

CHARTER SCHOOL / AUTHORIZER AGREEMENT

The University of St. Thomas (hereinafter “Authorizer”) and the St. Paul Conservatory for Performing Artists (hereinafter “School”) are entering into this Agreement as of July 1, 2021 for the purposes of defining the responsibilities and obligations of each party with respect to the operation of a charter school. It is the intention of the parties that this Agreement will comply with all requirements of the Charter Law (as such term is defined below).

SECTION 1. DEFINITIONS.

For purposes of this Agreement, and in addition to the terms defined throughout this Agreement, each of the following words or expressions shall have the meaning set forth in this section:

- 1.1 “Agreement” means this Charter School/Authorizer Agreement between the Authorizer and the School as is required by *Minnesota Statutes* §124E.10, Subd. 1(a). (Charter contract).
- 1.2 “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant to those laws.
- 1.3 “Application Information” means the charter school application information and supporting documentation submitted to the Authorizer for the Authorizer to grant the charter to the School. The critical Application Information is attached to this Agreement as Attachment 1 and by this reference is made a part of this Agreement. The Application Information may be amended from time to time by the Charter School Board provided that significant changes are approved in advance by the Authorizer. The School will be accountable for implementing the program described in the Application Information. In the event that there is an inconsistency or dispute between the provisions in the Application Information and this Agreement, the provisions of this Agreement shall be followed.
- 1.4 “Charter Law” means the *Minnesota Statutes* §124E *et seq.*, as amended, and any rules or regulations adopted by the Commissioner relating to this law.
- 1.5 “Charter School Board” means the Board established to govern the School, as provided under *Minnesota Statutes* §124E.06-§124E.07.
- 1.6 “Commissioner” means the Commissioner of the Minnesota Department of Education.
- 1.7 “Department” means the Minnesota Department of Education.
- 1.8 “School” means the St. Paul Conservatory for Performing Artists which is established as a charter school pursuant to this Agreement and which is incorporated pursuant to *Minnesota Statutes* §317A.

- 1.9 “School Information” includes all educational data, as defined in *Minnesota Statutes* §13.32; any and all data related to employees; any and all complaints filed by the School as required by law and all complaints filed against the School; any and all investigative files and the results of any investigations; and any and all financial information as required to be disclosed under Section 7.7.
- 1.10 “Authorizer” means the University of St. Thomas, with its official office located at 2115 Summit Avenue, St. Paul, MN 55105. The Authorizer represents and warrants that it is an organization eligible to authorize charter schools in Minnesota as provided for in the Charter Law.
- 1.11 “School Year” means July 1 through June 30.

SECTION 2. TERM.

The term of this Agreement is **five** years, commencing on the date of this Agreement, July 1, 2021, as identified above, and continuing through **June 30, 2026**, unless terminated earlier pursuant to Sections 9 or 10 of this Agreement.

SECTION 3. PURPOSE OF THE SCHOOL; DESCRIPTION OF THE PROGRAM; CONTENT STANDARDS; CURRICULUM; PERFORMANCE INDICATORS AND EVALUATION.

- 3.1 Purpose of the School. The School will be organized and operated to achieve more than one purpose as described in the Application Information and as provided for in the Charter Law, including the primary purpose: to improve all pupil learning and all student achievement.
- 3.2 Description of the Program. The School’s program will be as described in the Application Information. The School agrees to operate in a manner consistent with the Application Information unless the School and the Authorizer agree to amend the approved charter.
- 3.3. Content Standards. The School’s educational program shall meet or exceed Minnesota Academic Standards.
- 3.4 Curriculum. The School shall implement the curricula described in the Application Information, supplemented with other curricula that may be helpful to the School’s academic progress to the extent that such curricula meet or exceed Minnesota Academic Standards. The School may, without seeking Authorizer approval, make reasonable modifications to its approved curriculum to permit the School to meet its educational goals and student achievement standards. Any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the approved curriculum to cease to be in operation will require approval from the Authorizer and an amendment to this Agreement.
- 3.5 Performance Indicators and Evaluation.

(a) Graduation Standards. The School will comply with the requirements of the Minnesota Graduation Standards, as defined by *Minnesota Statutes* §§120B.02; 120B.024; and Minnesota Rules parts 3501.0010 – 3510.0280 and will document the levels of student performance in terms of students meeting those graduation standards.

(b) Every Student Succeeds Act (ESSA). The School will comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the federal Every Student Succeeds Act or its implementing regulations established by the U.S. Department of Education including, but not limited to, participating in statewide assessments, meeting participation requirements for each student group on state assessments, meeting public and parent reporting requirements, and implementing School sanctions if the School is identified for improvement.

(c) Goals, Performance Indicators, and Accountability System. The School and the Authorizer agree to the goals and measurable performance indicators for the Academic Performance, Financial Viability, and Organizational Performance of the School as set forth in Attachment 2 (“Accountability System”), which specifies the performance levels necessary in order for this Agreement to be renewed. Authorizer reporting on school outcomes against these goals and measurable performance indicators will take place annually. As provided for in Attachment 2, the academic outcomes will be assessed using multiple indicators including nationally normed referenced tests or other professionally recognized measurement systems, state tests required of all students, and other methods provided for in this Agreement. In keeping with the primary purpose of charter schools under *Minnesota Statutes* §124E.01, Subd. 1, improving all pupil learning and all student achievement as measured by the Academic Performance indicators will be the most important factor in determining contract renewal. The School’s success in meeting the additional statutory purposes identified by the School will be considered as secondary factors.

The parties intend, where this Agreement references or is contingent upon state or federal accountability laws, to be bound by any applicable modification or amendments to such laws upon the effective date of such modifications or amendments. The specific terms, form, and requirements of the Accountability System may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law.

(d) Accountability for Multiple Campuses. If the School operates multiple campuses under this Agreement, this Agreement includes specific academic accountability measures for each campus. The Authorizer will evaluate each campus’s academic performance independently of other campuses, and each campus will be independently accountable for its performance.

(e) Annual Report. The School will file an annual report with the Authorizer that is consistent with the provisions of *Minnesota Statutes* §124E.16, Subd. 2 and which contains the information required by the Authorizer (the “Annual Report”). The report will be filed no later than October 1 of each year during the term of this Agreement. The School may

include other information in the Annual Report. The Authorizer will review the Annual Report and, if necessary, provide written comment to the Board.

(f) Annual Report Dissemination. The School will disseminate the annual report to the families of students attending the School and post the report on the School's official Web site.

SECTION 4. LEGAL STRUCTURE AND AUTHORITY OF THE SCHOOL.

4.1 Legal Structure.

(a) Nonprofit Status. The School is organized and operated as a nonprofit corporation under *Minnesota Statutes* Chapter 317A, as amended.

(b) Articles of Incorporation. The School's articles of incorporation are Attachment 3 ("Articles"). The School will submit any modification of the Articles to the Authorizer within five (5) business days of approval by the Charter School Board.

(c) Bylaws. The School's bylaws are Attachment 4 ("Bylaws"). The School will notify the Authorizer of any proposed amendments to the Bylaws. At its discretion, the Authorizer may review and comment on the proposed amendments. The School will consider the Authorizer's review and comment, and will submit to the Authorizer any amendments to the Bylaws within five (5) business days of approval by the Charter School Board. Pursuant to *Minnesota Statutes* §124E.07, Subd. 4, Authorizer approval is required if the Charter School Board wishes to change its governance structure.

(d) Affiliated Nonprofit Building Corporation. If eligible under *Minnesota Statutes* §124E.13, Subd. 3, the School may form an affiliated nonprofit building corporation which complies with all legal requirements. The School or its affiliated nonprofit building corporation must receive a positive review and comment from the Commissioner as detailed in *Minnesota Statutes* §124E.13, Subd. 4.

(e) Authorized Grades. The authorized grades will be as specified in the Application Information. If the Application Information provides for a phase-in of the grades, this phase-in will not be changed without prior written consent of the Authorizer.

(f) Program Expansion. The School will not expand its site or grade levels beyond that specified in the Application Information without application to and approval by the Authorizer, and without the Authorizer's submission of a supplemental affidavit to the Commissioner. The Commissioner must approve the supplemental affidavit consistent with *Minnesota Statutes* §124E.06, Subd. 5.

SECTION 5. LOCATION OF THE SCHOOL

5.1 The School shall be located at **16 West 5th Street, St. Paul, MN 55102.**

The School may change its location(s) only after obtaining written approval from the Authorizer, subject to any terms and conditions specified.

SECTION 6. PRE-OPENING REQUIREMENTS

To demonstrate the School's readiness to open successfully, the School is required to meet a set of pre-opening benchmarks by specified dates as set forth in the "Ready-to-Open Process". If the School fails to meet the pre-opening requirements within the required timeframes, the opening of the School will be postponed by one year in accordance with *Minnesota Statutes* §124E.06 Subd. 3(g). If the school is an existing school renewing its contract this section does not apply.

SECTION 7. OPERATING REQUIREMENTS

7.1 Governance.

(a) Board of Directors. The School will be governed by a Charter School Board. The composition of the Charter School Board shall at all times be determined by and consistent with the Articles and Bylaws and all Applicable Law and policy. The school will file changes in the membership of the Charter School Board with the Authorizer.

(b) Background Checks. Before any persons are seated as members of the Charter School Board, the School will conduct a criminal background check identical to those required by *Minnesota Statutes* §123B.03, Subd. 1. The School will certify to the Authorizer that background checks have been completed and, consistent with Applicable Law, will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information.

(c) Conflicts of Interest. The provisions of *Minnesota Statutes* §124E.07, Subd. 3 and §124E.14 relating to conflicts of interest shall be followed by each member of the Charter School Board.

(d) Powers. The Charter School Board will provide policy leadership including, but not limited to, long-range planning and goal-setting for the School consistent with the School's approved mission; holding the School accountable for meeting academic, financial, and operational goals; approving an annual budget and providing oversight of the budget; employing appropriate staff or contracting with organizations that do employ appropriate staff; setting expectations and reviewing the performance of the School director at least annually; and other policies regarding the operation of the School.

(e) School Board Election. Charter School Board elections and director qualifications will be as provided in the Charter Law and the Bylaws.

(f) Affiliation. Notwithstanding any provision to the contrary in the Charter, Application, or the Articles and Bylaws, in no event shall the Charter School Board, at any time, be composed of voting members of whom a majority are directors, officers,

employees, agents, or otherwise affiliated with any single entity (with the exception of the School itself), regardless of whether said entity is affiliated or otherwise partnered with the School. For the purposes of this paragraph, “single entity” shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates, and partners. The Authorizer may, at its sole discretion, waive this restriction upon a written request from the School.

(g) Non-Commingling. Assets, funds, liabilities, and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authorizer.

(h) Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, *Minnesota Statutes* §13D. The Charter School Board will provide proper written notice to Authorizer of all board meetings including special, regular, and emergency.

(i) Frequency of Meetings. The Charter School Board will meet as provided in the Bylaws. A copy of the agenda, minutes, financial statements and all related documents will be provided to the Authorizer at least three days prior to the meeting. At the request of the Authorizer, the Charter School Board will provide the Authorizer an opportunity to address the Charter School Board regarding matters determined by the Authorizer.

