Exceeds
School-Specific Academic Measure(s)	Meets
FINANCIAL PERFORMANCE	Meets
Near-Term Financial Health	Meets
Financial Sustainability	Meets
ORGANIZATIONAL PERFORMANCE	Meets
Education Program Compliance (including services for special populations)	Meets
Financial Management and Oversight	Meets
Governance and Reporting	Meets
Student and Employee Rights and Requirements	Meets
School Environment	Meets

For each measure in this report, the school receives one of the ratings described below:

RATING	DESCRIPTION
Exceeds	The school is exceeding expectations and showing exemplary performance. This rating only applies to academic performance.
Meets	The school generally meets the criterion, is performing well, is meeting expectations for performance, and/or minor concerns(s) are noted.
Partially Meets	The school meets some aspects of the criterion, but not others and/or moderate concerns(s) are noted.
Falls Far Below Standard	The school falls far below the stated expectations and/or significant concern(s) are noted. The failures are material and significant to the viability to the school.

It is with gratitude that the Missouri Charter Public School Commission thanks the National Association of Charter School Authorizers for the use of their Authorizers Toolkit – Annual Reports Made Easy (2016). For more information on annual reports, toolkits or quality charter school authorizing please visit: [www.qualitycharters.org](http://www.qualitycharters.org).

## SCHOOL OVERVIEW

SCHOOL NAME	Gateway Science Academy of St. Louis
SCHOOL OPENED	2010-2011
SCHOOL NEXT RENEWAL	2019-2020
GRADES SERVED	K-12
SCHOOL ADDRESS	6025 Chippewa St. St. Louis, MO 63109 *District Office
SCHOOL CONTACT INFORMATION	Engin Blackstone 314-282-0534 blackstone@conceptschoools.org
SCHOOL WEBSITE	<a href="http://www.gsastl.org">www.gsastl.org</a>
NEIGHBORHOOD LOCATION	N/A
AREAS SERVED	Citywide
LEADERSHIP	Engin Blackstone, Superintendent Orville R. Goeger, Board President
SCHOOL MISSION	The mission of the Gateway Science Academy of St. Louis is to provide quality education with an emphasis on science, mathematics, and technology while balancing all core subjects. We strive to create an atmosphere that provides students, parents, and teachers opportunities for continuous growth, enabling them to reach their highest potential.
TOTAL STUDENT ENROLLMENT IN 2018-19	1462

### Student Demographics

RACE/ETHNICITY	
Asian/Pacific Islander	3.2%
Black	15.9%
Hispanic/Latino	4.24%
Multiracial & Other	10.52%
Native American	0
White/Caucasian	66.12%
HISTORICALLY UNDERSERVED POPULATIONS	
Free or Reduced-Price Lunch	49.5%
Students with Disabilities	8.1%
English Language Learners	10.1%

### Student Enrollment by Grade in 2018-2019

K	142
1	153
2	156
3	154
4	148
5	152
6	109
7	108
8	81
9	71
10	65
11	68
12	55

## I. ACADEMIC PERFORMANCE

MEETS

This section provides an overview of the school's performance in the year reviewed on a variety of academic measures the school is accountable for achieving, as established by applicable federal and state law and the charter contract.

INDICATORS AND MEASURES	SCHOOL PERFORMANCE	MEETS STANDARD?	Target
STATE AND FEDERAL ACCOUNTABILITY		<b>Not Evaluated</b>	
State Rating		Not Evaluated	
School Goal – APR>SLPS and at least 80%		Not Fully Evaluated	District APR not calculated
STUDENT ACADEMIC PROFICIENCY		<b>Meets</b>	
Proficiency – English (All)	45.6%	Meets	48.7% - State (All)
Proficiency – English (Subgroups)	33.6%	Meets	35.7% - State (All)
Proficiency Comparison – English	45.6%	Exceeds	22.6% - SLPS (All)
Proficiency – Math (All)	37.3%	Meets	42.0% - State (All)
Proficiency – Math (Subgroups)	26.8%	Meets	29.1% - State (All)
Proficiency Comparison – Math	37.3%	Exceeds	17.8% - SLPS (All)
Proficiency – Science (All)	34.7%	Partially Meets	41.9% - State (All)
Proficiency – Science (Subgroups)	20.2%	Partially Meets	28.6% - State (All)
Proficiency Comparison – Science	34.7%	Exceeds	20.5% - SLPS (All)
School Goal 1 – On the average, GSA will exceed SLPS by 15% on grade level MAP		Meets	
School Goal 2 – On the average, GSA students will exceed State average within three years of enrolling at GSA		Meets	
School Goal 5: GSA Students will perform at or above state average levels on all Missouri End of Course Assessments (EOCs).		Meets	
STUDENT ACADEMIC GROWTH		<b>Falls Far Behind</b>	
Growth – English (All)	Floor	Falls Far Below	

Growth – English (Subgroups)	Floor	Falls Far Below	
Growth – Math (All)	Floor	Falls Far Below	
Growth – Math (Subgroups)	Floor	Falls Far Below	
School Goal 3 - The overall annual growth rate of the GSA on a nationally recognized norm-referenced test, NWEA, will be 50% or higher across all grades and subjects for which the test is given every year.	9 out of 9 grades in ELA, 7 out of 9 grades in Math, and 6 out of 6 in Science	Meets	
<b>POSTSECONDARY READINESS (HIGH SCHOOLS ONLY)</b>		<b>Meets</b>	
4 Year Graduation Rate	100%	Exceeds	
School Goal 6 -GSA will achieve 90% or higher four-year cohort graduation rate.	100%	Exceeds	
College Matriculation Rate	71.1% 2 and 4 year college	Meets	State =64.1% SLPS = 57.9%
ACT Performance	22.1	Exceeds	
School Goal 4 - The average of ACT scores of GSA will be 20 or higher for each graduating class.		Exceeds	

## II. FINANCIAL PERFORMANCE

Meets

This section provides an overview of the school’s performance in the year reviewed, and a view of recent historical trends, on financial measures the school is accountable for achieving, as established by applicable federal and state law and the charter contract. These measures provide information about the school’s financial health and sustainability.

### Near-Term Measures

- **Current Ratio** measures a school’s ability to pay its obligations over the next 12 months (calculated as the ratio of short-term assets to short-term liabilities).
- **Unrestricted Days Cash on Hand** indicates how many days the school could operate without receiving additional funding (calculated as the school’s total cash divided by the average daily cost to operate the school).
- **Enrollment Variance** shows how well the school is meeting its enrollment projections (calculated as actual enrollment divided by enrollment projection in the school’s board-approved budget).
- **Debt Default** indicates whether a school is meeting its debt obligations or covenants.

### Sustainability Measures

- **Total Margin** measures a school’s revenues compared to its expenses—i.e., did the school operate at a surplus or deficit in the given time period?
- **Debt to Asset Ratio** compares the school’s financial liabilities to its assets.
- **Cash Flow** indicates the trend in the school’s cash balance over a period of time (similar to Days Cash on Hand, but indicating long-term vs. near-term sustainability).
- **Debt Service Coverage Ratio** indicates a school’s ability to cover its debt obligations in the current year.

INDICATORS AND MEASURES	3-YR AVG.	FY18 VALUE	FY19 VALUE	MEETS STANDARD?	Target
NEAR-TERM MEASURES				<b>Meets</b>	
Fund Balance	N/A	15.13%	20.94%	Meets	3% meets
Current Ratio	N/A	1.94	1.02	Meets	1-1.1 meets
Unrestricted Days Cash on Hand	N/A	56.54	82.17	Meets	30 days + positive 1 year trend or 60 days for schools in year 3 or greater meets
Enrollment Variance	N/A	1358/1425	1511/1525=99%	Meets	Schools in year 3 or more 95% variance =

					Meets/85-95% Does not Meet; less than 85% falls far below standard
Debt Default	N/A	0	0	Meets	No default meets
<b>SUSTAINABILITY MEASURES</b>				<b>Meets</b>	
Total Margin	N/A	-0.01	.05	Meets	Positive meets
Debt to Asset Ratio	N/A	0.5	.4	Meets	Less than .9 meets
Cash Flow	N/A	\$330,9654	\$1,366,609	Meets	
Debt Service Coverage Ratio	N/A	2.14	3.42	Meets	101 or greater meets
School Goal – surplus of 5% annually				Meets	

### III. ORGANIZATIONAL PERFORMANCE

Meets

Charter schools are required to meet certain regulatory requirements and responsibilities as established by applicable state and federal law and their charter contracts. This section reports the school’s overall performance in the year reviewed in fulfilling legal requirements and fiduciary/public stewardship responsibilities, and other measures relevant to organizational health and performance.

INDICATORS AND MEASURES	MEETS STANDARD?	Targets
<b>EDUCATION PROGRAM COMPLIANCE</b>		
Implementing the material terms of the education program as defined in the current charter contract	Meets	
Complying with applicable education requirements	Meets	
Protecting the rights of students with disabilities	Meets	
Protecting the rights of English Language Learner (ELL) students	Meets	
School Goal – 94.5% Attendance (all students)	Meets	91.7% 90/90 94.9% all students
<b>FINANCIAL MANAGEMENT AND OVERSIGHT</b>		
Meeting financial reporting and compliance requirements	Meets	
Following Generally Accepted Accounting Principles (GAAP)	Meets	
<b>GOVERNANCE AND REPORTING</b>		
Complying with governance requirements	Meets	
Holding management accountable	Meets	
Complying with reporting requirements	Meets	
School Goal – All board meetings are held in accordance with MO Open Meeting Laws	Meets	
<b>STUDENT AND EMPLOYEE RIGHTS AND REQUIREMENTS</b>		
Protecting the rights of all students	Meets	
Meeting teacher and other staff credentialing requirements	Meets	
Respecting employee rights	Meets	
Completing required background checks	Meets	
<b>SCHOOL ENVIRONMENT</b>		
Complying with facilities and transportation requirements	Meets	
Complying with health and safety requirements	Meets	
Handling information appropriately	Meets	

School Goal - 90% Student Retention Rate	Meets	Actual 90%
School Goal - 85% Teacher Retention Rate	Meets	Actual 86%
School Goal - 94.5% Attendance Rate	Meets	Actual 94.9%
School Goal - 80% Parent/Student Satisfaction	Meets	South: 96% Smiley: 89% Fyler: 87%
School Goal - 5-12 <sup>th</sup> Grade - 25% will participate in science fair	Meets	28.8% participation rate
School Goal - 70% participation in parent-teacher conferences	Partially Meets	Actual 61%
School Goal - 30% GSA parents receive home visit	Partially Meets	Actual 28%

**SchoolWorks School Quality Report  
Gateway Science Academy  
March 12-14, 2019**



100 Cummings Center, Suite 236C  
Beverly, MA 01915  
(978) 921-1674 [www.schoolworks.org](http://www.schoolworks.org)



## Table of Contents

About the School Quality Review Process .....	1
Domains and Key Questions .....	2
Domain 1: Instruction.....	3
Domain 2: Students’ Opportunities to Learn .....	7
Domain 3: Educators’ Opportunities to Learn .....	9
Domain 4: Leadership and Governance .....	11
Domain 5: Financial Performance .....	13
Domain 6: Organizational Performance.....	14
Appendix A: Site Visit Team Members .....	15
Appendix B: Summary of Classroom Observation Data .....	16

## About the School Quality Review Process

---

The SchoolWorks School Quality Review (SQR) is a process that educators can use to understand and explain how well schools are working to educate students. The SQR places a site visit team of experienced educators in a school to collect and analyze data about school performance. The length of the SQR with the Missouri Charter Public School Commission (MCPSC) will be two days. The SQR is based on a transparent, research-based set of standards – the SchoolWorks Quality Criteria (SQC) – that serve as the framework to understand the effectiveness of school practices. The SQC are used to promote understanding and dialogue between the school and the site visit site visit team through both verbal and written feedback.

The Missouri Charter Public School Commission was established in 2012 ([RSMo 160.425](#)). Lawmakers, charter school advocates, and education reformers wanted an independent sponsoring entity with the authority to sponsor high-quality charter schools throughout Missouri. Sponsors enter into a contract with a Missouri nonprofit organization that demonstrates the ability and capacity to operate a quality independent public school. Sponsors hold these schools accountable for the performance of the school and to the conditions of the contract. Performing schools can have their contract renewed. Poor quality charter schools can be closed.

MCPSC has partnered with SchoolWorks to develop the SQR protocol and review process, which is aligned to complement MCPSC's initiatives and school performance framework; the subsequent report documents and communicates findings of the SQR.

The SQR protocol and review process provides a third-party perspective on current school quality for all students. The process includes two days of collecting evidence on site through interviews, classroom visits, and document review. While on site, the site visit team meets to discuss, sort, and analyze evidence it is collecting. The site visit site visit team uses evidence collected through these events to develop findings in relation to the protocol's criteria and indicators. The review site visit team's findings, contained in this report, represents one piece of evidence considered by MCPSC as part of their on-going oversight and renewal decision-making process.

The report documents the site visit team's findings for each of the six domains identified within the SQR protocol: *Instruction, Students' Opportunities to Learn, Educators' Opportunities to Learn, Leadership and Governance, Financial Performance, and Organizational Performance*. Findings provide a response to each Key Question in the SQR protocol.

**Domains and Key Questions**

---

The following key questions guide the site visit team's work in the school. All evidence is collected in response to these key questions and their respective standards.

**Domain 1: Instruction**

1. *Do classroom interactions and organization ensure a classroom climate conducive to learning?*
2. *Is classroom instruction intentional, engaging, and challenging for all students?*
3. *Do teachers regularly assess students' progress toward mastery of key skills and concepts, and utilize assessment data to provide feedback to students during the lesson?*

**Domain 2: Students' Opportunities to Learn**

4. *Does the school identify and support students with a full range of needs?*
5. *Does the school have a safe, supportive learning environment that reflects high expectations for all students?*

**Domain 3: Educators' Opportunities to Learn**

6. *Does the school design professional development and collaborative systems to sustain a focus on instructional improvement?*
7. *Does the school's culture indicate high levels of collective responsibility, trust, and efficacy?*

**Domain 4: Leadership and Governance**

8. *Do school leaders guide and participate with instructional staff in the central processes of improving teaching and learning?*
9. *Do school leaders effectively orchestrate the school's operations?*
10. *Does the Board provide competent stewardship and oversight of the school?*

**Domain 5: Financial Performance**

11. *Does the school maintain a sound and sustainable financial condition?*

**Domain 6: Organizational Performance**

12. *Does the school have effective operational systems and structures in place?*

## Domain 1: Instruction

### Classroom interactions ensure a classroom climate conducive to learning.

Behavioral Expectations			
Ineffective	Partially Ineffective	Partially Effective	Effective <sup>1</sup>
1	2	3	4
0	9%	21%	70%

- Behavioral expectations are clear and understood by students. Leaders and teachers reported that the school has an established Positive Behavioral Interventions and Supports (PBIS) system and schoolwide expectations identified as Gateway Science Academy Respect Ownership Cooperation Kindness Safety (GSA ROCKS) in the elementary school and The Gator Way (Be Respectful, Be Responsible, Be Safe, and Be of Service) at the middle and high school levels. The site visit team observed effective establishment of these behavioral expectations in 70% of classrooms (N=33). In these classrooms: students consistently behaved appropriately throughout the lesson; behavioral expectations were evident in student behavior and/or were posted; teachers effectively anticipated and redirected any minor misbehavior; and effective systems to reward and/or administer consequences were in place. For example, in one classroom, a ROCKS chart was posted, as were GATOR bucks expectations (i.e., PBIS rewards). In another, the teacher was observed quietly and effectively redirecting a student using proximity and without disruption to the lesson. In a third effective classroom, the ClassDojo expectations were posted, students responded immediately to the clapping hands routine for attention, and students exhibited consistent compliant behavior. Partially effective behavioral expectations were observed in 21% of classrooms. In these classrooms, most students were behaving appropriately, but a few were not. In addition, some minor disturbances disrupted the lesson and not all redirects were effective. In one classroom, for example, no one responded when the teacher reminded students to “stay at voice level 2;” however, they did respond to a second request, “class, class, yes, yes.”

Structured Learning Environment			
Ineffective	Partially Ineffective	Partially Effective	Effective
1	2	3	4
0%	21%	24%	55%

- Most learning environments are highly structured and learning time is mostly maximized. The site visit team observed effective implementation of structured learning environment in 55% of classrooms. In these classrooms: teachers were well-prepared; all materials were readily available; learning time was maximized; and transitions were smooth and effective. In addition, pacing in these classrooms was appropriate, and students understood learning tasks and could begin them promptly. For example, in one classroom, the site visit team observed the teacher start class by reviewing a quiz and quickly transitioned to the scheduled lesson. A video that had been previously uploaded was begun. Following the video, students quickly broke into groups to further investigate work that had been completed in a previous lesson. Following this group work, students efficiently shared findings with the whole class. In another effective classroom, the teacher had materials ready for students and used a timer to ensure a good pace between various activities. In a third effective classroom, the class began with a

<sup>1</sup> Due to rounding, the percentages for a particular indicator may not appear to total to 100%.

video cued up on the SMART Board and with handouts for the students. Following the video, the teacher led the students in discussion and assessment through questioning with references to the readings on the handout, then presented another video – all with very smooth and efficient transitions and appropriate pacing. In 24% of classrooms, the site visit team observed partially effective implementation of a structured learning environment. In these classrooms, teachers were prepared for part, but not all, of the lesson, and learning time was effectively maximized for most, but not all, of the lesson. For example, in one class, students started with bell work of four problems to complete. They were given 12 minutes to complete them; most finished early and did not have another activity on which to work. Although most students were finished and had been sitting passively, the teacher did not transition to the next activity until the timer was finished. In another classroom, the teacher was prepared with handouts but did not have enough for everyone, so students had to wait for more to be made, causing a couple of minutes of learning time to be lost. The site visit team observed partially ineffective implementation of a structured learning environment in 21% of classrooms. In these classrooms, teachers were not fully prepared and transitions were not smooth and efficient. For example, in one classroom, the teacher did not have handouts ready for students, and more than half of the students received the wrong handout, causing some lost learning time.

**Some classroom instruction is focused and supportive of all students.**

Focused Instruction			
Ineffective	Partially Ineffective	Partially Effective	Effective
1	2	3	4
9%	30%	45%	15%

- Some teachers provide students with clear learning goals and focused, purposeful instruction. Leaders and teachers reported that teachers are expected to post learning objectives for every class. Additionally, review of lesson plans indicated that they often included learning objectives. The site visit team observed effective implementation of focused instruction in 15% of classrooms. In these classrooms, teachers communicated a clear learning objective that aligned with learning tasks, demonstrated high expectations for all students, and communicated academic content with depth, clarity, and accuracy. For example, in one classroom, the teacher demonstrated high expectations of students by cold-calling students to answer questions and requiring the use of scientific language. The teacher also communicated academic content effectively by making connections to real-life applications. In 45% of classrooms, the site visit team observed partially effective implementation of focused instruction. In these classrooms, teachers demonstrated high expectations for most, but not all, of students, and learning objectives drove most, but not all, instruction. In one classroom, for example, the teacher demonstrated high expectations through cold-calling, but allowed a few students to opt out by “phoning a friend.” In another, although an objective was posted, the teacher did not refer to it until halfway through the lesson and did not hold all students accountable for learning tasks aligned with the objective. In another classroom, the teacher did some cold-calling but only to some students and allowed several to opt out. In 30% of classrooms, the site visit team observed partially ineffective focused instruction. In these classrooms, learning objectives were unclear or did not drive lesson activities, and the teacher demonstrated high expectations for only some students. For example, in one classroom, lesson activities were not aligned with the learning objective, and the teacher only called on students who raised their hands; there was no cold-calling.

Instructional Strategies			
Ineffective	Partially Ineffective	Partially Effective	Effective
1	2	3	4
6%	30%	24%	39%

- Instructional strategies mostly support students' diverse needs. The site visit team observed effective implementation of instructional strategies in 39% of classrooms. In these classrooms, all students had access to content through a variety of multi-sensory materials and modalities and/or the teacher used multiple instructional formats and/or students had choices for self-directed learning and leadership. For example, in one classroom, students were provided with a choice board of different activities to research and share out on a specific topic. The teacher also used a variety of instructional strategies, including reading a fiction book about the math topic and playing a short video before students chose their activity. In another, the lesson began in whole group, with the teacher charting on an easel as students used hand motions to demonstrate content; students then chose their own hypothesis and moved to small groups to complete an experiment. In 24% of classrooms, the site visit team observed partially effective use of instructional strategies. In these classrooms, modalities were only partially effective at meeting the needs of diverse learners, most of the instruction was in a single instructional format, and not all students were provided opportunities for self-directed learning. For example, in one classroom, students were working with manipulatives to determine the volume of prisms. While students had the choice of working with a partner or independently, they did not have meaningful choice around how to engage with content; the learning task was the same for all students. In another, the teacher conducted a whole group review of guided reading questions and played an audio recording of the materials that students were expected to follow in their books, but there was no student choice and little change of modality. The site visit team observed partially ineffective implementation of instructional strategies in 30% of classrooms. In these classrooms, most instruction was in a single modality (e.g., lecture, video) and was mostly teacher-led with few opportunities for self-directed learning. For example, in one class, most instruction was presented in a whole group format, with a few students in "safe seats" and unable to participate; only some students were provided with the opportunity to answer questions. In another, instruction was presented through direct, whole-group instruction and questioning, using the whiteboard; all students were then given the same worksheet to complete.

**Some teachers regularly assess student progress toward mastery; however, few provide feedback to students during the lesson.**

Assessment Strategies			
Ineffective	Partially Ineffective	Partially Effective	Effective
1	2	3	4
15%	30%	33%	21%

- In-class assessment strategies inconsistently reveal students thinking about learning goals. The site visit team observed effective implementation of assessment strategies in 21% of classrooms. In these classrooms, teachers used formative assessment strategies to measure the understanding of all students, and assessments were aligned to the learning objective. For example, in one classroom, the teacher used purposeful circulation, checking the accuracy of each student's work. Partially effective implementation of assessment strategies was observed in 33% of classrooms. In these classrooms, the teacher used an assessment strategy to check the understanding of most, but not all, students, and the assessment strategy was only partially effective in measuring student understanding. For

example, in one classroom, the teacher asked for a show of hands, “Who thinks yes?” “Who thinks no?”, but only probed further with a few students to clarify understanding. In another, the teacher visited with most, but not all, students to check on the accuracy of their work. The site visit team observed partially ineffective implementation of assessment strategies in 30% of classrooms. In these classrooms, the teacher used an assessment strategy to assess the understanding of less than half of the students, or the assessment strategy the teacher used provided only a partial sense of student understanding. For example, in one classroom, the teacher checked the work of only some students while the remaining students’ work was not assessed. In another classroom, , the teacher used a thumb-up, thumbs-down strategy but only provided follow-up questioning to less than half of the students.

Feedback			
Ineffective	Partially Ineffective	Partially Effective	Effective
1	2	3	4
73%	13%	7%	7%

- Timely, frequent, specific feedback is not provided throughout the learning process to inform assessment efforts. In 13% of classrooms visited, the site visit team observed partially ineffective feedback. In these classrooms, only a few students received and used high-quality feedback, or half the students received high-quality feedback, but did not use it. For example, in one classroom, the teacher was circulating and providing feedback such as, “Is this the final shape?” “Are you sure?” to only a few students, who applied the feedback to the learning task. However, the rest of the class did not receive academic feedback. In another, the teacher provided mostly procedural feedback (e.g., “I see some students are working, I will give you two more minutes.”). However, s/he provided feedback to the whole class on the use of the graphic organizer, but only some students listened to, and applied, the feedback. The site visit team observed ineffective implementation of feedback in 73% of classrooms. In these classrooms, students did not receive clear, specific, high-quality feedback related to lesson content that clarified misunderstandings, provided specific guidance toward improvement, and/or made reference to rubrics or exemplars. For example, in several classrooms observed, no feedback of any kind was provided. In other classrooms, the feedback provided was procedural. For example, in one classroom, the teacher told students, “Don’t forget to compare your answers,” but did not give additional guidance related to the content being compared. In another classroom, the teacher circulated and asked questions but did not provide useful feedback that students could apply to their work and learning.

## Domain 2: Students' Opportunities to Learn

---

### **The school has some processes to identify students in need of additional support and support practices.**

- The school has a basic process to identify and monitor students who need additional support; however, this process is not yet comprehensive, systemic, or understood by all staff. Leaders and teachers reported (and review of identification documents confirmed) that the school has developed a Multi-Tiered Systems of Support (MTSS) process. Leaders outlined a clear identification process, which may begin with a parent request or a teacher referral. Leaders and teachers reported that teachers in some buildings use a data tracker to track student progress and flag students who may need additional support. Leaders identified a Response to Intervention (RtI) team at each campus and stated that the process includes 2-to-3 cycles of interventions and modifications before any testing referral is made. They stated that the goal is to move from a place where special education is the only support system. In some buildings, RtI team members indicated that teachers felt involved in the process, understood it, and felt supported by it. Leaders, however, reported that teachers and parents do not understand the identification process. In other buildings, when asked, teachers could not speak knowledgeably about the MTSS identification process, only reporting that they look at the data and note "red flags." In these buildings, teachers reported a Care team that includes teachers, leaders, and counselors, rather than an RtI team, to identify students in need of support; they also indicated that there is still some confusion regarding the process.
- The school has implemented a number of interventions and supports to meet identified needs. Leaders and teachers reported that there are many interventions for struggling students. Teachers in some buildings reported that they implement several intervention strategies in their classrooms, including small groups and centers (which the site visit team observed) to support students. Some teachers indicated that they have instructional aides who work one-on-one with students; others described programming for remediation such as Ixl, Epic, Reading A-Z, Spelling City, and Brain Pop. Leaders and teachers also reported other supports, including Title I push-in or pull-out support, a Reading interventionist, and English Language Learner (ELL) support, as well as after-school tutoring and Saturday school. Teachers in some buildings reported that the reading interventionist pulls out the lowest-performing students every day by grade level. Leaders indicated that referrals are needed for students to participate in tutoring but did not clearly describe the referral process or who may attend. Parents reported that students are placed in small groups and pulled out for reading intervention and that students are identified by teachers for tutoring support. Teachers reported that a number of students have moved out of intervention support this year because of improved performance. They indicated that student progress is monitored through assessments – Northwest Evaluation Association Measures of Academic Progress (NWEA MAP or STAR) – and students are moved out when they have made adequate progress.

### **The school provides a safe supportive learning environment for all students.**

- The school provides opportunities for students to form positive relationships with peers and adults in the school through a number of activities. Leaders, teachers, and students reported a number of clubs available to students that enable students to form relationships with teachers and other students. For example, students and teachers stated that the school offers dance club, Disney club, robotics, Girls on the Run, edible art, and many more, in addition to many team sports, including soccer, basketball, and track. Teachers reported that they are required to sponsor a club one day a week and stated that they can design their own club. Teachers also indicated that they are required to offer tutoring twice

a week. Parents and students also reported that students participate in National Honor Society, Student Council, Orchestra, Yearbook, and Science Fairs at the upper school. Leaders and students described the Concept Youth Scholars Program (CYSP) that identifies outstanding students starting in fifth grade and prepares them for college through advanced classes. Leaders and students reported that students can, and do, seek help from staff and counselors when needed. Students spoke positively of teachers and were able to identify at least one adult in the building to whom they could go if they had an issue. For example, one middle school student reported that if the middle school counselor was not available, s/he would be comfortable talking to the high school counselor.

- The school engages families in support of student learning and provides opportunities for families to engage with the school. Leaders reported that teachers are expected to conduct home visits each year. Teachers in some buildings reported having done 8-to-10 visits this year, prioritizing visiting the families of new students. Teachers in some buildings reported that they have four parent-teacher conferences each year but also try to conduct two home visits each year. Parents in some buildings reported that they always have access to teachers and can text or email them or come to school in the mornings when they drop students off. They also described activities like muffins with mom, donuts with dad, mother/son bowling, and father/daughter dances, as well as evening activities including math night, literacy night, and stem night. At the upper level, teachers reported that they hold information nights for parents about preparing for college. They also reported that parents have input into decisions, such as the venue for graduation, and parents participate in decisions about items like dress code and school calendar. Parents also reported that they receive score reports from all assessments and have quarterly parent-teacher conferences; also, if a student fails or does not complete an assignment, they receive an email. Students reported that the CYSP program requires parent participation and described an Honors Breakfast each semester to which parents are invited. Leaders, teachers, and parents reported that there is a very active parent-teacher organization (PTO) that meets monthly by grade level or by whole school. Parents reported that they always know what is happening at the school, primarily through Facebook pages, the PTO, and regular communications with teachers.