(j) Charter School Board Training. The Charter School Board will participate in training consistent with the *Minnesota Statutes* §124E.07, Subd. 7. In addition, the Charter School Board will submit its plan for training to the Authorizer if requested by the Authorizer and attend training reasonably required by the Authorizer.

7.2 Non-Sectarian. The School will be nonsectarian in its programs, admission policies, employment practices and all other purposes.

7.3 Tuition and Fees. The School will not charge Minnesota residents tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law. The School will comply with the Minnesota Public Schools Fee Law, *Minnesota Statutes* §123B.34-39, which governs authorized and prohibited student fees.

7.4 Home School. The School will not be used as a method of providing education or generating revenue for students who are being home schooled pursuant to *Minnesota Statutes* §120A.22.

7.5 Enrollment. The School will follow student admission requirements as stated in *Minnesota Statutes* §124E.11.

(a) Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, *Minnesota Statutes* §363A.

(b) Admissions. The School's admission policies and procedures are attached to this Agreement as Attachment 5.

(c) Student Transfers and Exits. Any student exit out of the School will be documented by an exit form signed by the student's parent or guardian, which affirmatively states that the student's transfer or exit is voluntary. The School will collect and report to the Authorizer, in a format required or approved by the Authorizer, exit data on all students transferring from or otherwise exiting the school for any reason (other than graduation), voluntary or involuntary. Such exit data will document the date of and reason(s) for each student departure. In the event that the School is unable to document the reasons for a voluntary withdrawal, the School will notify the Authorizer and provide evidence that it made reasonable efforts to obtain documentation.

(d) Right to Remain. Pursuant to *Minnesota Statutes* § 121A.40-121A.56, students who enroll in the School will have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, or court-ordered placement. Students who fail to attend the School as required by state law may be removed from the School's rolls only after the requisite unexcused absences have been documented and all truancy procedures followed.

7.6 Reporting to the Authorizer.

(a) Reports. The School will file reports, including but not limited to the Annual Report identified in Section 3.5(e) of this Agreement, with the Authorizer regarding the implementation efforts and outcomes of the School's program. These reports shall encompass operational, governance, financial, compliance, and academic elements—including those elements related to achievement of the primary and additional statutory purposes of the school. The Authorizer will provide a format and a reasonable timeline for these reports.

(b) Access to Information. The School will provide the Authorizer with and permit prompt and reasonable access to any School Information requested by the Authorizer. For purposes of such data disclosure, the parties agree that they will be governed by *Minnesota Statutes* §13.05.

(c) Assessments and Test Results. The School will provide the Authorizer with required government assessments and test results promptly following the time the School receives each of its preliminary test results and final test results. The School will provide the Authorizer with any other assessments and test results as required by the Authorizer each semester. Where necessary the School shall truncate information to the last four digits of the student identification number to protect student data privacy.

(d) Violations of Law. The School will promptly notify the Authorizer of all complaints that allege that a violation of state or federal law or regulation has been committed by the School unless such reporting would violate Applicable Law.

7.7 Financial Management. For the purposes of this Section, the School is subject to *Minnesota Statutes* §124E.16, Subd.1.

(a) Procedures and Controls. At all times, the School will maintain appropriate governance and managerial procedures and financial controls, which shall include but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) a checking account; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with Applicable Law.

(b) Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Board. The School will consider the Authorizer's review and comment, but is not required to incorporate in the annual budget any comments or other modifications proposed by the Authorizer. The School shall also provide the Authorizer periodic reports on the School's financial status as provided for in Section 7.6(a) of this Agreement and to allow for evaluation of the School program.

(c) UFARS. The School will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All accounting records will be audited annually by a public accounting firm engaged by the Charter School Board.

(d) Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of other schools (*Minnesota Statutes* §123B.75 to 123B.83) except when deviations are necessary because of the program of the School. Deviations must be approved by the Commissioner and Authorizer. The School will provide the Authorizer with a final audit and any management letters provided by the auditor. As provided by *Minnesota Statutes* §124.E.16, Subd. 1, if the audit includes findings that a material weakness exists in the financial reporting systems of the School, the School must submit a written report to the Commissioner explaining how the material weakness will be resolved in accordance with the procedures set by the Commissioner. The report to the Commissioner will also be provided to the Authorizer.

Upon prior written request, the School will make available for review by the Authorizer all financial records at such times as reasonably requested by the Authorizer.

(e) Creditors. If the School has any payments to creditors for which there is an outstanding liability of over 90 days, the School will provide the Authorizer a written statement explaining the reasons for this and a proposal for payment of the outstanding liability.

7.8 Transactions with Affiliates.

The School shall fully comply with sections 124E.07 and 124E.14 of the charter school law. Additionally, with regard to non-board members, the school shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the School, any past member of the Charter School Board, any employee past or present of the School (except in their employment capacity), or any family member of the above individuals, unless:

(a) The terms of such transaction (considering all the facts and circumstances) are no less favorable to the School than those that could be obtained at the time from a person who is not such an affiliate, past member, employee, or related individual; and

(b) The Charter School Board discloses any conflicts and operates in accordance with a conflict of interest policy that has been approved by the Authorizer.

7.9 Educational Service Providers. The School shall not, without explicit, written approval of the Authorizer, contract with a third party to provide comprehensive (all or a substantial portion of the) services necessary to manage and operate the School. If the School intends to enter into such a contract, it will, no later than 120 days prior to the effective date, enter into a legally binding and enforceable agreement with such entity named in the Application Information (the "ESP") in a form substantially similar to that contained in the Application Information (the "Management Contract"), subject to the approval of the Authorizer. The Management Contract will specifically set forth:

(a) Proposed key terms, including roles and responsibilities of the Charter School Board, the School staff, and the ESP; the services and resources to be provided by the ESP and any affiliated entities; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the ESP; financial controls and oversight; investment disclosure; methods of contract oversight and enforcement; and conditions for contract renewal and termination; and

(b) Disclosure and explanation of any existing or potential conflicts of interest between the Charter School Board and the ESP or any affiliated business entities.

No later than thirty (30) days prior to entering into the Management Contract, the School will provide a copy of the Management Contract in proposed final form to the Authorizer. The Management Contract will be accompanied by a letter from a licensed attorney representing the School stating that the Management Contract meets the attorney's approval. Such attorney may not represent or be retained by the Management Provider. The Management Contract shall not be executed until the School is notified in writing by the Authorizer that the Management Contract meets its approval. The School shall not enter into any contract for comprehensive school management services to be performed in substantial part by any other entity not identified as such in the Application Information without receiving prior written approval from the Authorizer.

7.10 Employment and Staffing.

(a) Authorization of Employment. The Charter School Board or its delegate will employ and contract with necessary teachers, as defined by *Minnesota Statutes* §122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School.

(b) Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

(c) Collective Bargaining. If eligible employees of the School organize to engage in collective bargaining, the School will comply with *Minnesota Statutes* §179A, the Public Employment Relations Act.

7.11 School Facilities.

(a) Lease Space. The School will comply with the provisions of *Minnesota Statutes* §124E.13, Subd. 1 for leasing space. Prior to finalizing a lease for space, the School will submit it to the Department for review and comment. The School will also provide the lease to the Authorizer for review and comment at the request of the Authorizer.

(b) Maintenance of Facilities and ADA Compliance. The School will be responsible for the maintenance of any facilities it leases in accordance with all Applicable Law, including ensuring compliance with all ADA accessibility requirements.

(c) Use of the Facility by the School. The School will use its designated facility for the sole purpose of operating a public school as authorized by this Agreement. The School will not conduct, nor will it permit, any activity on its premises that would threaten or endanger the health or safety of occupants.

(d) Inspections. The Authorizer will have access at all reasonable times to any facility leased or used in any way by the School, for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Agreement.

7.12 Transportation. Transportation for students enrolled at the School will be provided in accordance with the Application Information and Applicable Law.

7.13 Health and Safety.

(a) School District Requirements. The School will comply with the same health and safety requirements as a school district and meet all requirements set forth in Applicable Law.

(b) Immunization. The School will comply with *Minnesota Statutes* §121A.15, requiring proof of student immunizations.

- 7.14 Human Rights. The School will comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with *Minnesota Statutes* §121A.04, which governs provision of equal opportunities for members of both sexes to participate in athletic programs.
- 7.14 Student Dismissal. The School will comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), *Minnesota Statutes* §§121A.40-56. The School Board shall maintain a disciplinary policy and procedure consistent with MPFDA prior to enrolling students.
- 7.15 Students with Disabilities. The School will comply with *Minnesota Statutes* §125A and §124E and applicable rules and Federal law relating to the education of pupils with a disability as though it was a school district. Consistent with the provisions of *Minnesota Statutes* §124E.21, the financial parameters within which the School will operate to provide the special education instruction and related services to pupils with disabilities will be based on the needs of the student as defined by the student's evaluation and by the instruction and related services provided to the student as specified in the student's individual education plan (IEP).
- 7.16 English Language Learners. The School will at all times comply with all Applicable Law regarding the education of English language learners, including but not limited to *Minnesota Statutes* § 124D.58-65 the Elementary and Secondary Education Act (ESEA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA). The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School will employ and train teachers to provide appropriate services to English language learners, and will assure compliance with any and all requirements of Applicable Law regarding services to English language learners.
- 7.17 Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a school district for the purposes of tort liability under *Minnesota Statutes* §466. The School will acquire and keep in full force and effect the insurance coverage required by the Applicable Law. The Authorizer will be named as an additional insured on such policies. The School agrees to provide the Authorizer with certificates of insurance on an annual basis. The types and amounts of insurance held by the School are included as Attachment 6.
- 7.18 Compliance Agreement. Charter School Board members agree to comply with all Applicable Laws governing organizational, programmatic, and financial requirements applicable to charter schools. Signed agreements indicating each member's agreement to comply are attached to this Agreement as Attachment 7.
- 7.19 Other Reports. The School and the Authorizer will file all reports with the Commissioner consistent with the procedures established by the Commissioner.

SECTION 8. AUTHORIZER'S DUTIES AND OVERSIGHT FEE

- 8.1 Oversight Plan. The Authorizer will implement a plan, outlined in Attachment 8 (“UST Accountability and Oversight System”), to provide ongoing oversight to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the law regarding Authorizing. The Authorizer reserves the right to periodically update and replace its oversight tools in efforts to continuously improve its practice. Updated tools will be available in the Authorizer’s Program Guide, updated annually.
- 8.2 Authorizer’s Duties. In order to address the provisions of Section 8.1 above, the Authorizer will use attachments from this contract, including the evaluation rubric included as part of Attachment 2 (“School Accountability System),” as oversight tools and plans. As noted above, the Authorizer reserves the right to periodically update and replace its oversight tools in efforts to continuously improve its practice. Updated tools will be available in the Authorizer’s Program Guide, updated annually. The formal written performance evaluation completed prior to contract renewal is included as Attachment 9 (“UST Evaluation”).
- 8.3 Authorizer Report to the Board. The Authorizer will annually provide the Charter School Board, in writing, the Authorizer’s evaluation of the School’s performance and how well the School is meeting the provisions of this contract.
- 8.4 Authorizer Oversight Fee. The School shall pay the Authorizer the following fee for Authorizing and overseeing the School:
- (a) Fee. The School will pay the Authorizer the maximum fee allowed under the Charter Law during the term of this Agreement.
 - (b) Payment. The School will pay the fee described in Section 8.4(a) within 30 days of receipt of the Authorizer’s invoice.
- 8.5 Liaison. The Authorizer may designate a liaison for the School and will inform the School annually of the name of this person. The Authorizer will provide the School at least 30 days written notice of any change to the liaison.
- 8.6 Communication of Areas of Concern.
- (a) Communication. It is the intent of the parties to address areas of concern in a non-adversarial process whenever possible. To that end, the parties agree to communicate areas of concern and to address those concerns in a professional manner.
 - (b) Feedback. The Authorizer will provide the Charter School Board feedback at least annually regarding the performance of the School. The primary feedback will be in the

form of an annual evaluation consistent with the School's Accountability System and the Authorizer Oversight Plan.