### Domain 3: Educators' Opportunities to Learn

---

**The school does not yet design professional development to sustain a focus on instructional improvement.**

- Professional development (PD) is not designed to address school priorities, school improvement goals, and/or identified areas of need. Leaders reported varying school improvement goals and priorities, including improved facilities, good communication with parents, and offering more electives. However, when asked, not all leaders could identify instructional improvement goals. Additionally, when asked, most teachers were not able to clearly identify any school priorities or goals. Leaders and teachers both spoke of allowing teachers autonomy in the classroom and in PD, explaining that teachers are largely able to choose their own PD (explained in more detail below). Teachers indicated that they attend a variety of PD activities based on personal choice. Teachers also reported that PD is self-directed and highly optional. Leaders indicated that they have a calendar that identifies some PD days but there is no plan for what will happen on those days. While they described (and review of a planning document confirmed) a plan to align PD to instructional strategies they would like to see in classrooms, they noted that there is no alignment at this time. Leaders and teachers described using assessment data to inform instruction and identify student needs, but teachers indicated that they have received no training in accessing and analyzing data. Teachers identified several areas of need for PD – particularly around the implementation of new instructional programs and assessments, identifying EngageNY, Aleks, and FastBridge as areas of need.
- While some PD is available, it is not yet active, intensive, or sustained. Leaders and teachers indicated that there is no dedicated time for PD. Leaders and teachers reported that Concept Schools offers a number of webinars in which teachers can participate, but there is no requirement to do so, nor any time set aside. Teachers also reported that they can attend PD programs and be reimbursed for the cost. Leaders and teachers also reported that teachers can receive tuition assistance to study for their Master's degree. Teachers described multiple PD activities in which they have participated, including webinars from Concept Schools, the Missouri Charter School Conference, Education Plus (EdPlus) trainings and presentations, and programs at Lindenwood University and the University of Missouri St. Louis. Leaders and teachers both referred frequently to Professional Learning Communities (PLCs) as PD but very few could describe what a PLC actually entails. Leaders indicated that EdPlus is providing some PD in PLCs but, again, teachers were not able to describe how they were implementing the PLC program. Some, but not all, buildings have specific PLC times during which teachers meet, but teachers reported that this time is used for analyzing student data and planning. Some leaders indicated considering using early dismissal time as a way to create time for PLCs and PD but have yet to do so.

**The school's culture mostly indicates collective responsibility and trust.**

- Educator's mindsets and beliefs reflect shared commitments to students. Leaders reported that many of the teachers are young, first-year teachers and indicated that it is a good first job; the school has a good reputation and can provide a good reference for a next job. However, very few teachers reported wanting to leave; most stated, "I'm here because of the kids." Teachers echoed the response of one who said, "This is not a job for me. I'm going to work here as long as I can. It's not perfect but they're doing it right." Teachers cited the emphasis on the whole child, student progress, and growth and character as examples of shared commitments, as well as the home visits they make each year. Leaders indicated that the ideal candidate is someone who is there for the students, has strong instructional strategies, and possesses good work experience. They stated (and teachers confirmed)

that teachers like the diversity in the schools and the opportunity to work with students and teachers from different cultures. Teachers also reported that they believe students feel supported and heard. Students confirmed this, stating that they feel like their teachers are there for them. Students stated that teachers expect a lot from them, but they, the teachers, also understand when students have an off-day. Students further reported that teachers will offer help if students work starts to slip or if they miss assignments. Parents described the teachers as caring, always available, and committed to the students.

- The school's culture mostly indicates collective responsibility and trust. Leaders and teachers reported a strong sense of community in the school; several mentioned that they feel like family. In many cases, teachers reported that they chose to be at this school because they "...can do what is best for students." Leaders reported that the culture is different in each building but it is always "all about kids." Teachers stated that there is a good work environment, strong teacher-to-teacher relationships, and that the culture is collegial with a strong sense of trust. They noted that teachers are often willing to allow other staff observe in their classrooms. However, in several focus groups, the site visit team observed a reluctance on the part of some staff to speak in front of others. In several cases, staff members, following a focus group, asked to speak to site visit team members alone. Teachers, in some cases, voiced a sense that some staff members were treated better than others, citing differences in salary as one concern. Yet, other teachers reported that everyone is open and that they work together very well. They stated that they can go to each other for help and that they are comfortable observing in each other's classrooms. Teachers also stated that they particularly appreciated that administration was always available to them and had an open-door policy. In some buildings, teachers reported that leadership is always available through email or text and asks for their opinions rather than dictating. They stated that there is open vertical communication throughout the building.

## Domain 4: Leadership and Governance

---

### **School leaders do not yet systematically guide and participate with instructional staff in the central processes of improving teaching and learning.**

- School leaders have not yet established a vision aligned to students' long-term success or set clear goals to meet that vision. The site visit team reviewed school improvement plans that included the school's mission statement and goals for each school level but did not articulate an overall vision for the school aligned with the mission statement. The goals stated were specific and referred to performance on NWEA MAP and State tests, depending on the school level. However, when asked about school goals, the Board, leaders, and teachers were not able to identify these goals or to cite any specific goals for the school. Some leaders cited varied goals, stating that the school is a college preparatory model and focused on Science Technology Engineering Math (STEM); that they hoped to "change the trajectory of kids' lives;" and that they wanted every student to apply to eight colleges. Other leaders reported that the school goals are increased student engagement and improved technology. However, leaders did not present targets associated with cited goals. When asked, some teachers reported that teachers had written a new mission statement and the teachers' goal was to add more electives. Other teachers stated that do not know the school's goals. Still other teachers reported grade level goals to meet with parents twice a year and see continuous growth on all assessments.
- School leaders do not consistently ensure that teachers deliver high quality instruction. Teachers and leaders both reported that teacher observations take place twice a year, as required by State law. The site visit team reviewed teacher evaluation documents for both formal evaluations and classroom walkthroughs which indicated that evaluations are being done as required. However, teachers indicated that administrators do not conduct more than the required evaluations. Teachers reported that they do receive feedback on these observations and it is usually face-to-face; however, few could cite feedback they had received that has improved their practice. In most cases, the feedback reported was very general or had to do only with classroom management. Some teachers indicated that they have been observed by their mentors and received feedback occasionally; others reported being observed by Concept Schools consultants and receiving feedback from them; none of these observations are evaluative. Teachers and leaders reported that teachers are expected to, and do, submit lesson plans weekly. However, teachers reported that they rarely receive feedback on lesson plans and the feedback they do receive usually relates only to timing issues or missing content in the lesson plan. The site visit team noted that there is no instructional coaching model, and document review revealed that there is no staff title or role for a coach or instructional developer. Teachers noted that they have autonomy in selecting the PD they want but some also indicated that they would appreciate guidance, stating that they want to grow professionally. While teachers reported (and review of mentorship artifacts confirmed) that all teachers new to the profession receive mentoring for two years, novice teachers especially indicated a desire for greater support.

### **School leaders do not yet effectively or systematically orchestrate the school's operations.**

- School leaders are beginning to make strategic efforts to ensure the effectiveness of the school's program. Documents reviewed by the site visit site visit team included the "black binder" that contains information related to the school's operations and expectations and is given to every teacher at the middle-high school. In both elementary schools, the site visit site visit team observed clear routines for welcoming students in the morning and dismissal in the afternoon, in addition to routines for walking in the halls, voice levels, and behavior. In all school buildings, leaders and teachers reported

that clubs, tutoring, and Saturday school were offered and staffed by teachers. Leaders and teachers all reported that the school has an MTSS system, although not all descriptions were consistent. Leaders and teachers reported that the school is conducting PLCs but indicated there is not a consistent schedule for PLCs across the school or consistent expectations for teachers in PLCs. Leaders and teachers could not describe a school leadership team in any building. However, in all buildings, leadership positions, including grade level chairs and department heads and leaders, also noted that there are head mentors and a PLC Committee leader. Leaders reported that they have been able to target resources to provide one-to-one computers for students in the high school and Chromebook carts in the middle school. Leaders also stated that they are planning to hire additional ELL instructors, another special education teacher, and an additional social worker. Leaders further reported that they hire internationally for hard-to-staff positions, particularly in math and science. They stated that all teachers are hired by the principals through a regular interview process and approved by the Superintendent. Leaders also reported that they meet weekly with operations managers, athletic directors, and the technology director.

- Systems for communication are inconsistent and decision making is not yet inclusive and transparent. Teachers reported that communications are sporadic and different in each building. In some cases, teachers reported receiving once-a-week emails or newsletters from administrators that included upcoming events. Others, however, stated that there was very little communication from administration and that they did not know what was going on until it was happening. These teachers stated that communication is periodic but not consistent, and that they frequently receive conflicting messages from different administrators. Some teachers and leaders reported monthly staff meetings; others reported that scheduled PLC time was used to share information. Many teachers reported having little input into school decisions; however, other teachers reported having input recently into the school calendar. Teachers further reported that they had no input into curricular decisions, but leaders reported that they made decisions based on teacher input. In one building, leaders reported that a teacher survey indicated that teachers wanted better communication but indicated no plans to act on the feedback. Teachers also reported that they had received surveys asking for their input but had seen no response. In some buildings, teachers reported that staff meetings are held regularly during which information is presented and teachers are asked for input on decisions.

## Domain 5: Financial Performance

---

**Gateway Science Academy Charter School currently maintains a sound and sustainable financial position.**

- Gateway Science Academy Charter School demonstrates near-term financial health. The school's current or working capital ("WC") ratio indicates the school has the ability to pay financial obligations in the short-term. An industry benchmark for the current ratio is 1.2 to 2.0; Gateway Science Academy over the last three fiscal years has produced a 4.2 (FY 2016), 5.9 (FY 2017) and 0.6 (FY 2018) ratio score for a three-year average of 3.6. The reason for the decline in WC ratio score in FY 2018 is due to the school having to make its final note/loan payment in September 2018 (roughly \$2.7M) for property it acquired. The note/loan payment transitioned from a long-term liability to a current liability in FY 2018. Based on the balance sheet information provided by the school for the current year, FY 2019, the note payable is once again a long-term liability. The school restructured the terms of the loan, which is now due in 2028. As of December 31, 2018, the school's ratio is back up to roughly 10.1 which would also be a four-year average of 5.6. Over the last three years, the school has minimal amounts on the books in terms of accounts payable and accrued expenses (roughly \$100k or less) which demonstrates the school pays its expenses in a timely fashion and limits liabilities. The school's days of cash-on-hand, based on annual audit information for the last three years, is close to an acceptable range. In FY 2018, Gateway Science Academy had roughly \$2.2M in cash and cash equivalents. Based on FY 2018's annual expenses, the school would have 54 days of cash on hand. An acceptable range for a school open this long would ideally be in the 60-90-day range. The previous two years (40 – FY 2016, 50 – FY 2017) were also slightly under the benchmark range indicating the school could face issues of insolvency in the near future. However, that is unlikely as long as revenue targets are met and the school continues to see revenues exceed expenses, as it has for the last three fiscal years, on a yearly basis. The FY 2018 audit contained an unqualified opinion with no material weaknesses, significant deficiencies, and no repeat findings for the most recently completed fiscal year. That is a trend that reaches three years for the school based on information provided.
- Overall, Gateway Science Academy Charter School demonstrates financial stability. The school's debt-to-asset ratio over the last three years is less than 0.9 (0.6 - FY 2016, 0.5 - FY 2017, and 0.5 - FY 2018). That trend continues into FY 2019; after six months, the school's ratio score is 0.4. The school for the last three years does not have any major debt other than the note(s) payable on the property it has acquired. In FY 2019, the school came to an agreement with their bank to have the payment of the note pushed back ten years to 2028. That change will result in the school having a similar ratio score to the previous three years (three-year average - 0.5) Cash and cash equivalents have increased each of the last three years with FY 2018 coming in just under \$2.2M. During that same timeframe, the school has also seen revenues exceed expenses by an average of roughly \$340 per student (3YR average of \$10,880 revenue per student and \$10,540 expenses per student). The school has also been able to meet enrollment targets the last three fiscal years along with current year, according to the school's Treasurer (budgeted enrollment / actual enrollment; FY 2016 – 1,200/1,198, FY 2017 – 1,245/1,247, FY 2018 – 1,360/1,346, FY 2019 – 1425/1445). Meeting enrollment targets has allowed the school to steadily build and increase its cash reserves over the last three fiscal years. Cumulatively, the school's fund balance would be roughly 4.3% (current/budgeted projected expenses of \$14.4M / projected cash on the school's balance sheet of \$3.3M), which exceeds the benchmark of 3%.

**Domain 6: Organizational Performance**

---

**Gateway Science Academy Charter School employs sound operational systems and maintains a strong internal structure.**

- Gateway Science Academy Charter School has developed a comprehensive Policy Manual that governs the school. The manual covers policies related to Board governance, operations, financial management (internal and federal), and human resources. The school also has adopted a well-thought-out Student/Parent Handbook that governs the students and details the school's mission, vision, and expectation of its students. From a fiscal perspective, the guide addresses many of the necessary areas, such as annual budget development, accounting system, audits and financial statements, and federal compliance. Certain sections of the manual, as it pertains to fiscal operations, could be more robust. For example, there could be a section added that describes the in-year reporting process to leadership and the Board – for example, Who will develop key financial reports? Who will review them? When and how those reports will be evaluated? – so that decisions can be made regarding the school's overall fiscal health. There also did not appear to be a section regarding purchasing and procurement and internal controls that outlines certain checks and balances in the school, such as check signing privileges and levels.
- The school's Board meets on a monthly basis and, based on minutes provided, experiences close to full attendance by its members at almost every meeting. The school every month receives a comprehensive Board report that address many areas, including enrollment and finances. The finance section is adequate and provides a level of analysis the Board and school leadership need to make informed decisions. The reports include budget vs. actuals for the current fiscal year and the current outlook of the school's balance sheet. This information provides stakeholders with key decision-making data to keep the school on track fiscally. Minutes for certain months also include a full check registrar for the month showing the Board and school leadership every transaction that the school has made for the month. This practice creates one hundred percent transparency. Other months include important cyclical items or topics, such as prior year's annual audit and enrollment breakdowns.

**Appendix A: Site Visit Site visit team Members**

---

The SQR to the Gateway Science Academy was conducted on March 12-14, 2019 by a site visit team of educators from SchoolWorks, LLC and members of the Missouri Charter Public School Commission.