(c) Intervention. If the Authorizer has areas of concern regarding the performance of the School, the "Intervention Policy" as provided in Attachment 10 will be followed.

8.7 Tuition Remission Plan for Charter School Staff.

The Charter School will be provided with up to 36 graduate credit hours, of which the Authorizer will provide up to 12 credit hours of tuition remission, for graduate-level coursework in the School of Education, each year of this Contract. The Charter School will designate staff eligible to participate in this program subject to final approval from the Authorizer under the terms of the then-existing program admission requirements. For each staff person approved by the Charter School to participate in this opportunity, the Charter School staff member will receive 1/3 tuition remission from the Authorizer, the Charter School staff member will pay 1/3 tuition, and the Charter School will pay 1/3 tuition for each course taken. Courses available are those offered at the graduate level, up to but not including Doctoral-level courses. The tuition rate used shall be the University of St. Thomas' then-prevailing rate assigned to the program in which the student is admitted as a graduate student, including both on- and off-campus programs. As the Authorizer, the University of St. Thomas does not require the School to avail itself of this benefit, nor does it require the staff of the Charter School to use St. Thomas for their graduate education as a condition of continued authorization of the School.

SECTION 9. NONRENEWAL OR TERMINATION BY AUTHORIZER FOR GOOD CAUSE

9.1 Grounds. The Authorizer may elect not to renew this Agreement at the end of the term, or may elect to terminate this Agreement at the end of the term, or may elect to terminate this Agreement during the term, for any of the following reasons or for other reasons stated in *Minnesota Statutes* §124E.10, Subd. 4(b):

- (a) The School's failure to meet the requirements for pupil performance contained in Section 3 of this Agreement;
- (b) The School's failure to meet generally accepted standards of fiscal management;
- (c) Violations of Applicable Law; or
- (d) Other good cause shown.

9.2 Nonrenewal or Termination Proceedings. The provisions of this subsection shall govern any nonrenewal or termination proceedings by the Authorizer so long as such provisions are not in conflict with the Charter Law or other Applicable Law. If any provision of this subsection conflicts with any provision of the Charter Law or other Applicable Law, or with any future amendment to such laws, then the provision of such Law shall prevail.

- (a) Notice to School. If the Authorizer makes a preliminary decision to not renew or to terminate this Agreement, then the Authorizer will notify the School of the proposed action in writing, per Charter Law. Such written notice must be sent to the Chair of the Charter School Board and the Director of the School. The notice will state the grounds for the proposed action in reasonable detail. The notice will state that the Board may request, in writing, an informal hearing before the Authorizer as allowed by *Minnesota Statutes* §124E.10, Subd. 4.
- (b) Board's Response. Within 15 business days of receipt of the notice of termination or non-renewal under Section 9.1, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within the 15-business-day period will be treated as acquiescence to the proposed non-renewal or termination. If the Board requests an informal hearing, then included with the request for an informal hearing, the Charter School Board will provide documentation or other evidence in writing to the Authorizer that addresses the issues raised in the notice for termination or non-renewal.
- (c) Schedule for Hearing. Upon receipt of the request for an informal hearing before the Authorizer from the Charter School Board, the Authorizer will follow *Minnesota Statutes* §124E.10, Subd. 4 in providing notice to the Charter School Board of the hearing date.
- (d) Hearing. The parties agree that the hearing will not be subject to the requirements of *Minnesota Statutes* §14. The hearing will be informal. Both the Charter School Board and the Authorizer may be represented by legal counsel.
- (e) Authorizer Decision. In any nonrenewal proceedings, the Authorizer will take final action to renew or not renew this Agreement no later than 20 business days before the end date of this Agreement. In any termination proceedings, the Authorizer will take final action to terminate or not terminate this agreement no later than 20 business days before the proposed date of termination. The Authorizer will give notice of the final action, in writing, to the Board and will file a copy with the Commissioner.
- 9.3 Dissolution. If this Agreement is terminated or not renewed based on the criteria in Section 8.1, above, the School will be dissolved according to the applicable provisions of *Minnesota Statutes* Chapter 317A or 308A. The school will follow the School Closure Plan as provided in Attachment 11 to enact an efficient dissolution.
- 9.4 Distribution of Property Not Owned by School. In the event of dissolution of the School, all property that it might lease, borrow or contract for use, will be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.
- 9.5 Distribution of Property Owned by School. All property that has been purchased by the School will remain its own property. In the event of subsequent dissolution of the School,

after all financial obligations are met, the property will be distributed to other charter schools consistent with the guidelines of the Commissioner.

- 9.6 Property Owned by Teachers or Staff. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School will be exempt from distribution of property and will remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus which have been personally financed by teachers or staff.

SECTION 10. MUTUAL AGREEMENT FOR NONRENEWAL OR TERMINATION

- 10.1 Non-Renewal. The Authorizer and Charter School Board may mutually agree to not renew this Agreement in accordance with the provisions of *Minnesota Statutes* §124E.10, Subd. 5, in which event the Authorizer and the School will jointly submit their intent in writing to the Commissioner no later than 90 days prior to the end date of the term of this Agreement. Nonrenewal by mutual agreement under this subsection is not an available option if proceedings for a unilateral nonrenewal action by the Authorizer are commenced under Section 9 of this Agreement.
- 10.2 Termination. The Authorizer and the Charter School Board may mutually agree to terminate this Agreement during the term in accordance with the provisions of *Minnesota Statutes* §124E.10, Subd. 5, in which event the Authorizer and the School will jointly submit their intent in writing to the Commissioner no later than 90 days prior to the date of termination. Termination by mutual agreement under this section is not an available option if proceedings for a unilateral termination action by the authorizer are commenced under Section 9.
- 10.3 Information to New Authorizer. If a new Authorizer is approved by the Commissioner, the current Authorizer will provide the new Authorizer information about the fiscal, operational, and student performance of the School as required by *Minnesota Statutes* §124E.10 Subd.5.

SECTION 11. GENERAL TERMS.

- 11.1 Amendments. This Agreement may not be amended without a written agreement executed by both parties. If the authority of the School or Authorizer is altered by legislative act, this Agreement is automatically amended to reflect the change in law as of the effective date of such change.
- 11.2 Authorizer Authority. Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, power, or administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future.

- 11.3 Exclusive Criteria for Authorizer Action. All decisions by the Authorizer concerning contract renewal, nonrenewal or transfer to a different authorizer, shall be made exclusively upon the criteria set forth in this Agreement, the Charter Law and other Applicable Law. Authorizer specifically agrees that it will not consider or be influenced by any past, present or potential future contracting relationships, or lack of such relationships, between Authorizer, its agents or employees, and School in any decision by Authorizer affecting this Contract, its renewal, nonrenewal or an extension thereof, or any decision affecting transfer to another authorizer.” The School agrees that its autonomy and obligations remain as set forth in this Agreement, Attachment 2 (“Accountability System”), and the Charter Law irrespective of any additional contracts or relationships that may exist with the Authorizer.
- 11.4 Liability and Indemnification. The School assumes full responsibility for its activities and operations. The School agrees not to sue the Authorizer or any of its affiliates, directors, officers, employees or representatives with respect to any matters that arise under this Agreement or relate in any way to the formation, performance, suspension, termination or nonrenewal of this Agreement. The Authorizer does not assume any obligation with respect to any director, officer, employee, representative, agent, parent, guardian, student or independent contractor of the School, and no such person shall have the right or standing to bring suit against the Authorizer or any of its affiliates, directors, officers, employees or representatives with respect to any matters that arise under this Agreement or relate in any way to the formation, performance, suspension, termination or nonrenewal of this Agreement. The parties acknowledge and agree that the Commissioner, the Authorizer, members of the Authorizer’s board in their official capacity, and employees of the Authorizer, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to *Minnesota Statutes* §124E.09 and nothing in this Agreement is intended to limit or impair such immunity. The School agrees to indemnify, defend, and hold harmless the Authorizer and its affiliates, agents, directors, officers, employees and representatives from and against any and all third party claims, suits, demands, liabilities and expenses (including reasonable attorneys’ fees) which arise out of or relate in any manner to this Agreement, the operation of the School, the failure of the School to perform its obligations under this Agreement or under Applicable Law, or reliance by the Authorizer on information supplied by the School or its representatives. This indemnification also applies to the commissioner and department officers, agents, and employees notwithstanding *Minnesota Statutes* §3.736. In the event of any litigation between the School and the Authorizer in which the Authorizer is the prevailing party, the Authorizer shall be entitled to recover from the School, to the extent permitted by Applicable Law, all costs of such litigation, including reasonable attorneys’ fees.
- 11.5 Waiver. No waiver by either party or any breach of any covenant or provision of this Agreement will be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

- 11.6 Severability. If any provision or provisions in this Agreement shall be held to be invalid, unenforceable or in conflict with Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and will remain in full force and effect.
- 11.7 Survival of Provisions. The terms, provisions and representations contained in this Agreement that by their sense and context are intended to survive termination of this Agreement will survive.
- 11.8 Non-Agency. It is understood that the School is not the agent of the Authorizer.

Dated: As of this 31st Day of May, 2022

University of Saint Thomas, a Minnesota Higher Education Institution Authorizer

By: <u>Julie H. Sullivan</u> (Signature)	_____ (Signature)
<u>Julie H. Sullivan</u> (Print Name)	_____ (Print Name)
<u>President</u> (Title)	_____ (Title)

St. Paul Conservatory for Performing Artists, a Minnesota Charter School

By: <u>Callie Jacobs</u> (Signature)	<u>Michael Robins</u> (Signature)
<u>Callie Jacobs</u> (Print Name)	<u>Michael Robins</u> (Print Name)
<u>Superintendent</u> (Title)	<u>Board Chair</u> (Title)

Attachment #1

Saint Paul Conservatory for Performing Artists

Charter Application Information

Mission Statement

*The **mission** of the Saint Paul Conservatory for Performing Artists is to **provide the highest caliber of academic and artistic education** for aspiring pre-professional performing artists and to **fully prepare students** for college and conservatory.*

Vision

*A premier arts and academic education for **all** high school students.*

Declaration of Primary and Secondary Purposes

The primary purpose of SPCPA is to be a *safe* environment that improves all pupil learning and all student achievement.

The secondary purpose is to increase learning opportunities for all pupils by providing a comprehensive academic and artistic education that fully prepares students for graduation from high school and gives them the capability to pursue post-secondary education in either the arts or academics.

Scope of Program

Grades Served: 9-12

Number of Students Served: 400-650

Target Population: Students interested in receiving an academic and arts education that prepares them for college and conservatory.

Location: Downtown St. Paul at 16 West 5th Street, St. Paul, MN 55102

School Calendar: SPCPA follows a traditional school calendar with the exception that there are 13 school days designated for J-Term between first and second semesters.

Transportation: The school provides transportation options for students via Metro Transit buses and light rail lines.

Description of Education Program and Philosophy

Statement of Philosophy: SPCPA provides world-class artistic training in conjunction with a rigorous academic program to prepare our students for fulfilling careers during and beyond their high school years.

SPCPA's guiding philosophy is rooted in the school's values:

- preparing students for college and training them as future practitioners of the arts,
- stimulating and sustaining interest in arts and academics as a source of truth and insight
- into the human condition,
- constructing a creative environment where risks may be safely taken and where creators
- take responsibility for their vision,
- encouraging students to use their physical, sensory, and intellectual potential to explore
- ideas and raise questions, and
- honoring individual discovery with a collaborative spirit.

Description of Model: SPCPA breaks total days into block scheduling, where students manage ten 80-minute periods over the course of two days. This setup, with no greater than three academic classes each day, allows for more time to work with concepts in class and distributes academic workload over multiple days.

Academic course work is aligned with Minnesota State Standards, which define expectations for the educational learning and achievement of students attending the Saint Paul Conservatory for Performing Artists (SPCPA). These standards ensure all students have access to diverse and relevant content, as well as high-quality instruction.

Standards and benchmarks identify the knowledge and skills that all students must achieve by the end of a grade level, define course requirements for graduation and serve as a guide for SPCPA's adoption and design of curriculum.

SPCPA measures student mastery of academic standards through state and local assessments. SPCPA aligns with MN K-12 Academic standards in English, Mathematics, Science, and Social Studies. Standards in World Languages developed at the local level coincide with national standards.

Under the direction of the Academic Director (Principal), academic teachers develop unit curriculum documents to guide teaching throughout the semester, school year, and over the course of a student's four-year high school career.

SPCPA offers students a slightly longer school day with three hours each day dedicated to training in their arts area. Students chose an artistic medium of study (dance, theatre,

musical theatre, vocal music, instrumental music, visual arts, or creative writing) and participate in classes structured around their chosen track.

Elective courses in performance art fields outside of their chosen track are available to students on Fridays. Students have the option to switch between tracks at the end of a semester. Arts credits are required for graduation. Arts teachers are working artists with professional training and performing backgrounds. Under the direction of the Artistic Director (Principal), arts teachers align their class structure with the same standard that is expected in the professional arts community. Based around higher education conservatory programs, each arts track has a designated curriculum for the four-year time frame with specified course work broken down by year to strengthen artistic learning. SPCPA utilizes partnerships with performing arts organizations across the Twin Cities to provide the school access to performance spaces, master classes, professional performance experiences, and guidance from other working artists.

Description of Critical Program Elements:

SPCPA has created a unique community where students appreciate the value of positive self-expression and take pride in the importance of the learning process. The school increases learning opportunities for all students through small classroom settings, help for students with specialized learning needs, and systematic structure of academic and artistic curriculums.

Teachers are encouraged to use different and innovative methods and strategies by providing students the opportunity for constructive teacher and peer feedback. In addition, teachers discuss practices, including classroom challenges and successes in regular meetings through the states' Q-Comp program. All teachers work with students at a range of skill and ability levels, often spanning multiple grade levels. Academic teachers work with students in both on-level and advanced courses. SPCPA provides all teachers with appropriate professional development to assist them in understanding and implementing best practices to meet the needs of all students that attend the school. Academic teachers receive 22 days of professional development over the course of a school year. Workshops focus on bringing first-hand classroom experience with SPCPA students into planning curricula around Minnesota State Standards and bridging the achievement gap.

Student learning outcomes are measured by pulling data from regular student check-ins and individual transcript review, reviewing test scores and attendance, and creating different and innovative forms of measuring outcomes. One of example of this innovative measurement is using artistic goal setting for students during Juries; a process similar to feedback forms used in higher-education conservatory programs. SPCPA helps students establish accountability through regular student-teacher check-ins during study hall periods, and ongoing conversations about graduation requirements and future plans. Deductive reasoning and independence are key strengths that students adopt and nurture throughout their time at SPCPA.

SPCPA was established to provide opportunities for students in the arts not available in traditional high schools either public or private. The overall goal is to provide authentic training in the areas of **dance, theatre & musical theatre, instrumental music, vocal music, visual arts and creative writing**. To accomplish this, three hours each day are devoted to conservatory style training, all arts teachers are professional artists, and professional spaces are used to the extent possible.

The **Dance** department at SPCPA offers students from all backgrounds culturally relevant training geared toward the serious aspiring dance artist. Students study a range of dance forms including: Modern/Contemporary, Breaking, West African, Ballet, Jazz, Tap, Vogue, Contemporary Indian, and Funk Styles. In addition, Improvisation, Composition, History, Anatomy, and Production courses encourage students to contextualize dance socially and historically; explore their personal movement identities; and develop their emerging choreographic practices.

SPCPA's **Theatre Department** offers students training in acting, voice-speech, and movement. Each semester students also take a Theatre Studies course that offers them a scholarly perspective on the art form. Core classes in the **Musical Theatre** department include Dance Technique, Singing, and Acting. This foundational musical theatre curriculum is supported by classes in music theory, musical theatre history, cabaret, and aesthetics.

The **Instrumental Music Department** offers training in three general areas: 1) **Contemporary Music** (serves students on all instruments). Students will engage primarily with contemporary and popular music, though every genre of music will be explored. A focus will be placed on the creation of new music. 2) **Chamber Music** (serves students on all traditional symphonic instruments). Students will engage with music from both the classical and contemporary orchestral repertoire. 3) **Jazz** (serves students on all traditional jazz instruments). Students will engage with music from the standard and contemporary jazz repertoire.

The **Visual Arts** program at the 9th and 10th grade focuses primarily on skill development in drawing, painting, and sculpture. Students learn pencil, pen and ink, watercolor, acrylic paint, wire sculpture, paper mâché, collage, mixed media, color theory, drawing from life, abstraction, assemblage, 'zines, installation, and curation. **Advanced courses inspire a deeper dive into content development through projects drawing on themes central to contemporary art**. In 11th and 12th grade, students spend about half of their time building an individual body of work around a central theme of their creation. This is modeled after a college thesis and is an essential activity for professional and scholastic artistic development.

The **Creative Writing** department offers a diverse range of courses, with foundational emphasis in poetry, creative nonfiction, fiction, and dramatic writing. The program has established significant connections with a number of literary organizations in the Twin Cities, including the Loft and the Playwrights' Center.

During **J-Term**, regularly scheduled academic and arts classes are suspended. Students are immersed in daily rehearsals for an arts performance project. J-Term endeavors to replicate

the professional experience, introduce students to professional venues and artists, and engage students in the artistic energy of rehearsals/performances under the direction of SPCPA faculty and/or guest professional artists. J-Term is curricular and required as part of SPCPA's regular academic year. Students earn a full credit for successful participation.

In **Academics**, all students have the option to select to take any course either on-level or Advanced/AP. All math classes use the CPM curriculum. The CPM curriculum was introduced in 2018-19 as a way to deliver math to students in a way that aligned with the values they encounter in an arts class and with the direction the academic program was heading - collaborative, student-centered, and active. In 2021-22, to provide further academic options, SPCPA plans to initiate an online learning program.

Supplemental Online Learning Program: SPCPA is currently working to complete and submit the application to the Minnesota Department of Education (MDE) to gain approval to offer a supplemental online learning program. Aligned with MDE, online learning provides an alternate method for students to complete, expand, or enhance their education. Online learning also allows students flexibility in terms of when and where they attend classes.

Prior to COVID-19 SPCPA had approximately 40-50 students that would enroll in 1-2 supplemental online courses per semester through another state approved district or provider. This was a significant loss in revenue for SPCPA. As such, it was deemed appropriate to offer online course options to our students that want this experience.

All online courses through an approved program will be:

- taught by Minnesota licensed teachers;
- meet or exceed state academic standards;
- transfer to other public school districts; and
- apply toward high school graduation.

As part of the application process, expectations for actual teacher contact time, student-to-teacher communication, student participation (attendance) and definitions for progress, completion, hours online, excused/unexcused absences, and how to report absences for the purpose of compulsory attendance will be specified and communicated to the authorizer.

SPCPA intends to use Edgenuity as a platform to deliver online classes.

Services for Special Populations

Special Education: SPCPA is committed to providing a free, appropriate public education to students with disabilities. Students receiving special education services are educated in the least restrictive environment and fully participate in academic and arts programming. SPCPA does not discriminate based upon a student's disability. SPCPA actively seeks to 'level the playing field' to allow students to grow academically and emotionally. The goal

of the special education program is to prepare students to be successful in their chosen post-secondary program and/or career.

SPCPA provides a full range of educational service methods. All students with disabilities are provided the special instruction and services that are appropriate to their needs. These service methods are based upon the specific goals and objectives in each student's IEP. Program methods consist of the type of services provided, the setting in which services occur, and the amount of time and frequency in which special education services occur. A student may receive special education services through more than one method based upon the needs identified in the IEP.

The following methods are employed to provide special education services:

- (1) One on one services
- (2) Small group
- (3) Direct
- (4) Indirect
- (5) Co-teaching
- (6) Related services

SPCPA is also responsible for the identification of students with special needs.

SPCPA developed systems designed to identify students with disabilities. SPCPA implements two interventions prior to evaluation unless the parent requests an evaluation or the team waives the requirement due to urgency.

SPCPA conducts a full and individual initial evaluation before the initial provision of special education and related services to the student. The initial evaluation consists of procedures to determine whether the student has a disability that adversely affects the child's educational performance as defined in Minnesota Statutes, section 125A.02, who by reason thereof needs special education and related services, and to determine the educational needs of the student. SPCPA obtains an informed consent from the parent of the student before the evaluation is conducted. Parental consent for evaluation is not construed as consent for placement for receipt of special education and related services. SPCPA does not override the written refusal of a parent to consent to an initial evaluation or re-evaluation.

An evaluation conducted for special education purposes is completed within a reasonable time not to exceed 30 school days from the date SPCPA receives parental permission to conduct the evaluation or the expiration of the 14-calendar day parental response time in cases other than initial evaluation unless a conciliation conference or hearing is requested. SPCPA is compliant with the Code of Federal Regulations, title 34, sections 300.500 to 300.505, that describes any evaluation procedures SPCPA proposes to conduct. SPCPA determines eligibility for each disability category based upon the criteria outlined under Minnesota Rule parts 3525.1325 to 3525.1351.

SPCPA works with a Director of Special Education and employs special education teachers with credentials appropriate to the population served. As the need arises, the school also contracts with additional service providers.