Debon Lewis	Team Leader	SchoolWorks, LLC
Nancy Sanger	Team Writer	SchoolWorks, LLC
Dominique Astier	Team Member	SchoolWorks, LLC
David Hruby	Financial Reviewer	SchoolWorks, LLC
Martha McGeehon	Team Member	Missouri Charter Public School Commission

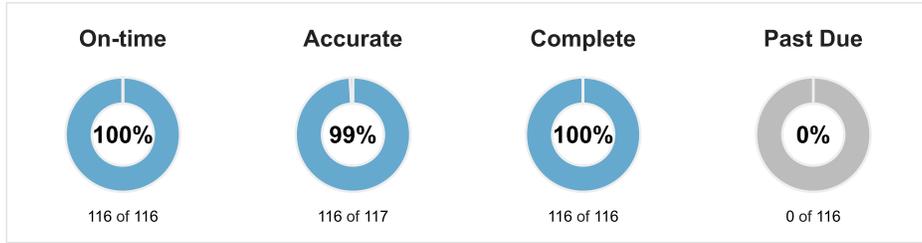
**Appendix B: Summary of Classroom Observation Data**

During the site visit, the site visit team conducted 33 observations, representing a range of grade levels and subject areas. The following table presents the compiled data from those observations. *Note: Due to rounding, the percentages for a particular indicator may not appear to total to 100%.*

	Indicator	Distribution of Scores (%)			
		<i>Ineffective</i>	<i>Partially Ineffective</i>	<i>Partially Effective</i>	<i>Effective</i>
		1	2	3	4
Classroom Climate	<b>1. Behavioral Expectations</b> Student behavior Clear expectations Consistent rewards and/or consequences Anticipation and redirection of misbehavior	0%	9%	21%	70%
	<b>2. Structured Learning Environment</b> Teacher preparation Clear agenda Learning time maximized	0%	21%	24%	55%
	<b>3. Supportive Learning Environment</b> Caring relationships Teacher responsiveness to students' needs	3%	15%	27%	55%
Purposeful Teaching	<b>4. Focused Instruction</b> Learning objectives High expectations Effective communication of academic content	9%	30%	45%	15%
	<b>5. Instructional Strategies</b> Multi-sensory modalities and materials Varied groupings Student choice and leadership	6%	30%	24%	39%
	<b>6. Participation and Engagement</b> Active student participation Perseverance	3%	46%	20%	31%
	<b>7. Higher-order Thinking</b> Challenging tasks Application to new problems and situations Student questions Metacognition	33%	45%	15%	6%
In-Class Assessment & Adjustment	<b>8. Assessment Strategies</b> Use of formative assessments	15%	30%	33%	21%
	<b>9. Feedback</b> Feedback to students Student use of feedback	73%	13%	7%	7%

Classifications (8) ▾
Entities (6) ▾
Submission Types (37) ▾
Time Period ▾

Due Dates from 7/1/2018 through Jun 30



Gateway Science Academy				
Board	On-time	32/32	<input type="text"/>	100%
Compliant ★★★★	Accurate	32/33	<input type="text"/>	97%
	Complete	32/32	<input type="text"/>	100%
School	On-time	40/40	<input type="text"/>	100%
Compliant ★★★★	Accurate	40/40	<input type="text"/>	100%
	Complete	40/40	<input type="text"/>	100%
GSA- High School				
School	On-time	11/11	<input type="text"/>	100%
Compliant ★★★★	Accurate	11/11	<input type="text"/>	100%
	Complete	11/11	<input type="text"/>	100%
GSA- South Elementary				
School	On-time	11/11	<input type="text"/>	100%
Compliant ★★★★	Accurate	11/11	<input type="text"/>	100%
	Complete	11/11	<input type="text"/>	100%
GSA-Middle School				
School	On-time	11/11	<input type="text"/>	100%
Compliant ★★★★	Accurate	11/11	<input type="text"/>	100%
	Complete	11/11	<input type="text"/>	100%
GSA-Smile Elementary				
School	On-time	11/11	<input type="text"/>	100%
Compliant ★★★★	Accurate	11/11	<input type="text"/>	100%
	Complete	11/11	<input type="text"/>	100%

## Missouri Charter Public School Commission/ Gateway Science Academy of St. Louis Contract & Performance Agreement

WHEREAS, the Missouri legislature has authorized the establishment of public charter schools in St. Louis Public School District; and

WHEREAS, the Missouri Charter Public School Commission ("Sponsor") has the authority to sponsor charter schools pursuant to 160.425.1; and

WHEREAS, the Gateway Science Academy of St. Louis ("Charter School") is an independent public school; and

WHEREAS, the Charter School is a nonprofit corporation, organized under chapter 355, RSMo; and

WHEREAS, the Charter School will operate within a district that meets the requirements of section 160.400.2 RSMo; and

WHEREAS, on February 17, 2015 the State Board of Education approved the proposed charter ("Charter Application"); and

WHEREAS, the Parties Intend that this Charter Agreement serve as a performance contract that governs the operation and outcomes of the Charter School.

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

This Agreement constitutes a Charter School Performance Contract (the "charter") executed this 1<sup>st</sup> day of January 2019 (the "Effective Date"), by and between Missouri Charter Public School Commission (the "Sponsor") and Gateway Science Academy of St. Louis, a Missouri nonprofit corporation located in 6576

Smiley Ave., St. Louis, Missouri (the "Charter School" or the "School"). The Sponsor and the Charter School are referred to collectively as the "Parties."

### Part I: Establishment of the Charter School

#### 1.1 Parties.

1.1.1 This Charter is entered Into between Gateway Science Academy of St. Louis and its governmg board (the "Charter School") and the Missouri Charter Public School Commission (the "Sponsor").

1.1.2 The person authorized to Sign on behalf of the Charter School is the President of the governing board ("Charter School Representative").

1.1.3 The person authorized to sign on behalf of the Sponsor is the Executive Director.

1.1.4 The Charter School Representative affirms as a condition of this Charter, that he/she is the abovedescribed representative of the Charter School and has authority to sign this Charter on behalf of the Charter School.

1.1.5 The Charter School shall be operated as a non-profit public benefit corporation formed and organized pursuant to Chapter 355, RSMo, section 355.025, and shall be responsible for all functions of the Charter School In accordance with the terms and conditions set forth in this Charter.

1.1.6 The Charter School certifies that all contracts obligating the charter school have been and will be undertaken by the Charter School as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for revocation of the Charter.

1.1.7 No material amendment to this Charter shall be valid without the approval of the governing board of the Charter School and Sponsor.

1.1.8 Charter School Governing Board.

1.1.8.1 The Charter School's governing board members shall be treated as if they were regularly and duly elected members of school boards in any public school district in the state for purposes of liability for acts while in office.

1.1.8.2 The Charter School affirms, as a condition of this Charter, that the Charter School's governing board members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

1.1.8.3 The Charter School shall complete a criminal background check and a child abuse registry check for each prospective board member as a condition of nomination to the governing board. Upon completion of such checks, the Charter School shall promptly notify the Sponsor of the results.

1.1.8.4 No member of the governing board shall hold any office or employment from the board or the Charter School while serving as a governing board member.

1.1.8.5 No member of the governing board shall have any substantial interest, as defined in section 105.450 RSMo, in any entity employed by or contracting with the board.

1.1.8.6 No member of the governing board shall be an employee of a company that provides substantial services to the Charter School.

1.1.8.7 The Charter School affirms, as a condition of this Charter, that it will adhere to a duly adopted conflict of Interest policy, including provisions related to nepotism and consistent with the provisions of this section and of applicable law.

1.1.8.8 On or before the first day of the Charter School's fiscal year, the School shall provide the Sponsor a current list of directors and officers including their home and business addresses.

1.1.8.9 Notwithstanding the foregoing subsection, the Charter School shall provide the Sponsor immediate notice of any change in the composition of the Charter School's governing board directors or officers including the name, home and business addresses, and resume of any new directors and officers.

1.2 Location.

1.2.1 The Charter School shall provide educational services, including delivery of instruction, at the following Locations:

GSA Smiley Campus (1<-5): 6576 Smiley Ave., St. Louis, MO 63139

GSA South Campus (1<-5): 6651 Gravois Ave, St. Louis MO 63116

GSA Fyler Campus (6-12): 5049 Fyler Ave., St. Louis MO 63109

1.2.2 Any change in the Location shall constitute a material change to this Charter and shall require advance written Notification to the Sponsor.

1.2.3 The Charter School shall not operate In more than one location per school without the prior approval of the Sponsor.

1.2.4 The Location of the Charter School must at all times meet the requirements of section 160.400.2, RSM0.

### 1.3 Facilities.

1.3.1 The building(s) in which the Charter School is to be located shall be known as the Charter School's Facilities (the "Facilities").

1.3.2 The Sponsor or its designee may, at the Sponsor's discretion, conduct a health and safety Inspection of the proposed Facilities.

1.3.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment, including but not limited to:

- Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy;
- Evidence that the Facilities meet applicable health, safety and fire code requirements; and ● Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

1.3.4 All Facilities shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools.

1.3.5 The Charter School's purchase, lease or relocation of different Facilities shall constitute a material change to this Charter and shall be subject to the following conditions:

- 0 Notification to the Sponsor;
- Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities at least thlfty (30) days prior to the first day of occupancy;
- Evidence that the Facilities meet applicable health, safety and fire code requirements; and
- 0 Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

### 1.4 Closure.

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

## Part 2: School Operation

### 2.1 Mission Statement.

The Charter School's Mission Statement shall be as presented in the approved application. Any change to that Mission Statement shall be a material amendment to this Charter and subject to Sponsor approval.

### 2.2 Term of the Charter.

The Term of this Charter shall be one and a half (1.5) years and begins January 1, 2019. This is the remalnmg one and a half years of a five (5) year renewal granted to Gateway Science Academy of St. Louis by the State Board of Education in 2015.

### 2.3 Purpose.

The Charter School is Intended to operate consistent with the terms of this Charter and applicable law; be governed and managed in a financially prudent manner; and achieve the pupil outcomes set out in this Charter.

### 2.4 Renewal.

This Charter shall be renewable. The Sponsor shall make renewal decisions consistent with the performance Indicators set out in the Monitoring Plan including but not limited to DESE-established accountability requirements and consequences.

2.4.1 The Charter School and Sponsor mutually agree if the Commission determines the performance benchmarks outlined in the Performance Agreement in this contract are not met the Charter School shall not be eligible for contract renewal and the Charter School will voluntarily relinquish its Charter at the end of the contract term.

## 2.5 Age; Grade Range; Number of Students.

The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Charter Application.

2.5.1 Enrollment projections for the Charter School shall be as follows:

Year 4 - Grades K-12 serving 1450 students in four schools (one LEA) Year

5 - Grades 1-12 serving 1550 students in four schools (one LEA)

2.5.2 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns provided such modifications are otherwise consistent with this Charter.

2.5.3 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not contemplated in the Charter Application shall be material changes to the terms of this Charter and shall require prior written authorization from the Sponsor.

2.5.4 Commencing or continuing instruction where the total number of students enrolled is ten percent (10%) less or greater than the projected enrollment for that school year, shall be a material change to the terms of this Charter and shall require prior written approval from the Sponsor. The Sponsor's approval of increases or decreases in student enrollment will be based on the Charter School's ability to demonstrate that such material changes in enrollment will not compromise the fiscal and educational integrity of the Charter School.

## 2.6 Student Recruitment and Enrollment.

Enrollment in the Charter School shall be conducted consistent with a plan to be approved by the Sponsor.

2.6.1 The Charter School shall submit projected, current, and final student enrollment information in accordance with the Sponsor's financial and attendance reporting requirements.

2.6.2 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services.

## 2.7 Volunteer Requirements.

Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances.

## 2.8 School Calendar; Hours of Operation.

The days and hours of operation of the charter School shall not be materially less (defined here as more than ten percent (10%) less total time) than those set forth in the Charter. In no event shall the days and hours of operation fail to meet minimum requirements established pursuant to section 160.011 RSMo.

## 2.9 Admissions and Enrollment.

The Charter School shall adhere to the following admissions and enrollment requirements:

2.9.1 Admit and enroll all pupils who are resident within the St. Louis School District, contingent on available capacity. If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall implement a random admissions policy as presented in the Charter Application or otherwise approved by the Sponsor subject to the exceptions presented in the following subsection.

#### 2.10 Admissions and Enrollment Preferences.

The Charter School may establish Admissions and Enrollment Preferences consistent with this part provided that such preferences must be clearly presented in the Charter Application Of must be otherwise approved in writing by the Sponsor.

2.10.1 The Charter School may limit admission to pupils according to given age group(s) or grade level(s).

2.10.2 The Charter School may give preference for admission of children whose siblings attend the School provided the sibling is eligible to attend pursuant to section 160.410.2(1) and/or (2) RSMo.

2.10.3 The Charter School may give preference for children whose parents are employed at the School provided the children are eligible to attend pursuant to section 160.410.2(1) and/or (2) RSMo.

2.10.4 The Charter School may establish a geographical area around the school whose residents will receive a preference for enrolling in the school, provided that such preferences do not result in the establishment of racially or socioeconomically isolated schools and provided such preferences conform to policies and guidelines established by the state board of education.

2.10.4.1 Changes to the Charter School established geographic area described in the Charter Application shall be material changes to the terms of this Charter and shall require prior written authorization from the Sponsor.

2.10.5 In no event may the Charter School limit admission based on race, ethnicity, national origin, disability, income level, athletic ability, Of proficiency in the English language.

#### 2.11 Attendance.

The Charter School shall maintain contemporaneous records to document pupil attendance and shall make such records available for inspection at the Sponsor's request, including for the annual audit.

#### 2.12 Student Conduct and Discipline.

The Charter School shall adopt and adhere to a student Discipline Policy that satisfies the applicable requirements of section 160.261 RSMo.

2.13 The Charter School shall comply with all applicable state and federal laws related to student discipline, including due process provisions, and shall comply with the student suspension and expulsion procedures In the Charter Application.

#### 2.14 Performance Exp ectations.

Within 90 days following the first date required by Missouri Department of Elementary and Secondary Education to report student data, the Sponsor and Charter School shall — based on state accountability systems, the Sponsor's performance expectations, and the educational goals and objectives set out in the Charter Application — finalize the performance indicators contained in the Monitoring Plan.

2.14.1 The Sponsor shall provide the Charter School a reasonable opportunity to incorporate school-specific performance measures provided that any such measures shall be demonstrably related to the School's mission.

2.14.1.1 Performance Benchmarks are outlined in Exhibit A.

2.14.2 The Monitoring Plan shall be the basis for the Sponsor's evaluation of Charter School performance.

## 2.15 Governance.

2.15.1 The governing board of the Charter School is responsible for complying with and carrying out the provisions of this Charter, including compliance with applicable law and regulation and all reporting requirements.

2.15.1.1 The governing board of the Charter School is responsible for providing to the Sponsor all documents related to board meetings including but not limited to meeting notice, minutes, agenda, and agenda related materials within one week post-meeting.

2.15.2 The Charter School's governing board shall operate in accordance with the bylaws contained in the Charter Application, as approved.

2.15.2.1 No board member shall be removed by the board in the last year of this charter agreement without prior written approval of the Sponsor.

2.15.3 The Charter School shall adhere to the method for election of officers contained in the Charter Application, as approved and consistent with section 355.326, RSMo.