English Language Learners: SPCPA is committed to assuring ELL students are provided equal and meaningful opportunities to participate fully with other students. The most common way SPCPA identifies students that need ELL services is through their cumulative records obtained from their prior school districts. More specifically we look for ACCESS scores. SPCPA also uses information provided during enrollment (Minnesota Language Survey – MNLS) to prompt further investigation of a student’s need for ELL services. If ELL services are requested or appear to be needed after a student is enrolled and there is no prior record of the student receiving ELL services SPCPA would utilize its iTEAM (Child Study/Intervention Team) to implement interventions and determine what next steps are most appropriate to further examine and meet the student’s needs.

At the time of this contract’s execution, SPCPA does not have any students that currently qualify for ELL services under Minnesota Statute 124D.59 though a low number of students have been served in the past. If ELL students are identified, SPCPA contracts for ELL services to meet the students’ needs and would implement Evidence-Based Practices (EBPs) through a contracted services provider for identified ELL students to attain English proficiency and achieve state academic content standards. SPCPA would also refer to Minnesota Department of Education (MDE) guidance on educating ELL students.

Gifted Students: SPCPA does not currently have a specific program for gifted students. However, SPCPA does offer students the ability to work at advanced levels in academics by enrolling in advanced or AP classes available at their grade level. Students that may be gifted may also be approved to take coursework associated with a higher grade level and/or enroll in online or PSEO options.

Governance/Management and Administration Plan

The school’s administrative team currently includes a Superintendent, Principal, and Director of Special Education. The school’s Superintendent reports to the Board of Directors which views its role as a governing body. The Board meets six times per year and as needed to govern the school.

The administrative team meets regularly to analyze current operations, strategize solutions to short and long-term challenges, and develop implementation plans for upcoming events and the subsequent school year. Additionally, regular meetings occur with key positions (i.e. Dean of Students, Student Achievement Specialist, Department Chairs, etc.) in the school that impact staff, students, stakeholder groups, and operations, as well as facilitate overall school improvement and long-term success and sustainability.

The SPCPA Board is diverse in experience, possessing sufficient working knowledge of its financial oversight responsibilities. Board membership includes individuals with substantial financial knowledge whether it be via their professions (i.e. Travelers, Arts Management, etc.) or experience and expertise obtained via serving on other boards and/or school boards.

The SPCPA Board of Directors strives to maintain full membership, which includes seven community members, one parent member, one teacher member, and one ex-officio. The Superintendent serves in an Ex-Officio capacity on the Board.

SPCPA's Director of School (Superintendent) and the school's Business Manager from BerganKDV (BKDV) assist the Board in having the information, education, and documents needed to understand the school's finances and make informed decisions regarding the Board's role as a governing body. Equally important to financial and organizational oversight is the Board's role in the evaluation of the Superintendent. The Board has a process in place to evaluate the Superintendent annually and discuss goals and benchmarks for future evaluations.

Educational Service Provider

SPCPA does not utilize an Educational Service Provider. The school does contract with several external organizations and individuals for specific services, as needed.

X. ACCOUNTABILITY SYSTEM

The University of St. Thomas (St. Thomas) is committed to fulfilling its role as a charter school authorizer by holding its schools accountable for a range of results. Through clear reporting by the schools and oversight by the authorizer, St. Thomas will uphold our legal obligation to make sure the schools we authorize are reaching (or making adequate progress toward) the purposes, goals, and benchmarks outlined in their charter contract and Minnesota statute. This collective body of evidence will also form the basis for contract renewal decisions. In keeping with the primary purpose of charter schools under *Minnesota Statutes* §124E.01, Subd. 1, improving all pupil learning and all student achievement as measured by the Academic Performance indicators will be the most important factor in determining contract renewal. The School’s success in meeting the additional statutory purposes identified by the School will be considered as secondary factors.

St. Thomas uses a standard charter contract with unique, school-specific terms that capture different approaches to achieving student success. The individuality of each school will be preserved in the Accountability System and self-reporting on the results of its respective outcomes through the Annual Report and additional reports as described in the Oversight System section. Failure to provide adequate information to allow the goals to be scored will result in a score of 1, does not meet standard.

Authorizer reporting on school outcomes will take place annually and will be in alignment with the goals set forth through the Accountability System. St. Thomas will report findings to the school’s leader and board and encourage constructive dialogue on continuous improvement efforts.

The Accountability System is presented below and is composed of two sections, the Evaluation Framework and the Evaluation Rubric.

Evaluation Framework

The Evaluation Framework sets forth the indicators (general categories) of performance which include academic performance, financial viability, board governance, operations, and legal compliance. the Evaluation Framework also provides the general measures (means to evaluate an indicator), including contextual and methodological information where appropriate. The Evaluation Framework is used in conjunction with the Evaluation Rubric.

Evaluation Rubric

The Evaluation Rubric sets forth the metrics (means to quantify a measure) and targets (specific performance thresholds for success in meeting the standard) for determining whether a school has met its performance requirements according to the expectations set forth in the Evaluation Framework. Each metric in the evaluation rubric has performance targets rated on a four-point scale, compliance indicators cannot exceed standard:

4 = Exceeds standard

- 3 = Meets standard
- 2 = Approaching standard
- 1 = Does not meet standard

The St. Thomas (UST) Accountability System, including the Evaluation Framework and Evaluation Rubric will be used whenever formal decisions are made about the effectiveness of a charter school in meeting its stated mission and objectives as well as the expectations set forth in its contract. The Accountability System will be used by authorizing program staff and by the St. Thomas Charter School Authorizing Board to assess authorized schools' suitability for Contract Renewal and to evaluate any charter school seeking Change of Authorizer Status.

The University of St. Thomas regards schools that are meeting expectations (a score of 3 or above) to be performing well against the standards. In order to be considered for a full term contract renewal (5 years), schools must achieve average scores of 2.5 or greater in all three areas and meet the additional specifications laid out in the contract renewal rubric. In order to be considered for expansion without submission of additional compelling data, schools must have scored an average of 3.0 or greater on Academic Performance indicators over the past three years while demonstrating strength across both qualitative and quantitative indicators.

St. Thomas expects each of its authorized charter schools to use academic and non-academic performance metrics that are SMART:

- [S]pecific
- [M]easurable
- [A]ttainable
- [R]elevant, and
- [T]ime-bound

The St. Thomas Accountability System includes evaluation of school-specific metrics, as well as an evaluation of the general metrics that St. Thomas has for each of its authorized charter schools.

Each St. Thomas-authorized charter school will provide the information necessary to score Accountability System metrics, if not reported elsewhere, in the Annual Report. Based on the reported results, as well as its site visits, review of publically available data, and regular contact with the school, St. Thomas will annually assess the school's performance regarding academic success, fiscal viability, and organizational effectiveness using the Evaluation Rubric that follows. The four-point rating system used in the rubric allows St. Thomas to summarize each school's level of achievement and their progress toward meeting the outcomes delineated in the Evaluation Framework.

Please note that the Accountability System below represents a template that will be modified during contract negotiation to enable St. Thomas to appropriately evaluate each of its authorized schools.

Evaluation Framework

Indicators

The University of St. Thomas Evaluation Framework seeks to set forth the indicators and measures that capture school performance. Indicators are general categories of performance and include academic performance, financial viability, and organizational effectiveness, which encompasses board governance, operations, and legal compliance. These indicators seek to answer specific questions and are grouped as follows:

Indicator(s)	Question	Rubric Section
Academic Performance	Is the learning program a success?	1
Financial Viability	Does the school exhibit strong fiscal health?	2
Organizational Effectiveness: -Board Governance -Operations -Legal Compliance	Is the organization effective and well-run?	3

Measures

Measures are the means to evaluate an indicator, not the specific goals (metrics and targets) which are found in the evaluation rubric. The information below also includes contextual and methodological information where such information is not found in the specific in the rubric.

Section 1: Academic Performance - Is the learning program a success?

The intent of the Academic Performance section is to provide a multi-faceted understanding of Student academic performance at the charter school. Many measures are aligned to the state's World's Best Workforce Priorities. The measures used to understand academic performance include:

- Minnesota Comprehensive Assessment (MCA) Data: All authorized schools shall participate fully in the MCAs;
- At least one additional school-selected standardized assessment which must be approved by the authorizer in advance of the evaluation rubric's finalization and be utilized for a minimum of three years before a change in assessment can be requested;
- At least one mission-specific academic goal;
- Program alignment with chartered mission and vision;
- Graduation rate data; and
- College and career readiness data.

Data from these assessments will be compiled and evaluated as described below. Each area may have multiple metrics for success as reflected by the Evaluation Rubric included in the contract.

Methodology for Selection of Comparison Schools or Virtual Comparison School

Several academic performance indicators involve the use of demographically similar comparison schools or a virtual demographically-matched comparison group. In an effort to be as clear and transparent as possible, the methodology for the selection of comparison schools is addressed below. The process for creating virtual comparison groups is run by the Minnesota Department of Education and is also provided below. Relevant measures will specify whether a virtual comparison group or demographic comparison schools are used; however, if under any circumstances the MN Department of Education ceases to produce or is unable to provide virtual comparison group data in the same or a similar manner, regular comparison schools will be used throughout all relevant measures.

Identification of Demographic Comparison Schools

1. Data files containing student demographic information are downloaded from the Minnesota Department of Education website.
2. Data is filtered in the following order:
 - a. Schools in the seven-county metro area—to approximate the area in which the authorized school is located;
 - b. Schools within 5% of the authorized school's percentage of students qualifying for free/reduced price lunch—to approximate poverty levels;
 - c. Schools within 5% of the authorized school's percentage of students receiving English Learner services; and

- d. Schools within 5% of the authorized school's percentage of students receiving special education services.
3. Schools of differing types than the authorized school are removed—to ensure relevance. For example, to the extent possible, elementary schools are matched with other elementary schools; non-ALC high schools are matched with other non-ALC high schools, etc. Matches do not seek to match the specific school model, type, or philosophy, as our expectation is that students can succeed in many school models and that any model selected should meet the needs of students.

The goal of the process described above is to generate 3-5 schools serving a similar population with which the authorized school can be compared. It is important to note that at times, the process above will produce too many or too few matches. In that case, the parameters of items b, c, and d above may be adjusted to find an adequate number of the best possible matches. Due to shifting demographics in schools, matches may vary from year to year.

Matches will be shared with schools for comment prior to construction of final data sheets, and schools may request the inclusion of additional schools or present a rationale for excluding a certain school; however, the authorizer may or may not grant such requests based on its discretion. All resident district schools serving relevant grades will be included in the 'resident district' column.

While every school is different and demographic matching will not create exact apples-to-apples comparisons, St. Thomas's desire is to arrive at a group of comparison schools that are relevant, fair, and allow for insight into the authorized school's performance.

Description of Virtual Comparison School Process Executed by the Minnesota Department of Education

To assess the relative performance of an individual charter LEA, for each student within a given charter, a student with similar characteristics (currently defined as matching in grade, gender, race/ethnicity, special education status, English learner status, and free and reduced-price meal eligibility) will be randomly drawn from a pool consisting of all Minnesota public school students not enrolled in the charter for which the comparison group is being created. Collectively, this comparison group can be thought of as a "virtual school" in the sense that it will include the same number of students, in the same grades, with the same demographic characteristics as the actual charter LEA to which it is being compared, thus more closely matching the student composition, and expected student performance, of the Charter than any one actual Minnesota school to which that Charter might be compared.

A unique virtual school will be created separately for each charter LEA. The performance of the students in this virtual school will then be calculated. To account for the possibility that a single iteration, or "run," of this process may produce an atypical comparison group for a given charter LEA, the procedure will be repeated multiple times for each charter LEA, and the performance of the comparison virtual schools over those multiple runs will be averaged on each of the six High Quality Charter School measures. This virtual school creation process is repeated for each year of data included in the analysis.

Minnesota Comprehensive Assessment Measures

The Minnesota Comprehensive Assessment (MCA) Measures data includes the current MCA assessment as well as all equivalent state standardized tests.

Students in tested grades who are eligible to take the MCA (i.e.: all students not exempted based on an IEP) will illustrate their progress through the MCA goal series. These goals ensure that students are making progress toward or maintaining high levels of proficiency on the state's academic standards as evidenced through the state's MCA exam. These goals will be scored based on school-wide results.

MCA Proficiency

St. Thomas -authorized charter schools should perform as well as or better than the state, the district where the school resides, and a Minnesota Department of Education generated virtual comparison group or identified schools with comparable demographics (methodology for selection of comparison schools and information on virtual comparison groups is described above). SPCPA has elected to use the virtual comparison group wherever applicable.

MCA Proficiency for Students in Various Demographic Groups

Students qualifying for Free or Reduced Price Lunch (FRL), English Learner services, Special Education services, and in all racial/ethnic demographic groups at St. Thomas -authorized charter schools should perform as well as or better than their demographic counterparts statewide.

MCA Progress

MCA data will be analyzed to determine whether students are maintaining or moving toward proficiency. Students should be maintaining at a proficient level from one year to the next or should be increasing their proficiency level.

MCA Progress Comparison Using Minnesota North Star System

Students in authorized schools should progress at the same or better rate as the state, resident district, and their comparable schools/virtual comparison group. SPCPA has elected to use the virtual comparison group wherever applicable.

School Selected Standardized Assessment(s) Measures

In addition to state tests, all schools must select one or more standardized assessments that allow St. Thomas to better understand student attainment and growth.

All St. Thomas -authorized charter schools serving one or more relevant grades (3-11) who are eligible (i.e.: all students not exempt from standardized testing based on their IEP) must participate in additional standardized assessment testing administered in the spring of each year. These measures provide another way to analyze the school's academic progress.

The school's selected assessment(s) must allow the authorizer to examine student performance to a target level as well as assess gains over time as set forth in the school's Evaluation Rubric metrics and targets.

If a school has more than 10 students tested in each grade level, then it should report on these goals for each grade and for the entire school. If there are fewer than 10 students in any grade, then the school should report on this goal for the entire school, only. Scoring for this goal will be on a school-wide level.

Mission Specific Academic and Alignment Measures

Mission Specific Academic Goal

Based on the school's mission, each school must propose at least one school-specific academic goal (including metric and targets) to be considered and approved by St. Thomas. The goal should reflect the school's unique mission/vision and must be measurable. The school is responsible for providing the data necessary to measure progress on this goal. Failure to provide adequate information to allow the goal to be scored will result in a score of 1, does not meet standard. SPCPA considers goal 1.13; post-secondary acceptance, to be its mission specific academic goal.

Academic Program Alignment to Mission and Vision

UST expects the learning programs of authorized schools to exemplify the mission and vision set forth in the school's application for authorization and will assess alignment accordingly.

Other Academic Measures

Graduation Rate

Schools serving grades 9-12 must demonstrate their ability to move students to graduation as defined in the Evaluation Rubric.

College Readiness

Schools serving grades 9-12 must have at least one assessment and resulting goal (metric and target) addressing college and career readiness as defined in the Evaluation Rubric.

Section 2: Financial Viability - Does the school exhibit strong fiscal health?

The parties acknowledge that the Minnesota Charter School Law (124E) requires a charter school to meet generally accepted standards of fiscal management. This includes meeting all St. Thomas, MDE, and statutory reporting deadlines, and remaining current on all financial obligations, including, but not limited to: pension payments, payroll taxes, insurance coverage, loan payments and terms. The intent of the Financial Viability section is to ensure the successful operation of the school into the future and to ensure the proper use of public funds.

Keeping in mind that measures are the means to evaluate an indicator (financial viability), not the specific goals (metrics and targets) which are found in the evaluation rubric, the measures used to understand financial performance include:

- Structures promoting strong board oversight including appropriate policies (i.e.: fund balance policy) and practices (i.e.: finance committee) that promote financial health;
- Annual audit performed and submitted in accordance with MN law;
- Annual budget and monthly cashflow projection by June 30th of each fiscal year; and
- Performance on key financial metrics that demonstrate the school’s financial position.
- School ability to meet bond covenants

Data from these sources will be compiled and evaluated. Each measure may have multiple metrics for success as reflected by the Evaluation Rubric.

Annual Audit

All authorized schools must receive an audit annually in accordance with MN law. St. Thomas expects that audits are clean with no major findings (i.e. “clean” opinion, no material weaknesses on internal controls, and no findings on compliance with state or federal laws). An audit finding shall be considered Minor unless St. Thomas determines a finding is Major. If St. Thomas believes an audit finding may be Major, it shall obtain an opinion from a qualified, third-party professional regarding the importance of the finding. St. Thomas shall also ask the charter school to respond to the finding. In general, a finding will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as Major shall be at the sole discretion of St. Thomas and would result in the school being placed on intervention.

Section 3: Organizational Effectiveness (Board Governance, Operations, and Legal Compliance) – Is the organization effective and well run?

A successful charter school requires a board and leadership team with competency in a variety of governance, operational, and compliance-related areas. The Organizational Effectiveness indicator seeks to capture a school’s performance through a variety of qualitative and quantitative measures. The intent of the Organizational Effectiveness section is to ensure that schools are following all St. Thomas, MDE, and statutory compliance requirements, providing academic programs that meet state and federal requirements, properly governing schools, and utilizing certain accepted best practices all in service of providing students with a safe, stable, and effective school.

As noted above measures are the means to evaluate an indicator, not the specific goals (metrics and targets). The measures used to understand organizational effectiveness include:

- Systems to properly maintain policies and bylaws.
- Compliance with bylaws and policies.
- Demonstrated commitment of all members to continuous learning, and nonprofit best practices including:

- a. Ability to understand and abide by appropriate board and school leader roles (i.e.: governance vs. management).
 - b. Annual leader review (see above), including a formal, documented review process, timelines, and criteria. Completed by March of each year.
 - c. Annual board self-review March of each year.
 - d. Annual evaluation of any Educational Service Providers, if applicable.
 - e. Utilizing an effective recruitment and orientation process for new members, which at a minimum includes background on issues presently facing the board and an introduction to key documents (i.e.: policy manual, board bylaws, contract with authorizer).
 - f. Engaging in strategic planning at least once every five years, or more frequently if significant programmatic or other changes are slated to occur, and utilizing the strategic plan to drive the direction and priorities of the school.
- The Board of Directors will regularly review, update, and approve its bylaws and policies such that they maintain compliance with state law and current best practices.
 - Distribution of a complete packet (as described in Evaluation Rubric) at least three days prior to all board meetings.
 - Maintenance of orderly records at all times by the Board of Directors, which includes meeting minutes, board documents (bylaws, articles of incorporation, policies, etc.), and financial statements. Records will meet the requirements of the Open Meeting Law, will be kept on site, and will be made available to the public in accordance with Open Meeting Law.
 - Levels of parent, teacher and student satisfaction as measured by student and teacher retention, and an annual parent satisfaction survey which requests satisfaction with the school overall as one item. Teachers who are retiring or who are no longer qualified to serve in their previous role, or whose roles are no longer available due to programmatic changes are not counted against the school's teacher retention goal. Teachers who have left the classroom but are retained by the school in an alternate position (i.e.: Teachers on Special Assignment) are also not counted against the school's retention goal.
 - Student attendance rates.
 - Fulfillment of legal obligations regarding students who qualify for special education services as indicated by conditions such as the following:
 - a. Clear understanding of current legislation, research and effective practices relating to the provision of special education services by appropriate staff.
 - b. Access to appropriate training and information for all staff.
 - c. Effective and timely implementation of individual education plans, informed by the appropriately documented needs of individual students.
 - d. Well-managed relationships with students, parents, and external providers that comply with law and regulation.
 - e. School-specific and board-approved TSES manual.
 - f. Retention of appropriate staff (including teachers, a qualified special education director, and contracted service providers) as required by student population.
 - g. No adverse findings in complaints database.
 - h. Results from most recent MDE program and financial audits.
 - Fulfillment of legal obligations regarding students identified for English Learner (EL) services as indicated by conditions such as the following.

- a. Clear understanding of current legislation, research and effective practices relating to the provision of EL services by appropriate staff;
- b. Access to appropriate training and information by all school staff. Following of MN Standardized Statewide EL Procedures (or subsequent requirements) for identification, entrance, and exit.
- c. Effective program with written plan for service at all grade and proficiency levels.
- d. Retention of appropriate staff (including EL teachers, and contracted service providers) as required by student population.
- e. Results from most recent MDE program and financial audits.
- f. ACCESS Results, if indicated by the Evaluation Rubric.
- g. The school's Disciplinary Incident Reporting System (DIRS) data
- h. Structures and practices in place to support students requiring accommodations
- i. Practices and policies in place to support equity
- j. Practices and policies in place to create a welcoming an inclusive environment

Please note that if analysis of standardized test scores show that students with special needs and/or students identified as ELs are progressing at rates below the school's non-special needs and/or EL populations, or at rates below their comparable statewide subgroups, then additional Accountability System goals may be developed in conjunction with St. Thomas to measure the school's progress with these students.

- The Board of Directors and School will comply with all applicable state and federal laws including but not limited to:
 - a. Minnesota Charter School Law (Minn. Stat. 124E)
 - i. Board initial and ongoing training
 - ii. Development of board-approved development plan for leader if applicable
 - iii. Governance model requirements
 - b. Minnesota Open Meetings Law (Minn. Stat. 471.705)
 - c. Teacher licensure: The school will hire well-qualified and appropriately licensed (or otherwise state-approved) teachers. (Minn. Stat. 122A.18 subd. 1)
 - d. Fair and open admission/enrollment policies and practices compliant with law.
 - e. Background checks: must be completed on staff, board members, and others with the potential for close contact with students.
 - f. Education of Special Education students (Minn. Stat. 125A.02, 125A.03, 125A.24, 125A.65)
 - g. Applicable state and local health and safety requirements. The school must maintain a safe facility that is conducive to learning.
 - h. Minnesota Human Rights Act (Chapter 63)
 - i. Equal opportunity in athletic programs (Minn. Stat. 121A.04)
 - j. Minnesota Pupil Fair Dismissal Act (Minn. Stat. 124A.40 to 121A.56)
 - k. Minnesota Public Schools Fee Law (Minn. Stat. 123B.34 to 123B.39)
 - l. Educational data and records (Minn. Stat. 13.32, 120A.22 subd. 7, and 121A.75)
 - m. Student legal records (Minn. Stat. 260B.171 subds. 3 and 5)
 - n. The Pledge of Allegiance (Minn. Stat. 121A.11 subd. 3)
 - o. Revenue for a charter school (Minn. Stat. 124E.20)

- p. PERA and TRA (Minn. Stat. 353, 354, and 354a)
- q. Ongoing presence of management and financial controls required by Section 8 of the contract
- r. Administration of an open enrollment process and lottery pursuant to Section 7 of the contract
- s. Public Employment Relations Act (Minn. Stat. 179A)
- t. School district audit requirements (Minn. Stat. 123B.75 to 123B.83)
- u. Student immunization records (Minn. Stat. 121A.15)

All violations of applicable law should be reported to St. Thomas. If St. Thomas believes a violation has occurred, and this violation was not reported, St. Thomas shall first ask the charter school to respond to the information upon which the concern would be based. If St. Thomas believes a violation has occurred which may be material, it shall also obtain an opinion from a qualified third-party professional(s) regarding the importance of the violation. In general, a violation will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as material shall be the sole discretion of St. Thomas.