2.15.4 The governing board shall adopt and adhere to a formal conflict of interest policy that is consistent with applicable law and the Sponsor's policy. A violation of such policy shall constitute a serious breach of this Charter pursuant to section 160.405 7. (1), RSMo.

2.15.5 The Charter School shall maintain governing board-adopted policies, meeting agendas and minutes; shall make such documents available for public inspection, and shall otherwise conduct open meetings consistent with the requirements of sections 610.010 to 610.030, RSMo.

## 2.16 Comprehensive Management/ Education Service Provider/Joint Application.

If the Charter School intends to enter into an agreement with another entity for comprehensive management services, the following provisions shall apply:

2.16.1 The Charter School shall comply with all Sponsor requests for information about the license agreement to ensure that the Charter School is in compliance with all provisions of this Charter and sections 160.400 to 160.420 and 167.349, RSMo.

2.16.2 In no event shall the governing board of the Charter School delegate or assign its responsibility for fulfilling the terms of this Charter.

2.16.3 The termination or change of a license agreement shall constitute a material change to the terms of the Charter and shall be subject to prior written authorization from the Sponsor.

## 2.17 Employment.

2.17.1 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees

## 2.18 Employee Certification.

2.18.1 The Charter School may employ non-certificated personnel provided that:

2.18.1.1 no more than twenty percent (20%) of the full-time equivalent instructional staff positions are filled by non-certificated personnel; and

2.18.1.2 all non-certificated instructional personnel are supervised by certificated instructional personnel.

2.18.2 The Charter School shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties of the employee. For non-certificated instructional personnel, appropriate experience, training and skills shall be determined according to the criteria set forth in section 160.420.2, RSM0.

2.18.3 The Charter School may not employ instructional personnel whose certificate of license to teach has been revoked Of is currently suspended by the state board of education.

2.18.4 The Charter School shall maintain copies of individual employment agreements Of contracts on file at the School. Such files shall be subject to periodic inspection by the Sponsor.

2.18.5 Criminal History Review.

2.18.5.1 Any person directly or indirectly employed by the Charter School including contractors and subcontractors who perform work at the Charter School must provide verification of criminal clearance for any crtme punishable as a felony Of any cnrne related to theft or the misappropriation of funds.

2.18.5.2 Charter School shall conduct criminal background checks of all employees. The criminal records summaries shall include a fingerprint check, a simultaneous FBI check, and a child abuse registry check.

2.18.5.3 The governing board must have clear policies related to the employment of Individuals who have been convicted of or has pleaded nolo contendere to a cnme punishable for a position of supervisory or disciplinary authority over school children. For the purposes of this subsection, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with the School to provide such services shall be considered to be in a position of supervisory authority over school children.

2.18.5.4 No member of the governing board or person employed or otherwise associated with the Charter School who has been convicted of or has pleaded nolo contendere to a cnme related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds.

2,19 Student Welfare and Safety.

The Charter School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

2.20 Non Discrimination.

2.20.1 The Charter School shall be nonsectarian In its programs, admission policies, employment practices, and all other operations.

220.2 The Charter School shall abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.

220.3 Any act of discrimination committed by the Charter School or its agents, or failure to comply with its Charter obligations shall be a senous breach of this Charter and shall be grounds for revocation.

2.21 Health & safety.

The Charter School shall comply with laws and regulations of the state, county, Of city relating to health and safety, including the requirements relating to notification of criminal conduct to law enforcement authorities under sections 167.115 through 167.117, RSMo.

## 2.22 Services Agreements and Partnerships.

2.22.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into contracts or other agreements with a school district, community partnership, state agency, or other entity for services related to the operation of the school consistent with sections 160.415.6 and 160.415.7, RSMo.

2.22.1.1 The terms of such contracts for services shall be negotiated between the School and the local school board or other entity.

2.22.1.2 Such contracts for services shall, at all times, be subject to the requirements of this Charter.

2.22.1.3 In the event that a contract for services under this subsection constitutes an agreement for comprehensive management, such agreement shall be subject to the requirements of subsection 2.16 of this Charter ("Comprehensive Management").

## 2.23 Transportation.

The Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved application.

## 2.24 Public Inspection.

The Charter School shall make available for public inspection, and provide upon request to a parent, guardian, or other custodian of any school-age pupil resident in the district in which the school is located the following Information:

2.24.1 This Charter, including all Exhibits, Attachments and Amendments (as approved by the Sponsor).

2.24.2 The most recent annual report on the School's performance provided by the Sponsor.

2.24.3 The School's most recent annual report card published according to section 160.522, RSMo.

2.24.4 The results of background checks on the members of the governing board.

2.24.5 The agenda and minutes of past governing board meetings.

2.25 The Charter School may charge reasonable fees, not to exceed the rate specified in section 610.026 RSMo, for furnishing copies of documents for Public Inspection.

## 2.26 Exemptions.

Except as provided in sections 160.400 to 160.420, RSMo. and as provided in this Charter, the Charter School shall be exempt from all laws and rules relating to schools, governing boards and school districts.

## Part 3: Educational Program

### 3.1 Assessment of Student Performance.

The Charter School shall implement the plan for assessment of student performance and administration of statewide assessments consistent with the laws and regulations of the state, as specified by the state board of education, for academrc assessment under section 160.518, RSMo.

3.1.1 At a minimum, the Charter School shall administer the following statewide performance assessments or subsequently adopted equivalent:

- e Missouri Assessment Program (grades three through eight)
- End of Course Assessments (grades high school) e Missouri Assessment Program- Alternate (when applicable)

3.1.2 The Charter School shall certify annually that students have participated in the state assessment program pursuant to section 160.518, RSMo.

3.1.3 The Charter School shall provide data generated from assessments articulated in the Performance Benchmarks directly from the third-party testing source when applicable.

### 3.2 Educational Program and Curriculum.

The Charter School shall implement an educational program and curriculum consistent with the program and curriculum presented in the Charter Application.

3.2.1 The Charter School may revise and amend the educational program and curriculum at its discretion and without requil\*lng approval from the Sponsor Of amendment to this Charter provided that such revisions or amendments do not indicate a material change to the school's mission or its pupil performance standards.

3.2.2 Material revisions and/or amendments to the educational program and/or curriculum shall require the Sponsor's approval.

### 3.3 Special Education.

The Charter School shall ensure that the needs of children with disabilities are met in compliance with applicable federal and state laws.

3.3.1 The Charter School shall be designated a local education agency (LEA) for purposes of meeting special education requirements pursuant to the Individuals with Disabilities Education Act (IDEA).

3.3.2 The Charter School shall annually submit to DESE a local compliance plan that indicates how a free and appropriate public education will be provided to children with disabilities. The Charter School shall comply with the local compliance plan, the state plan, and state and federal laws and federal regulations. The Charter School may use the state standards and indicators manual for guidance In establishing and Implementing the special education program.

3.3.3 The Charter School may provide special services pursuant to a contract with a school district or any provider of such services.

3.3.4 The Charter School shall promptly notify the Sponsor if any Child Complaints are filed with the MO Department of Elementary and Secondary Education.

### 3.4 English Language Learners.

The Charter School shall be responsible for meeting the needs of English language learners in compliance with Missouri and Federal law, including any Federal court decisions applicable to children of the district in which the Charter School is located.

9

### 3.5 Student Conduct and Discipline.

The Charter School shall comply with laws and regulations of the state, county, or city relating to minimum educational standards as specified by the state board of education, including the requirements relating to student discipline under sections 160.261, 167.161, 167.164, and 167.171, RSMo.

### 3.6 School Records and Reporting.

The Charter School shall comply with applicable federal and state (as specified by the state board of education) laws and regulations for maintenance and transmittal of school records including as provided for under section 167.020.7, RSMo, the Missouri Public School Record Retention Schedule, and the Federal Family Educational Rights and Privacy Act (FERPA).

3.6.1 The Charter School shall have a document retention policy that includes permanent and perpetual document storage. In the event of closure, the Sponsor, and the Department of Elementary and Secondary Education will be given access to all documents.

### 3.7 School Calendar; Hours of Operation.

The Charter School shall comply with laws and regulations of the state, as specified by the state board of education, for the minimum number of school days and hours required under section 160.041, RSMo.

## Part 4: Charter School Finance

### 4.1 Fiscal Year.

The Charter School shall operate on a fiscal year that begins on July 1 and ends on June 30.

### 4.2 State School Aid: Charter School Duties.

4.2.1 For purposes of calculation and distribution of state school aid, pupils enrolled in the Charter School shall be included in the pupil enrollment of the school district within which each pupil resides.

4.2.2 The Charter School shall report the names, addresses, and eligibility for free and reduced lunch, special education, transportation and/or limited English proficiency status of pupils enrolled at the Charter School to the Sponsor in accordance with the Monitoring Plan.

4.2.3 In accordance with the Department of Elementary and Secondary Education's (DESE's) Missouri Student Information System ("MOSIS") reporting guidelines, the Charter School shall report the average daily attendance data ("ADA"), free and reduced lunch count, special education pupil count, and limited English proficiency pupil count to DESE.

4.2.4 When a student discontinues enrollment at the Charter School, the School shall promptly notify the Sponsor and DESE. Prompt updates to MOSIS or a successor information system shall constitute compliance with the requirements of this paragraph.

4.2.5 If at the end of the fiscal year the Charter School has received overpayment for that year, the School shall be responsible for making repayment through one or more payment adjustments that DESE shall make in the subsequent fiscal year.

### 4.3 State School Aid.

10

4.3.1 On or about the 21st of each month, the Charter School shall receive a state school aid payment.

4.3.2 State school aid payments shall be based on the Charter School's current year weighted ADA.

#### 4.4 School Funding: Eligibility and Calculation.

##### 4.4.1. State School Aid as a LEA

4.4.1.1 The Charter School is entitled to receive directly from DESE an annual amount equal to the product of the charter school's weighted average daily attendance and the state adequacy target, multiplied by the dollar value modifier for the district, plus local tax revenues per weighted average daily attendance from the Incidental and teachers funds in excess of the performance levy as defined in section 163.011, RSMo, plus all other local and state aid attributable to such pupils.

4.4.1.2 The Charter School shall be eligible for transportation state aid pursuant to section 163.161, RSMo.

4.4.1.3 The Charter School shall be eligible for a proportionate share of state and federal resources generated by students with disabilities or staff serving them.

4.4.1.4 The Charter School shall be eligible for a proportionate share of money generated under other federal or state categorical aid programs to the extent the School serves students eligible for such aid.

##### 4.5 Tuition and Fees.

4.5.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment.

4.5.2 The Charter School shall not impose any fees that a school district would be prohibited from imposing.

4.5.3 Nothing in this section shall be interpreted to prohibit a Charter School from imposing fees that a school district would be permitted to impose.

##### 4.6 Debt.

4.6.1 The Charter School is authorized to incur debt in anticipation of receipt of funds including borrowing to finance facilities and other capital items provided that such incursion of debt or borrowing include a satisfactory plan for repayment.

4.6.2 Any new incursion of debt or borrowing in excess of \$10 million shall constitute a material amendment to this charter requiring prior Sponsor approval based on the Charter School's demonstration of a satisfactory plan for repayment.

4.6.3 In the event of dissolution of the Charter School, any liabilities of the School shall be satisfied in accordance with the Sponsor's closure procedures and the procedures provided for in chapter 355, RSMo.

##### 4.7 Grants, Gifts and Donations.

Nothing in this Charter shall be interpreted to prevent the governing board of the Charter School from accepting grants, gifts or donations of any kind and to expend or use such grants, gifts or donations provided that any such grants, gifts or donations not be subject to a condition that is contrary to this Charter or any applicable law.

##### 4.8 Financial Accounting and Reporting.

The Charter School shall timely submit to the Sponsor and DESE all accounting and reporting in accordance with the Monitoring Plan.

4.8.1 The Charter School shall adhere to practices that are consistent with the Missouri financial accounting manual.

4.82 All required Charter School accounting and reports shall be submitted to the Sponsor in a format compatible with Generally Accepted Accounting Principles ("GAAP").

4.8.3 The Charter School shall submit to DESE an Annual Secretary of the Board report ("ASBR") on or before August 15.

#### 4.9 Financial Audit.

The Charter School shall conduct an annual Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audit").

4.9.1 The Financial Audit shall be conducted consistent with the Monitoring Plan including, but not limited to, (1) an audit of the accuracy of the Charter School's financial statements, (2) an audit of the Charter School's attendance accounting and revenue claims practices, and (3) an audit of the Charter School's Internal control practices.

4.92 The auditor conducting the Financial Audit shall be a licensed certified public accountant.

4.9.2.1 The selection of the auditor shall require prior approval by the Sponsor.

4.9.3 The Financial Audit shall be completed and the report delivered to the Sponsor and DESE no later than December 31 following the conclusion of the fiscal year.

4.9.4 The Charter School shall publish Financial Audit results consistent with Chapter 165, RSMo.

4.9.5 The cost of the Financial Audit shall be borne by the Charter School.

4.9.6 In the event that the Charter School has local education agency ("LEA") status, the Financial Audit shall satisfy the requirements of the Every Student Succeeds Act and the reauthorized Elementary and Secondary Education Act for audits of such agencies.

4.9.7 The Financial Audit shall comply with state board of education rule, 5 CSR 30-4.030

#### 4.10 Financial Records.

All records of the Charter School are subject to inspection and production as required for fulfillment of the Sponsor's oversight duties. If the Charter is revoked, non-renewed or surrendered, or the Charter School otherwise ceases operations, the School shall manage all financial records consistent with the Sponsor's closure requirements.

#### 4.11 Assets.

4.11.1 The Charter School shall maintain a complete and current inventory of all school property and shall update the Inventory annually.

4.11.2 Any assets acquired by the Charter School are the property of the School for the duration of the Charter and any subsequent renewals.

4.11.3 The Charter School shall take reasonable precautions to safeguard assets acquired with public funds.

4.11.4 If the Charter is revoked, non-renewed Of surrendered, Of the School otherwise ceases to operate;

4.11.4.1 any assets acquired in whole or in part with public funds shall be deemed to be public assets; and

4.11.4.2 any material assets acquired wholly with private funds shall be disposed of consistent with Missouri non-profit law provided that the School must maintain records demonstrating that such assets have been acquired without the use of public funds; and

4.11.4.3 the Charter School shall manage all assets consistent with the requirements of the School Closure Protocol and the policies of the Sponsor.

4.11.5 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.

4.11.6 As required by section 110.010.1, RSMo, and as recommended by the State Auditor's Performance Audit (2004-59), the Charter School shall insure funds not covered by federal insurance.

#### 4.12 Insurance and Surety.

The Charter School shall maintain at its sole cost and expense, without reimbursement, adequate policies in the areas of Comprehensive Of Commercial General Liability; Worker's Compensation; Property Insurance to address business interruption and casualty needs including fire and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables; Comprehensive or Business Automobile Liability; Professional Of Directors Liability to cover errors and omissions; and a surety bond for the chief financial officer of the School.

#### 4.13 Coverage Minimum.

For purposes of the foregoing insurance requirements, the following coverage shall be deemed adequate:

4.13.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School's employees, and employers' liability insurance with a minimum limit of \$1,000,000.

4.13.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 for each occurrence.

4.13.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence with respect to the School's owned, hired or non-owned vehicles assigned to Of used in performance of programs or services offered by the Charter School.

4.13.4 Property insurance for buildings used by the Charter School to fulfill the purposes of this Charter and any contents acquired by the School with public funds. The insurance obtained by the School shall provide the Sponsor with the ability to file a claim for any loss of property acquired with public funds, in the event of closure, revocation or non-renewal.

4.13.5 Errors and Omissions Liability insurance shall conform to the following requirements: ● Cover the School for potential liability arising out of the rendering or failure to render professional services In the performance of the Charter, including all services related to financial management and indemnification.

- Be subject to a maximum deductible not to exceed \$1,000,000 per claim.

- Maintain minimum limits of no less than \$1,000,000 per claim/ \$3,000,000 annual aggregate.

The governing board of the Charter School may satisfy the requirements of this subsection by participating In the Missouri public entity risk management fund in the manner provided under sections 537.700 to 537.756 , RSMo.

4.13.6 The chief financial officer of the School shall maintain a surety bond in amount of at least \$500,000.

4.13.7 Any and all policies of insurance maintained by the Charter School pursuant to this Section shall be deemed primary to any potentially applicable policy Of policies of insurance maintained by the Sponsor and/or

their respective officers, agents, employees and representatives. The Sponsor may specify that it be named as "separately insured."

4.13.8 The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Sponsor by the date(s) set out in the Monitoring Plan and shall provide updated copies annually prior to the first day of school.

#### 4.14 Sponsor Expenses.

The Sponsor shall be entitled to receive from the department of elementary and secondary education one and five-tenths percent (1.5%) of the amount of state and local funding allocated to the Charter School pursuant to section 160.415, RSMo., not to exceed one hundred twenty five thousand dollars (\$125,000), adjusted for inflation.

### Part 5: Sponsor-Charter School Relationship

#### 5.1 Monitoring Plan.

The Sponsor shall base evaluation of the Charter School on the academic, fiscal and operational performance indicators set out in the Performance section of the Charter School's Monitoring Plan. Those indicators shall include, but not be limited to, DESE-established accountability requirements and consequences.

5.1.1 The Monitoring Plan may include school-specific performance goals to the extent such goals meet the Sponsor's expectations for rigor, validity and reliability.

5.1.2 The Sponsor shall evaluate the Charter School at least annually consistent with the standards and measures set out in the Monitoring Plan.

5.1.3 The Sponsor shall make renewal decisions based on the Charter School's performance in relation to the Monitoring Plan.

#### 5.2 Oversight.

The Sponsor shall have broad oversight authority over the Charter School and may, pursuant to section 160.405.8, RSMo, take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter and applicable law. The Sponsor's oversight of the Charter School shall include the following activities:

5.2.1 Oversight, intervention, revocation, renewal, and closure processes and procedures for the Charter School;

5.2.2 Monitoring the performance and compliance of the Charter School within the terms of this Charter and applicable laws, policies and regulations;

5.2.3 Ensuring Charter School compliance with reporting requirements;

5.2.4 Monitoring the educational, legal, fiscal and organizational condition of the Charter School; and

5.2.5 Providing guidance to the Charter School on compliance and other operational matters.

#### 5.3 Renewal.

5.3.1 The Sponsor shall make renewal decisions consistent with the Sponsor's renewal decision-making procedures.

5.3.2 The Sponsor shall make renewal decisions based on the Charter School's performance in relation to the performance indicators set out in the Monitoring Plan.

#### 5.4 Intervention.

Consistent with any oversight practices set out in the Monitoring Plan, the Sponsor shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.

#### 5.5 Revocation.

The Sponsor may revoke this Charter at any time if the charter school commits a serious breach of one or more provisions of this Charter or on any of the following grounds:

5.5.1 Failure to meet academic performance standards as set forth in the charter agreement, or failure to meet any performance standard set forth in the written charter.

5.5.2 One or more material violations of any provision of the charter agreement.

5.5.3 Failure to meet generally accepted standards of fiscal management or audit requirements.

5.5.4 Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.420 and 167.349, RSMo, within forty-five (45) days following receipt of written notice requesting such information.

5.5.5 Violation of law.

5.5.6 Conviction of fraud.

5.5.7 Significant risk to the health and safety of students.

#### 5.6 Reporting and Inspection.

All records established and maintained in accordance with the provisions of this Charter, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Sponsor or its designees.

5.6.1 The Charter School shall grant the Sponsor access to student data collected by DESE and available through MOSIS.

5.6.2 Upon request, the Charter School shall report and/or make available to the Sponsor any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student information.

5.6.3 Access shall include the authority to review and copy documents.

5.6.4 Except as otherwise provided in this Charter, the Sponsor shall use such Information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student Information acquired from the Charter School for any other purpose.

5.6.5 The Sponsor shall provide the Charter School reasonable notice and, to the extent feasible, a schedule of regular reporting requirements.

#### 5.7 Site Visits.

The Sponsor may, at its discretion, conduct announced or unannounced Site Visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of the Sponsor's oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; interviews and observations of the principal, governing board, staff, school families, and community members; and/or observation of classroom instruction.

## 5.8 Complaints.

5.8.1 Any complaints or concerns received by the Sponsor about the Charter School or its operation, including but not limited to complaints filed with the MO Department of Elementary and Secondary Education, Office for Civil Rights, Missouri Commission on Human Rights, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Sponsor to the Charter School.

5.8.1.1 To the extent that concerns or complaints received by the Sponsor about the Charter School may trigger Sponsor Intervention, including revocation or non-renewal of the Charter, the Sponsor may monitor the Charter School's handling of such concerns or complaints. In such cases, the Sponsor may request and the Charter School shall provide information regarding the school's actions in responding to those concerns or complaints.

5.8.1.2 Within thirty (30) days of receipt of any documents, data and records provided by the Charter School pursuant to compliance with the terms of this Charter, the Sponsor shall notify the Charter School in writing of material problems, questions, concerns, and/or issues related to such documents, data, and reports.

5.8.2 The Charter School shall promptly forward to the Sponsor any formal complaints or concerns received by the Charter School including but not limited to complaints filed with the MO Department of Elementary and Secondary Education, Office for Civil Rights, Missouri Commission on Human Rights, and Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the governing board of the Charter School.

## 5.9 Reporting.

The Charter School shall timely provide to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations.

5.9.1 Student records may include but are not limited to emergency contact information, health and immunization data, class schedules, attendance summaries, disciplinary actions and academic performance standardized assessment results and documentation required pursuant to state and federal law.

5.9.2 The Charter School shall allow the Sponsor access of data from third-party organizations if the data relates to performance benchmarks.

5.9.3 The Sponsor shall endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, limiting requests to what is reasonably required for the Sponsor to fulfill its duties for oversight, accountability and reporting, and avoiding duplicative requests by accessing data collected by DESE through MOSIS.

## 5.10 Dispute Resolution.

In the event of a dispute between the Charter School and the Sponsor regarding the terms of this Charter or any other issue regarding the relationship between the Charter School and the Sponsor, the Parties agree to implement the following Dispute Resolution Plan in good faith.

5.10.1 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).

5.10.2 Within thirty (30) days of sending written correspondence, or longer if both parties agree, the Charter School Representative and the Sponsor Representative, of their designees, shall confer in a good faith effort to resolve the dispute.

5.10.3 If the dispute has not been resolved following efforts to confer, the parties agree to identify a neutral, third-party mediator to assist in dispute resolution. The format of the third-party mediation process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Mediation costs shall be shared equally between the Charter School and the Sponsor. The finding(s) or recommendation(s) of any mediator shall be binding unless the governing authorities of the School and Sponsor agree jointly in writing to non-bind themselves.

5.10.4 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Charter School may exercise any legal rights and pursue any legal remedies that are available under applicable law.

5.10.5 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Sponsor may take any action it deems appropriate, consistent with its duty to ensure that the Charter School is in material compliance with this Charter and applicable law. Nothing in this section be construed to abridge or in any way limit the Sponsor's authority to revoke a Charter consistent with the requirements of section 160.405.7 RSMo.

#### 5.11 Notification.

5.11.1 The Charter School shall notify the Sponsor immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter or applicable law.

5.11.2 The Charter School shall notify the Sponsor immediately of any circumstance requiring the closure of the Charter School, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.

5.11.3 The Charter School shall immediately notify the Sponsor of the arrest or charge of any members of the Charter School's governing board or of a Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter School's governing board or of any Charter School employee for child abuse.

5.11.4 The Charter School shall notify the Sponsor immediately of any change in its corporate status with the Missouri Secretary of State's Office.

5.11.5 The Charter School shall notify the Sponsor immediately of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

5.11.6 The Charter School shall notify the Sponsor immediately if at any time during the school year, the Charter School's enrollment decreases by ten percent (10%) or more compared to the most recent pupil count submitted to the Sponsor and/or DESE.

5.11.7 The Charter School shall notify the Sponsor immediately if the Charter School is named in a lawsuit.

### Part 6: Contract Implementation.

#### 6.1 Entire Agreement.

The Parties intend this Charter, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Charter. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter may be approved from time to time hereafter.

#### 6.2 Notice.

Any notice required or permitted under this Charter shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School:  
Orville Goerger Jr.

Gateway Science Academy of St. Louis Charter School Board  
6025 Chippewa Street, Ste 206  
St. Louis, MO 63109

In the case of the Sponsor:  
Robbyn Wahby, Executive Director  
Missouri Charter Public School Commission  
20 South Sarah Street  
St. Louis, MO 63108

### 6.3 Indemnification and Disclaimer of Liability.

6.3.1 The Parties acknowledge that the Charter School is not acting as the agent of, or under the direction and control of the Sponsor, except as required explicitly by law or this Charter, and that the Sponsor does not assume liability for any loss or Injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.

6.3.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Sponsor to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Sponsor.

6.3.3 The Charter School shall defend, Indemnify, and hold harmless the Sponsor and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Sponsor on account of any action of the Charter School, its employees, agents or asslgn. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

6.3.4 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee, or agent of the Sponsor.

6.3.5 The Sponsor shall not be liable for the debts or financial obligations of the Charter School.

6.3.6 The Charter School shall not be liable for the debts or financial obligations of the Sponsor,

### 6.4 Waiver.

The failure of either Party to Insist on strict performance of any term or condition of this Charter shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 6.5 Assignment.

No right or interest in this Charter may be assigned by anyone on behalf of the Charter School without prior written approval of the Sponsor and delegation of any contractual duty of the Charter School shall not be made without PfiOf written approval of the Sponsor, which approval may be given or withheld at the sole discretion of the Sponsor. A violation of this provision shall constitute a serious breach of the Charter pursuant to section 160.405.7, RSMo. and shall be grounds for revocation of the Charter.

### 6.6 Applicable Law.

This Charter shall be governed by and construed in accordance with the laws of the State of Missouri and all applicable federal laws of the United States.

6.6.1 The Parties intend that where this Charter references federal Of state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

6.6.2 The Charter School shall comply with all federal and state laws and regulations that are applicable to charter schools unless the School has expressly received a waiver from such laws and regulations. The Charter School shall conform, in all respects, with the educational standards contained in this Charter.

#### 6.7 Severability.

The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter shall remain in effect unless otherwise terminated by one Of both of the Parties.

#### 6.8 Third Party Beneficiary.

The enforcement of the terms and conditions of this Charter, and all fights of action relating to such enforcement, shall be strictly reserved to the Sponsor and the Charter School. Nothing contained in this Charter shall give or allow any claim or right of action whatsoever by any other or third person. It is the express Intent of the Parties to this Charter that any person receiving services or benefits hereunder shall be deemed an Incidental beneficiary only.

#### 6.9 Counterparts; Signature by Facsimile.

The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.

#### 6.10 Material Amendment.

Any Material Amendment to this Charter shall be effective only with approval of both the Sponsor and the Charter School.

6.10.1 The Charter School may submit any proposed Material Amendment to the Sponsor in accordance with guidance to be promulgated by the Sponsor.

6.10.2 Changes to the Charter that constitute Material Amendments include, but are not limited to, the following:

6.10.2.1 Changes In legal status; ownership; governance; or semor management, including the structure of the governing board and its membership;

6.10.2.2 The termination or change of a comprehensive management company shall constitute a material change to the terms of the Charter and shall be subject to prior written authorization from the Sponsor.

6.10.2.3 Changes to the mission statement;

6.10.2.4 Variances In actual enrollment that exceed Of fall short of enrollment projections contained in the Charter by more than ten percent (10<sup>0</sup>/0);

6.10.2.5 Changes grade levels served;

6.10.2.6 Changes in location of the Facilities;

6.10.2.7 Changes in the school calendar affecting the number of days of instruction;

6.10.2.8 Changes in admissions or enrollment preferences or procedures;

6.10.2.9 Changes in special education status Of procedures;

6.10.2.10 Changes in LEA status; and

.10.2.11 Substantial changes to the educational program with respect either to content or method.

6.11 Non-Material Amendment.

A Non-Material Amendment to this Charter may be made effective by the Charter School through written Notification to the Sponsor.

6.11.1 Non-Material Amendments to the Agreement include, but are not limited to, the following:

6.11.1.1 Amendments to the Charter School's bylaws;

6.11.1.2 Revisions and/or amendments to the instructional methods Of curriculum that do not affect the School's mission or pupil performance standards;

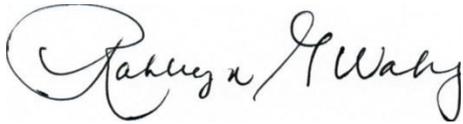
6.11.1.3 Variances in actual enrollment that do not exceed or fall short of enrollment projections contained in the Charter by more than ten percent (10<sup>0</sup>/0);

6.11.1.4 Changes to the mailing address, telephone, and/or fax number of the Charter School provided that such changes do not constitute a change to the School's location; and

6.11.2 Unless the Sponsor objects in writing within thirty (30) days following Notification, a Non-Material Amendment shall become effective thirty (30) days following Notification.

6.11.3 The Sponsor may object in writing to a Non-Material Amendment either on the basis that the proposed change constitutes a Material Amendment or for other good cause that shall be stated in the objection.