Evaluation Rubric

The University of St. Thomas (St. Thomas) Accountability System, including the Evaluation Framework and Evaluation Rubric will be used on an annual basis to evaluate schools, and whenever formal decisions are made about the effectiveness of a charter school in meeting its stated mission and objectives as well as the expectations set forth in its contract.

The Accountability System will be used by authorizing program staff and by the St. Thomas Charter School Authorizing Board to assess authorized schools' suitability for Contract Renewal, program expansion, and to evaluate any charter school seeking a change of authorizer.

Please note that the rubric below represents a template that will be modified to enable UST to appropriately evaluate each of its authorized schools.

SECTION I – IS THE LEARNING PROGRAM A SUCCESS?

1.1 MCA Proficiency: Are students performing as well as or better than the state, the resident district, and the virtual comparison school on MCA math and reading exams?				
1.1a Reading				
1.1b Mathematics				
1 = Does not meet standard	More than 10 percentage points below comparison groups			
2 = Approaching standard	6-10 percentage points below comparison groups			
3 = Meets standard	Within 5 percentage points of comparison groups			
4 = Exceeds standard	Exceeds comparison group by more than 5 percentage points			
	Reading Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)				
Average of demographic match schools			37.5%	
Resident district			37.5%	
State			25%	
			100%	Reading Total:
	Math Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)				
Average of demographic match schools			37.5%	
Resident district			37.5%	
State			25%	
			100%	Math Total:

1.1a Reading:

1.1b Mathematics:

Enter the overall score produced by the average of these two scores:

Comments/Evidence:

Source: MCA data available on MDE website or school self report if cell size is too small, Test data spreadsheets

1.2 MCA Proficiency, State Demographic Comparison by Race/Ethnicity and FRL: Are student demographic groups (with tested cell sizes greater than 10) performing as well as or better than the statewide average for that student group? Note that for schools with greater than 70% of students qualifying for FRL, demographic categories will also be filtered by FRL status and not displayed separately. All relevant demographic groups will be individually scored per the rubric targets below and averaged to produce a score for each subject area (math/reading). The overall score for the metric is then produced by averaging the subject area scores.

1.2a Reading

1.2b Mathematics

1 = Does not meet standard	Demographic group falls more than 10 percentage points below the state average for that group.
2 = Approaching standard	Demographic group falls 6-10 percentage points below the state average for that group.
3 = Meets standard	Demographic group falls within 5 percentage points of the state average for that group.
4 = Exceeds standard	Demographic group is exceeding statewide performance for that group by more than 5 percentage points.

	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Math Proficiency				
All		Included for information only	Included for information only	N/A – Included for information only.
Demographic Group 1			Included for information only	
Demographic Group 2 (add rows as needed)			Included for information only	

Average of math scores for each demographic group:

	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Reading Proficiency				
All		Included for information only	Included for information only	N/A – Included for information only.
Demographic Group 1			Included for information only	
Demographic Group 2 (add rows as needed)			Included for information only	
Average of reading scores for each demographic group:				
1.2a Reading: <input type="text"/> 1.2b Mathematics: <input type="text"/> Enter the overall score produced by the average of these two scores: <input type="text"/> Comments/Evidence:				
Source: MCA data available on MDE 'MN Report Card'				

1.3 MCA Progress: Are students maintaining or moving toward proficiency? Note: Maintaining proficiency is defined as students who were proficient (meeting or exceeding) remaining in either the meeting or exceeding category. Moving toward proficiency is defined as a student moving up one or more 'levels' (does not meet to partially meets; partially meets to proficient, etc.). 1.3a Reading 1.3b Mathematics	
1 = Does not meet standard	Less than 35 percent of students are maintaining or moving toward proficiency.
2 = Approaching standard proficiency.	35-50 percent of students are maintaining or moving toward proficiency.
3 = Meets standard proficiency.	50-65 percent of students are maintaining or moving toward proficiency.
4 = Exceeds standard	More than 65 percent of students are maintaining or moving toward proficiency.
1.3a Reading: <input type="text"/> 1.3b Mathematics: <input type="text"/> Enter the overall score produced by the average of these two scores: <input type="text"/>	

Comments/Evidence:

Source: MCA data available on MDE website or school self report if cell size is too small, Test data spreadsheets

1.4 MCA Progress (Comparison Groups): Are students making progress at the same or better rate as the state, resident district, and their virtual comparison school? Note that this measure uses the Minnesota Department of Education’s definition of growth as a student maintaining at a level above “Does Not Meet” or increasing their proficiency level on the MCAs from the most recent prior year of testing data to the current year of testing data.

1.4a Reading

1.4b Mathematics

1 = Does not meet standard	More than 10 percentage points below comparison groups
2 = Approaching standard	6-10 percentage points below comparison groups
3 = Meets standard	Within 5 percentage points of comparison groups
4 = Exceeds standard	Exceeds comparison group by more than 5 percentage points

	Reading Growth	Score (see criteria for 1-4 above)	Weight	Points earned
Charter				
Virtual comparison group			37.5%	
Resident district			37.5%	
State			25%	
			100%	Reading Total:

	Math Growth	Score (see criteria for 1-4 above)	Weight	Points earned
Charter				
Virtual comparison group			37.5%	
Resident district			37.5%	
State			25%	
			100%	Math Total:

1.4a Reading:

1.4b Mathematics:

Enter the overall score produced by the average of these two scores:

Comments/Evidence:

Source: MCA data available on MDE website or school self report if cell size is too small, Test data spreadsheets

1.5 Are students performing at or above target levels, as measured using the school's selected standardized assessments?

1.5a Reading

1.5b Mathematics

SPCPA will utilize the PSAT to determine the percentage of students who meet or exceed their grade level benchmark each year.

1 = Does not meet standard	Assessments indicate that a minimal proportion of tested students performed at or above target levels (less than 40%).
2 = Approaching standard	Assessments indicate that an inadequate proportion of tested performed at or above target levels (40%-49%).
3 = Meets standard	Assessments indicate that an adequate proportion of tested performed at or above target levels (50%-65%).
4 = Exceeds standard	Assessments indicate that a high proportion of tested students performed at or above target levels (more than 65%).

1.5a Reading:

1.5b Math:

Enter the overall score produced by the average of these two scores:

Comments:

Source: Annual Report, End of year report, Test data spreadsheets

1.6 Are students making substantial and adequate gains over time, as measured using the school's selected standardized assessments?

1.6a Reading

1.6b Mathematics

SPCPA will measure growth in the following ways using the PSAT for math and reading:

1.6 i. Percentage of students who continued to meet or exceed the benchmark;

1.6 ii. Percentage of students who moved within one year's growth that meet or exceed benchmark;

and

1.6 iii. Percentage of students that moved from below the benchmark by more than 1 year's growth to within one year's growth of benchmark.

1 = Does not meet standard	Analysis indicates that a minimal proportion of tested students made expected gains (less than 40%).
2 = Approaching standard	Analysis indicates that an inadequate proportion of tested students made expected gains (40%-49%).
3 = Meets standard	Analysis indicates that an adequate proportion of tested students made expected gains (50%-65%).
4 = Exceeds standard	Analysis indicates that an adequate proportion of tested students made expected gains (more than 65%).

1.6a Reading:
i.
ii.
iii.

Reading average:

1.6b Math:
i.
ii.
iii.

Math average:

Enter the overall score produced by the average of the math and readingscores:

Comments:

Source: Annual Report, End of year report, Test data spreadsheets

1.7 Is the school meeting state and authorizer-established targets for graduation rate?

1 = Does not meet standard	The school's graduation rate was below 75% and did not meet state targets.
2 = Approaching standard	The school's 4-year graduation rate was between 84.9% and 75% and/or did not meet state targets.
3 = Meets standard	The school's 4-year graduation rate was between 85% and 95% and met state graduation targets.
4 = Exceeds standard	The school's 4-year graduation rate was above 95% and met state targets for graduation.

Rating: <input type="text"/>
Comments:
Source: MDE Data Analytics Request

1.8 Does students' performance on post-secondary readiness assessments (i.e.: ACT, SAT, PSAT, Accuplacer) reflect college and career readiness?								
<table border="1"> <tr> <td>1 = Does not meet standard</td> <td>Less than 60% of students demonstrated readiness.</td> </tr> <tr> <td>2 = Approaching standard</td> <td>60-89% of students demonstrated readiness.</td> </tr> <tr> <td>3 = Meets standard</td> <td>90-94% of students demonstrated readiness.</td> </tr> <tr> <td>4 = Exceeds standard</td> <td>More than 95% of students demonstrated readiness.</td> </tr> </table>	1 = Does not meet standard	Less than 60% of students demonstrated readiness.	2 = Approaching standard	60-89% of students demonstrated readiness.	3 = Meets standard	90-94% of students demonstrated readiness.	4 = Exceeds standard	More than 95% of students demonstrated readiness.
1 = Does not meet standard	Less than 60% of students demonstrated readiness.							
2 = Approaching standard	60-89% of students demonstrated readiness.							
3 = Meets standard	90-94% of students demonstrated readiness.							
4 = Exceeds standard	More than 95% of students demonstrated readiness.							
Rating: <input type="text"/>								
Comments:								
Source: MDE Website								

1.9 Are students learning English (English Learners/EL students) performing at or above the state average for English Learners as measured by MCA proficiency? Note that for schools with greater than 70% of students qualifying for FRL, demographic categories will also be filtered by FRL status.								
1.9a: Reading 1.9b: Math								
<table border="1"> <tr> <td>1 = Does not meet standard</td> <td>More than 10 percentage points below state EL performance.</td> </tr> <tr> <td>2 = Approaching standard</td> <td>6-10 percentage points below state EL performance.</td> </tr> <tr> <td>3 = Meets standard</td> <td>Within 5 percentage points of state EL performance.</td> </tr> <tr> <td>4 = Exceeds standard</td> <td>Exceeds state EL performance by more than 5 percentage points.</td> </tr> </table>	1 = Does not meet standard	More than 10 percentage points below state EL performance.	2 = Approaching standard	6-10 percentage points below state EL performance.	3 = Meets standard	Within 5 percentage points of state EL performance.	4 = Exceeds standard	Exceeds state EL performance by more than 5 percentage points.
1 = Does not meet standard	More than 10 percentage points below state EL performance.							
2 = Approaching standard	6-10 percentage points below state EL performance.							
3 = Meets standard	Within 5 percentage points of state EL performance.							
4 = Exceeds standard	Exceeds state EL performance by more than 5 percentage points.							
1.9a: Reading: <input type="text"/> 1.9b: Math: <input type="text"/> Overall Rating: <input type="text"/>								
Comments:								
Source: MDE website								

1.10 Are students receiving special education services performing at or above the state average for students receiving special education services as measured by MCA proficiency? Note that for schools with greater than 70% of students qualifying for FRL, demographic categories will also be filtered by FRL status.