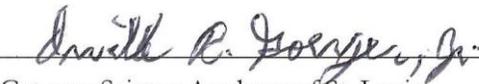
6.11.4 Unless the Sponsor objects In writing, the Non-Material Amendment shall become effective after thirty (30) days.



2/7//19

Robbyn G. Wahby, Executive Director  
Missouri Charter Public School Commission  
Sponsor

DATE



Gateway Science Academy of St. Louis

2-6-19

DATE

Orville R Goerger Jr.  
Chair, Gateway Science Academy of St. Louis Charter School Board

IN WITNESS WHEREOF, the Parties have made and entered into this Charter as of the Effective Date.

## Exhibit A: GSA Performance Contract

District Goal: APR results will exceed the district in which the school resides (SLPS) and at least meet 80% annually.

Student Academic Goal 1: On the average of all MAP Grade Level Assessments administered, GSA will exceed the performance of the St. Louis Public Schools District by at least 15% annually.

Student Academic Goal 2: On the average of all MAP Grade Level Assessments, performance of each cohort will exceed the state average within three years that they are at GSA.

Student Academic Goal 3: The overall annual growth rate of the GSA on a nationally recognized norm-referenced test, NWEA, will be 50% or higher across all grades and subjects for which the test is given every year.

Student Academic Goal 4: The average of ACT scores of GSA will be 20 or higher for each graduating class.

Student Academic Goal 5: GSA Students will perform at or above state average levels on all Missouri End of Course Assessments (EOCs).

Student Academic Goal 6: GSA will achieve 90% or higher four-year cohort graduation rate.

### Non-academic Goals:

GSA will achieve;

-90% student retention rate annually

-85% teacher retention rate annually

-94.5% student attendance annually

-At least 80% parent and student satisfaction annually

-25% (5-12 grade) student participation in GSA-School, GSA-District, Concept Network, and local science and engineering fairs every year.

### Operational Goals:

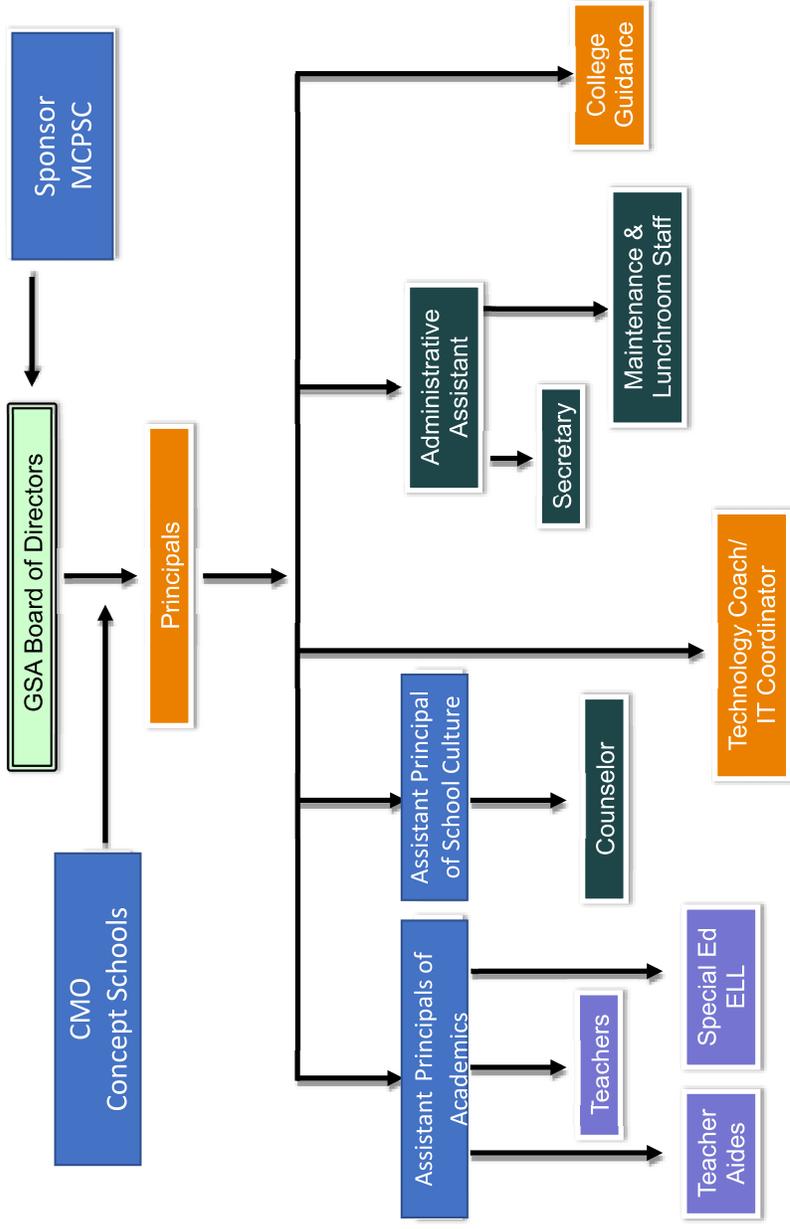
-Financial: GSA will have a surplus of at least 5% annually.

-Governance: Board Meetings are noticed and conducted consistent with open meetings law.

-Parent & Community Engagement: 70% attendance at parent-teacher conferences by parents annually

30% of the GSA parents to receive home visits from teachers annually

# GSA Organizational Structure



## SMILEY CAMPUS

- Principal: Mr. Nuh Celik
- Assistant Principal of Academics: Dr. Janet Moak
- Assistant Principal of School Culture: Ms. Kathleen McCann
- Counselor and Homeless Coordinator: To be Hired
- District Special Education Director: Trudy Williams
- District ELL Coordinator: Enisa Sahbegovic

## FYLER CAMPUS

- Principal: Mr. Matt Sagnak
- Assistant Principal of High School: Dr. Mustafa Icel
- Assistant Principal of Middle School: Dr. Brian Schick
- Counselor and Homeless Coordinator: Ms. Kacey Selliers
- Social Worker: Ms. Sarah Gershman
- District Special Education Director: Ms. Trudy Williams
- District ELL Coordinator: Enisa Sahbegovic

## SOUTH CAMPUS

- Principal: Mrs. Wendy Gilliam
- Assistant Principal of Academics: Mr. Debra Weaver
- Assistant Principal of School Culture: Ms. Nicole Burnett
- Counselor and Homeless Coordinator: Sarah Darby
- District Special Education Director: Trudy Williams
- District ELL Coordinator: Enisa Sahbegovic



**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200630611201  
N00774562  
Date Filed: 11/02/2006  
Robin Carnahan  
Secretary of State

**Articles of Incorporation of a Nonprofit Corporation**

(To be submitted with a filing fee of \$25)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act adopt the following Articles of Incorporation:

- (1) The name of the corporation is Gateway Science Academy of Saint Louis
- (2) This corporation is a Public (Public or Mutual) Perpetual Benefit Corporation.
- (3) The period of duration of the corporation is Perpetual ("Perpetual" unless stated otherwise)
- (4) The name and street address of the Registered Agent and Registered Office in Missouri is:  

<u>Sabir Mutlu</u>	<u>14508 Tramore Dr Apt 5</u>	<u>Chesterfield, MO 63017</u>
<small>Name</small>	<small>Address</small>	<small>City/State/Zip</small>
- (5) The name(s) and address(es) of each incorporator:

<u>Mehmet Kahveci</u>	<u>7814 N Sheridan Blvd Columbia, MO 65202</u>
<u>Kemal Akkaya</u>	<u>205 Greg Ln Carbondale, IL 62901</u>
<u>Emre Celebi</u>	<u>1964 McCutchen Dr Apt 15 Rolla, MO 65405</u>
- (6) Does the corporation have members? YES \_\_\_\_\_ NO
- (7) The assets of the corporation will be distributed on dissolution as follows: \_\_\_\_\_  
The assets of the corporation will be distributed to a non-profit corporation by the Board of Directors
- (8) The corporation is formed for the following purpose(s): To open and govern a charter school,  
"Gateway Science Academy of Saint Louis" in the state of Missouri
- (9) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: \_\_\_\_\_  
(Date may not be more than 90 days after the filing date in this Office)

State of Missouri  
Creation - NonProfit 2 Page(s)



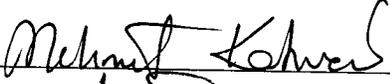
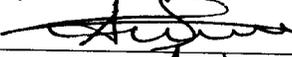
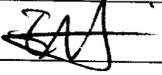
T0630641805

Name and address to return filed document:

Name: Sabir Mutlu  
Address: 14508 Tramore Dr. #5  
City, State, and Zip Code: Chesterfield, MO 63017

In Affirmation thereof, the facts stated above are true and correct:  
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Signed by Incorporator(s):

Mehmet KAHVECİ		Oct 09, 2006
Kemal Akkaya		10/9/2006
Emre Celebi		10/9/2006

# State of Missouri



Robin Carnahan  
Secretary of State

## CERTIFICATE OF INCORPORATION MISSOURI NONPROFIT

WHEREAS, Articles of Incorporation of

*Gateway Science Academy of Saint Louis*  
*N00774562*

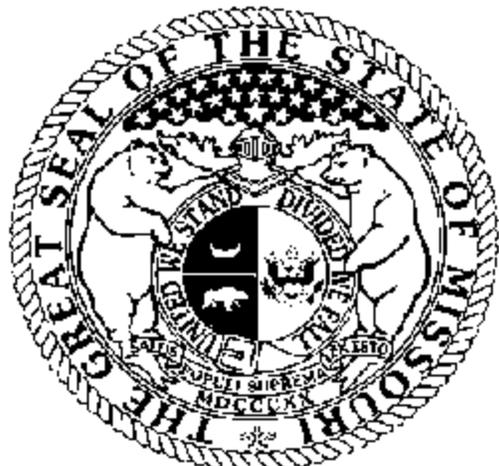
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law,

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of the State of Missouri do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
2nd day of November, 2006.

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State





**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number:  
N00774562  
Date Filed: 08/11/2008  
Robin Carnahan  
Secretary of State

**Articles of Amendment  
for a Nonprofit Corporation**  
(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Gateway Science Academy of St. Louis
- (2) The amendment was adopted on 08/11/2008 and changed article(s) 7 & 8 to state as follows:  
month/day/year

*SEE Attachment*

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):                   ✓                  

(4) If approval by members was required, check here and provide the following information: \_\_\_\_\_

- A. Number of memberships outstanding: \_\_\_\_\_
- B. Complete either C or D:
- C. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

*Please see next page*

Name and address to return filed document:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_

State of Missouri  
Amend/Restate - NonProfit 3 Page(s)

T0822418506

## Attachment

### Article # 7

**DISSOLUTION CLAUSE:** Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

### Article # 8

**PURPOSE:** The corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

**OPERATIONAL LIMITATIONS:** Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:                      Number Voting undisputed:

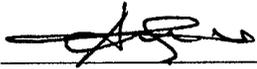
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: \_\_\_\_\_

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)



Kemal Akkaya

Chairman of the Board

8/11/2008

*Authorized signature of officer or chairman of the board*

*Printed Name*

*Title*

*Date*

# State of Missouri



Robin Carnahan  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

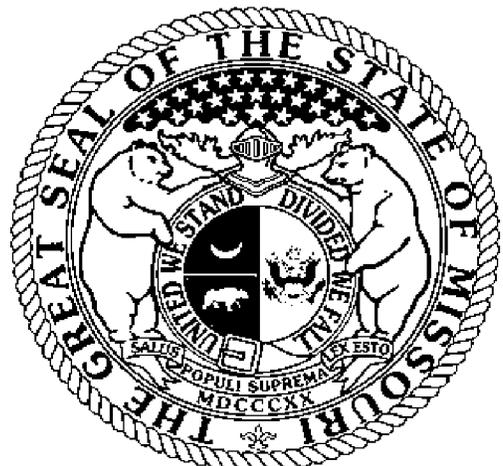
*Gateway Science Academy of Saint Louis*  
N00774562

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
11th day of August, 2008.

*Robin Carnahan*

Secretary of State



# BY-LAWS OF GATEWAY SCIENCE ACADEMY OF SAINT LOUIS

## ARTICLE I

### OFFICES

**Section 1.1 Registered Office and Registered Agent.** The Corporation shall have and continuously maintain in the State of Missouri a registered office and a registered agent whose office is the Corporation's registered office, as required by the Statute. The registered office may, but need not be, identical with the principal office of the Corporation in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors in accordance with applicable law.

**Section 1.2 Principal Place of Business.** The principal place of business of the Corporation shall be located in St. Louis, Missouri. The Corporation may have such other offices, either within or without the State of Missouri, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

## ARTICLE II

### MEMBERS

**Section 2.1 No Members.** As provided in the Articles of Organization, the corporation shall have no members.

## ARTICLE III

### BOARD OF DIRECTORS

**Section 3.1 General Powers.** The business, affairs and property of the Corporation shall be managed and controlled by the Board of Directors, and all corporate powers shall be vested in and exercised by the Board of Directors, except as otherwise provided by law, the Articles of Incorporation or these Bylaws.

**Section 3.2 Number, Election and Term.** The Board of Directors shall consist of not less than three (3) directors, with the exact number of directors to be fixed by the Board of Directors from time to time.

**Section 3.3 Election and Term.** Such directors shall be elected by the directors then in office for a term of one year, and each such director shall hold office until his or her successor has been duly elected and qualified, or until his or her death or until his or her resignation or removal in the manner provided in Section 3.4 or Section 3.5 of this Article III.

**Section 3.4 Resignation.** A director may resign at any time by delivering written notice to the Board of Directors, its presiding officer or to the President or Secretary. Any resignation shall take effect upon receipt of notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, affirmative acceptance of the resignation shall not be necessary to make it effective. If the resignation specifies a later effective date, a successor may be elected prior to such effective date to take office when the resignation becomes effective.

**Section 3.5 Removal** A director may be removed, with or without cause, by the vote of two-thirds (2/3) of the directors then in office.

**Section 3.6 Annual Meeting.** Unless otherwise determined by vote of a majority of the directors then holding office, the annual meeting of the Board of Directors shall be held on the second Saturday of August of each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause a special meeting of the Board of Directors to be held as soon thereafter as may be convenient for the purpose of electing directors and for the transaction of such other business as may properly come before a special meeting of the Board of Directors.

**Section 3.7 Regular Meetings.** The Board of Directors shall hold regular meetings, at a date, time and place fixed by these Bylaws or the Board, for the purpose of transacting such business as properly may come before the Board. The Board of Directors shall hold a minimum of six (6) regular meetings a year.

**Section 3.8 Special Meetings.** A Special Meeting shall be held at any time called by the President of the Board or the Secretary upon the written request of twenty percent of the Directors then in office. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

**Section 3.9 Notice.** At least 24 hours (excluding weekends and holidays) before any Board of Directors meeting, a notice of the meeting shall be posted at the meeting place. The notice shall include time, date, place and tentative agenda of the meeting, and whether the meeting is open or closed. In case of a Board of Directors meeting by conference call or other electronic means, the notice shall specify the location where the public may observe and attend that meeting. If the Board of Directors meeting is held via Internet or other computer link, a notice shall be posted on the corporation's web site. Written notice of the date, time, place, and purpose of any special meeting of the Board of Directors shall be delivered personally to each director, or shall be sent by mail, electronic mail or next business day delivery service (such as Federal Express) or confirmed telecopier to each director's business address. Two (2) business days' notice shall be given if notice is sent by mail, and one (1) business day's notice shall be given if notice is delivered personally or sent by electronic mail, next business day delivery service or confirmed telecopier; provided, however, that if the designated meeting place is outside the State of Missouri, an additional one (1) day's notice shall be given. If by mail, such notice shall be deemed to be delivered when deposited in the United States mail with first class postage thereupon prepaid. If by electronic mail or next business day delivery service, such notice shall be deemed to be delivered when the electronic mail or notice is delivered to the telegraph company or delivery service. If by telecopier, such notice shall be deemed to be delivered when telecopy confirmation is received.

**Section 3.10 Waiver of Notice.** A director may waive notice of any meeting before or after the date and time stated in the notice, provided the waiver is in writing, signed by the director entitled to the notice, and filed with the minutes or the corporate records. A director's attendance at or participation in a meeting waives any required notice of the meeting unless the director, upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with these bylaws, the Articles of Incorporation or the Missouri Nonprofit Corporation Act, objects to lack of notice and does not vote for or assent to the objected to action.

**Section 3.11 Quorum.** A majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or these Bylaws, the vote of a majority of the Board of Directors present at the time of a vote, if a quorum is present, shall be the act of the Board of the Directors.

**Section 3.12 Manner of Acting.** The affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 3.13 Vacancies.** If a vacancy occurs on the Board of Directors, including a vacancy resulting from a decrease in the number of directors, the directors remaining in office, even if such directors constitute less than a quorum of the entire authorized Board of Directors, may fill such vacancy or vacancies by the affirmative vote of a majority of the directors remaining in office. The term of a director filling a vacancy expires at the end of the unexpired term which such director is filling. A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

**Section 3.14 Compensation.** No director shall receive any salary or other compensation for services rendered as a director, provided, however, that by resolution of the Board of Directors the directors may be paid their reasonable expenses incurred by them in carrying out their duties as director, if any, and for attendance at each meeting of the Board.

**Section 3.15 Informal Action by Directors.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof, and included in the minutes filed with the corporate records reflecting the action taken. Such action shall be effective when the last Director signs the consent, unless the consent specifies a different effective date.

**Section 3.16 Committees of Directors.** The Board of Directors may, by resolution passed by a majority of the entire Board, designate two or more directors to constitute a committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation; provided, however, that the designation of such a committee and of authority to the committee shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon the Board of Directors or any member thereof under Missouri law. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

**Section 3.17 Attendance.** Inadequate attendance at meetings of the Board of Directors, defined as unexcused absence from three (3) consecutive meetings or from at least fifty percent (50%) of such meetings within one (1) calendar year. Members of the Board of Directors may participate in a meeting of the Board by electronic or telephonic means or similar communications equipment whereby all persons participating in the

meeting can hear each other, and participation in a meeting in this matter shall constitute presence in person at the meeting, and may take official action.

## **ARTICLE IV**

### **OFFICERS**

**Section 4.1 Number.** The officers of the corporation shall be President, Vice-President, Treasurer and Secretary. The same individual may simultaneously hold more than one office.

**Section 4.2 Election and Term of Office.** The officers of the corporation shall be elected each year by the Board of Directors at its annual meeting.

**Section 4.3 Resignation and Removal.** An officer may resign at any time by delivering written notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a future effective date. An officer's resignation does not affect the corporation's contract rights, if any, with the officer.

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors at any time, with or without cause. An officer's removal does not affect the officer's contract rights, if any, with the corporation.

**Section 4.4 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. If a resignation is made effective at a future date and the corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date.

**Section 4.5 President.** The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. In the absence of resolutions adopted by the Board of Directors to the contrary, or where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to any other officer or agent of the corporation or shall be required by law to be otherwise signed or executed, the President of the corporation is hereby authorized, empowered and directed to take any and all actions and to execute any and all contracts, agreements, instruments, certificates, consents, deeds, mortgages, bonds and other instruments and documents on behalf of the corporation which the President deems necessary or desirable and in the best interests of the corporation. The President of the corporation is further authorized, empowered and directed to vote any stock or security

owned by the corporation on behalf of the corporation and to exercise any other right or interest which the corporation may have therein or with respect thereto. The President may preside at all meetings of the Board of Directors and in general shall perform all duties incident to the office of President and such other duties as may be assigned from time to time by the Board of Directors.

**Section 4.6 Vice-President.** In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**Section 4.7 Treasurer.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with Article V of these bylaws; (b) prepare and file with the State of Missouri all reports, notices and information required by state or other applicable laws; and (c) in general perform all the duties incident to the office of Treasurer and such other duties as may be assigned from time to time by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**Section 4.8 Secretary.** The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and (d) in general perform all duties incident to the office of Secretary and such other duties as may be assigned from time to time by the President or by the Board of Directors.

**Section 4.9 Salaries.** No officer shall be entitled to receive any salary for his or her services to the corporation.

## ARTICLE V

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

**Section 5.1 Contracts.** The Board of Directors may authorize any officer, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

**Section 5.2 Loans.** Unless authorized by The Board of Directors and expressly approved by the President, no loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**Section 5.3 Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by the President of the corporation or by any officer, agent or agents, provided that each such checks draft or order for payment of money, note or other evidence of indebtedness has been specifically authorized by the Board of Directors; in each instance.

**Section 5.4 Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the President may select.

**Section 5.5 Gifts.** The President may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

## ARTICLE VI

### FISCAL YEAR

**Section 6.1 Fiscal Year** The fiscal year of the corporation shall be same as the fiscal year of the school year.

## ARTICLE VII

### BOOKS AND RECORDS

**Section 7.1 Books and Records** The corporation shall keep as permanent records a record of the minutes of meetings of the corporation's Board of Directors and a record

of actions taken by committees of the Board. The corporation shall maintain appropriate accounting records.

## **ARTICLE VIII**

### **SEAL**

**Section 8.1 Seal** The corporation shall have no corporate seal.

## **ARTICLE IX**

### **WAIVER OF NOTICE**

**Section 9.1 Waiver of Notice** Whenever any notice is required or permitted to be given under the provisions of these bylaws, the Articles of Incorporation or the Missouri Nonprofit Corporation Act, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE X**

### **AMENDMENTS**

**Section 10.1 Amendments** The Board of Directors shall have the power to make, amend, and repeal these bylaws and any additional and supplemental bylaws, at any regular or special meeting of the Board of Directors, and notice of any such proposed additional or supplemental bylaws, or the proposed repeal or amendment of any bylaw need not be included in the call of said meeting.

## ARTICLE XI

### INDEMNIFICATION OF OFFICERS AND DIRECTORS AGAINST LIABILITIES AND EXPENSES IN ACTION

**Section 11.1 Indemnification with Respect to Third Party Actions.** This corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that such person (i) is or was a director, officer, employee or agent of this corporation, or (ii) is or was serving at the request of this corporation as a director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, or (iii) is or was at the request of the corporation a guarantor of any debts of this corporation, against expenses (including attorneys' fees), judgments, fines, taxes and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

**Section 11.2 Indemnification with Respect to Actions by or in the Right of the Corporation** This corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of this corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of this corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to this corporation unless and only to the extent that the court in which such action or suit

was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

**Section 11.3 Determination of Standard** To the extent that a director, officer, employee or agent of this corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and/or 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the action, suit, or proceeding.

Any indemnification under Sections 1 and/or 2 of this Article (unless ordered by a court) shall be made by this corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, partner, trustee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

**Section 11.4 Payment of Expenses in Advance of Disposition of Action** Expenses incurred in defending any actual or threatened civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, partner, trustee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by this corporation as authorized in this Article.

**Section 11.5 Non-Exclusive** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under Section 537.117 RSMo, any other provision of law, the Articles of Incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity while holding such office and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**Section 11.6 Further Indemnity** This corporation shall have the power to give any further indemnity, in addition to the indemnity authorized or contemplated under other

sections of this Article, including Section 5, to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, provided that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. Nothing in this Section shall be deemed to limit the power of this corporation under Section 5 of this Article to enact bylaws or to enter in agreements without shareholder adoption of the same.

**Section 11.7 Insurance** This corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article.

**Section 11.8 Definition of Corporation** For the purpose of this Article, references to "this corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee, partner, trustee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as such person would if such person had served the resulting or surviving corporation in the same capacity.

**Section 11.9 Certain Definitions** For purposes of this Article, references to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of this corporation" shall include any service as a director, officer, employee or agent of this corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of this corporation" as referred to in this Article.

**Section 11.10 Extent of Indemnification** This corporation shall, to the fullest extent permitted by Section 355.476 of the Missouri Nonprofit Corporation Act, as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have the power to indemnify under said Section 355.476 from and against any and all of the expenses, liabilities or other matters referred to in or covered by said Section 355.476.

**Section 11.11 Saving Clause** In the event any provision of this Article shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Article and any other provisions of this Article shall be construed as if such invalid provision had not been contained in this Article.

## ARTICLE XII

### CONFLICTS OF INTEREST AND DISCLOSURES

**Section 12.1 Purpose** The purpose of the conflicts of interest and disclosures policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

#### **Section 12.2 Definitions**

(a) **Interested Person.** Any director, officer, employee, or candidate who has a substantial interest, as defined below, is an interested person.

(b) **Substantial Interest.** Ownership by the individual, the individual's spouse, or the individual's dependent children, whether singularly or collectively, directly or indirectly of:

- (1) 10% or more of any business entity; or
- (2) an interest having a value of \$10,000 or more; or
- (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

### **Section 12.3 Conflicts of Interest Procedures**

(a) Conflicts of Interest. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her substantial interest and all material facts relating thereto to the Board of Directors and members of committees with Board- delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the substantial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board of Directors or committee meeting while the substantial interest is discussed and voted upon. The remaining Board of Directors or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

- (1) An interested person may make a presentation at the Board of Directors or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- (2) The Chair of the Board or chair of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or committee shall determine by a

majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

- (1) If the Board of Directors or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, The Board of Directors or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Section 12.4 Records of Proceedings** The minutes of the Board of Directors and all committees with Board-delegated powers shall contain --

(a) Names of Persons with Substantial Interest. The names of the persons who disclosed or otherwise were found to have a substantial interest in connection with an actual or possible conflict of interest, the nature of the substantial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed.

(b) Names of Person Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

**Section 12.5 Compensation Committees.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

**Section 12.6 Disclosure Reports.** Each Board Member and Executive Officer shall disclose in writing to the Board the following information by May 1 of each year if any such transactions occurred during the previous calendar year.

(a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the Corporation, other than compensation received as an employee or payment of any tax, fee or penalty due to the Corporation, and other than transfers for no consideration to the Corporation; and

(b) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the Corporation, other than payment of any tax, fee or penalty due to the Corporation or transactions involving payment for providing utility service to the Corporation, and other than transfers for no consideration to the Corporation.

Each Chief Administrative Officer and Chief Purchasing Officer for the Corporation shall disclose in writing to the Board the following information by May 1 of each year.

(c) The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement; and

(d) The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests; and

(e) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

**Section 12.7 Filing of Disclosure Reports.** The disclosure reports described in Section 12.6 shall be filed with the Corporation and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section 12.8 Annual Statements.** Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- (a) Receipt. Has received a copy of the conflicts of interest and disclosure policy.
- (b) Read and Understand. Has read and understands the policy.
- (c) Agrees to Comply. Has agreed to comply with the policy.
- (d) Tax Exemption. Understands that the corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Section 12.9 Periodic Reviews.** To ensure that the corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the corporation may conduct periodic reviews.

## **Conflict of Interest Policy**

The Board of GATEWAY SCIENCE ACADEMY of ST.LOUIS (GSA) adopts the following policy, effective on the date of adoption by the Board.

This policy establishes expectations for governing board member conflicts of interest.

### **Article I**

#### **Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (GSA) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the GSA or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable GSAs. As a charter school, certain special state conflicts of interest policies apply as discussed herein.

### **Article II**

#### **Definitions**

**1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

**2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the GSA has a transaction or arrangement,
- b. A compensation arrangement with the GSA or with any entity or individual with which the GSA has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the GSA is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## Article III

### Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Under Missouri law, the following are conflicts of interest. The Board has no discretion on whether these items present a conflict of interest. No person shall be appointed to the board unless they meet the following requirements. Any board member who is in violation of any of these requirements is ineligible to serve and shall immediately forfeit their office:

- a. No member of the Board shall hold any other office or employment from the board while serving as a member of the board.

b. No member of the board shall have any substantial interest (see section 105.450 RSMo for a definition) in any entity employed by or contracting with the board.

c. No member of the board shall be an employee of a company that provides substantial services to the charter school.

**3. Procedures for Addressing the Conflict of Interest**

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the GSA can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the GSA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

**4. Violations of the Conflicts of Interest Policy**

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Article IV**

## **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **Article V**

### **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the GSA for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the GSA for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the GSA, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **Article VI**

### **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

- d. Understands the GSA is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **Article VII**

### **Periodic Reviews**

To ensure the GSA operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management GSAs conform to the GSA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Article VIII**

### **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the GSA may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

## **Sunshine Law (Chapter 610) Policy**

### **RESOLUTION**

**WHEREAS, Section 610.023.1, RSMo, provides that a public governmental body is to appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request; and**

**WHEREAS, Section 610.026, RSMo, sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records; and**

**WHEREAS, Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, FRSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.**

#### **NOW, THEREFORE, BE IT RESOLVED:**

- 1. That the GSA Principal be and hereby is appointed custodian of the records of GSA and that such custodian is located at 6576 Smiley Ave., St.Louis, MO 63109.**
- 2. That said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.**
- 3. That the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided.**
- 4. That it is the public policy of GSA that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law.**
- 5. That GSA hereby closes all public records to the extent authorized by law.**
- 6. That GSA shall comply with sections 610.010 to 610.030, RSMo, the Sunshine Law, as now existing or hereafter amended.**