1.10a: Reading

1.10b: Math

1 = Does not meet standard	More than 10 percentage points below state special education performance.
2 = Approaching standard	6-10 percentage points below state special education performance.
3 = Meets standard	Within 5 percentage points of state special education performance.
4 = Exceeds standard	Exceeds state special education performance by more than 5 percentage points.

1.10a: Reading:

1.10b: Math:

Overall Rating:

Comments:

Source: MDE website

1.11 Does the school’s learning program exemplify the mission and vision of the school?	
1 = Does not meet standard	The learning program does not exemplify the mission and vision of the school in policy or practice, and school leadership and/or the Board do not recognize the need to synchronize the two.
2 = Approaching standard	The learning program does not exemplify the mission and vision of the school. School leadership and the Board recognize the need to synchronize the two.
3 = Meets standard	The learning program exemplifies the mission and vision of the school. Staff are able to articulate this through daily teaching.
4 = Exceeds standard	The learning program exemplifies the mission and vision of the school. Staff are able to articulate this through daily teaching. Board, academic, and operational decisions are made with the school’s mission in mind.
Rating: <input type="text"/>	
Comments:	
Source: Site visits, ongoing correspondence, strategic plan or other documentation	

1.12 Maximizing instructional time: Are students missing instructional time due to disciplinary incidents? Note: Disciplinary incidents will be defined as those deemed reportable in the DIRS system with the exception of in-school suspension which will be tracked and reported separately.	
1 = Does not meet standard	More than 15% of students have a DIRS reportable incident
2 = Approaching standard	More than 10%-15% of students have a DIRS reportable incident
3 = Meets standard	More than 5%-10% of students have a DIRS reportable incident
4 = Exceeds standard	5% or less of students have a DIRS reportable incident
Rating: <input type="text"/>	
Comments:	
Source: MDE DIRS Data, School reported data	

1.13 Are students accepted to post-secondary programs at a high rate? Note: Post-secondary programs can include training in the trades, military service, credentialed conservatory training programs, vocational programs, and 2 and 4 year college programs.

1 = Does not meet standard

Less than 55% of students in the graduating class have been accepted into a post-secondary program

2 = Approaching standard

Between 55%-65% of students in the graduating class have been accepted into a post-secondary program

3 = Meets standard

Between 70%- 85% of students in the graduating class have been accepted into a post-secondary program

4 = Exceeds standard

Over 85% of students in the graduating class have been accepted into a post-secondary program

Rating:

Comments:

Source: MDE Sleds Data, School reported data

1.14 Are students equitably accessing rigorous coursework (AP, IB, CIS, PSEO, Honors) at high rates?

1 = Does not meet standard

- a. Less than 30% of all students accessed one or more rigorous courses in the past year.
- b. Less than 30% of BIPOC students accessed one or more rigorous courses in the past year.

2 = Approaching standard

- a. 30-45% of all students accessed one or more rigorous courses in the past year.
- b. 30-45% of BIPOC students accessed one or more rigorous courses in the past year.

3 = Meets standard

- a. 45%- 60% of all students accessed one or more rigorous courses in the past year.
- b. 45%-60% of BIPOC students accessed one or more rigorous courses in the past year.

4 = Exceeds standard

- a. Over 60% of all students accessed one or more rigorous courses in the past year.
- b. Over 60% of BIPOC students access rigorous courses.

1.14a:

1.14b:

Enter the overall score produced by the average of these two scores:

Comments:

Source: MDE SLEDS Data, School Reported Data, Interview data

SECTION 2: FINANCIAL VIABILITY – DOES THE SCHOOL EXHIBIT STRONG FISCAL HEALTH?

2.1 Does the school have an active finance committee that meets regularly and reports to the full board?	
1 = Does not meet standard	The school has no active finance committee
2 = Approaching standard	The school’s finance committee meets only as needed and only to review financials and/or the finance committee does not report its findings to the full board.
3 = Meets standard	The finance committee meets monthly, examines financial statements, and provides a thorough report of its findings to the full board.
4 = Exceeds standard	The finance committee meets at least monthly and examines financial statements, as well as short and long-range financial issues. Thorough reports of findings are provided to the board.
Rating: <input type="text"/>	
Comments:	
Source: Monthly board packets; Site visits	

2.2 Does the board have a fund balance policy that includes fund balance goals over time?	
1 = Does not meet standard	The school board does not have a fund balance policy
2 = Approaching standard	The school board has a fund balance policy but it does not include established goals over time
3 = Meets standard	The school board has a fund balance policy including goals over time
4 = Exceeds standard	NOT APPLICABLE.
Rating: <input type="text"/>	
Comments:	
Source: Monthly board packets; Board policy manual	

2.3 Does the school have a clean audit with no major findings?

1 = Does not meet standard	The audit is not “clean” OR has at least one of the following: (1) a material weakness on internal controls, (2) a finding on compliance with state law, or (3) three or more other findings
2 = Approaching standard	The audit has two findings, other than internal controls or compliance, but is considered “clean”
3 = Meets standard	The audit is “clean” and has one finding, other than internal controls or compliance
4 = Exceeds standard	The audit has no findings and is “clean”

Rating:

Comments:

Source: Annual financial audit

2.4 Does the school establish and maintain a balanced budget?

- Budget is approved and provided to UST before June 30;**
- Includes a cash flow projection for the year showing positive cash flow;**
- Is adjusted in a timely fashion when needed;**
- Meets established fund balance policy goals; and**
- Does not require major* program cuts)?**

***Major program cuts are defined as cuts that impact a school’s ability to deliver its core programming to students in a way that negatively impacts student experience.**

1 = Does not meet standard	A budget is not approved by June 30; the budget is not adequately detailed; no cash flow projection is established; lower than expected enrollment requires major budget adjustments; or the budget does not meet the fund balance policy goals set forth by the board.
2 = Approaching standard	A detailed budget is approved before June 30 but may not include a cash flow projection for the year; established budget may require adjustment due to lower than expected enrollment; budget meets the fund balance policy goals set forth by the board.
3 = Meets standard	The detailed budget is approved before June 30 and includes a cash flow projection for the year; established budget is based on realistic enrollment; and is adjusted if needed. The budget meets the fund balance policy goals set forth by the board and allows for maintenance of core programming.
4 = Exceeds standard	NOT APPLICABLE

Rating:

Comments:

Source: Monthly board packets, UST site visits, UST meetings with business manager(s)

2.5 Budgeted Enrollment Realization: Does the school's target ADM (as established by initial board-approved budget) match its actual ADM? (Calculated as actual ADM divided by budgeted ADM.)

1 = Does not meet standard Enrollment realization is 90% or less.

2 = Approaching standard Enrollment realization is 90-95%.

3 = Meets standard Enrollment realization is greater than 95%.

4 = Exceeds standard NOT APPLICABLE

Rating: _____

Comments:

Source: Monthly board packets, UST site visits, UST meetings with business manager(s)

2.6 Does the school have sufficient cash on hand to meet its near-term obligations?

1 = Does not meet standard The school has fewer than 30 days cash on hand.

2 = Approaching standard The school maintains 30-59 days cash on hand.

3 = Meets standard The school maintains a minimum of 60 days cash on hand or is meeting the cash on hand requirements of its bond covenants, whichever is greater.

4 = Exceeds standard NOT APPLICABLE

Rating:

Comments:

Source: Annual Report, Auditor Report, Financial Statements, Board policies

2.7 For established schools (in operation for at least 4 years) does the school have a sufficient fund balance?	
1 = Does not meet standard	The school's fund balance is less than 10% of annual expenditures.
2 = Approaching standard	The school's fund balance is between 10-15% of annual expenditures.
3 = Meets standard	The school's fund balance is more than 15% of annual expenditures.
4 = Exceeds standard	The school's fund balance is more than 20% of annual expenditures AND overall academic outcomes fall within the 'meets standard' range.
Rating: <input type="text"/>	
Comments:	
Source: Annual Report, Auditor Report, Financial Statements, Board policies	

2.8 Is the school meeting bond covenants (if applicable)?	
1 = Does not meet standard	The school is not meeting one or more bond covenants.
2 = Approaching standard	The school is meeting all bond covenants in the current year, but has been out of compliance with one or more covenants in the past three years.
3 = Meets standard	The school has consistently met all bond covenants.
4 = Exceeds standard	Not Applicable
Rating: <input type="text"/>	
Comments:	
Source: Annual Report, Auditor Report, Financial Statements, Board policies	

SECTION 3: IS THE ORGANIZATION EFFECTIVE AND WELL RUN?

3.1 Do all board members meet the statutory requirements for initial and ongoing training on board roles and responsibilities, governance, finance and employment practices?	
1 = Does not meet standard	Three or more board members are/have been out of compliance during the school year.
2 = Approaching standard	Two or fewer board members are/have been out of compliance during the school year.
3 = Meets standard	All board members meet training requirements
4 = Exceeds standard	NOT APPLICABLE.
Rating: <input type="text"/> Comments:	
Source: Monthly board packets, UST site visits, Statement of compliance sheet	

3.2 Does the board understand and comply with the Open Meeting Law and maintain orderly records including its bylaws, policies, board/committee minutes, and board packets?	
1 = Does not meet standard	The board does not understand the requirements of the Open Meeting Law and has been out of compliance more than once in the last year and/or the board does not maintain its records in an orderly fashion
2 = Approaching standard	The board exhibits working knowledge of the requirements of the Open Meeting Law and has been out of compliance no more than once in the last year and maintains its records properly, with minor exceptions.
3 = Meets standard	The board understands and meets the requirements of the Open Meeting Law and maintains its records in an orderly fashion.
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/> Comments:	
Source: Board minutes, ongoing correspondence, UST site visits	

3.3 Are all the school's educational staff appropriately licensed?

1 = Does not meet standard	At least one educational staff is not appropriately licensed or does not hold appropriate and current waivers or variances.
2 = Approaching standard	At least one educational staff has been on a waiver or variance for more than one year.
3 = Meets standard	All educational staff are appropriately licensed.
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/> Comments:	
Source: MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1	

3.4 Does the school complete criminal background checks in accordance with MN Statute and UST expectations?	
1 = Does not meet standard	The school cannot certify that it completes criminal background checks of staff and the board.
2 = Approaching standard	The school certifies that it completes criminal background checks of the staff but not the board or others with potential for close student contact.
3 = Meets standard	The school certifies that it completes criminal background checks of staff, the board, and others with potential for close student contact, as required by school policy.
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/> Comments:	
Source: UST site visit, board chair interview, background check policy	

3.5 Is the school compliant with other applicable law? Note that this measure includes, but is not limited to: -Meeting admissions and enrollment practice/policy requirements -Meeting governance model requirements	
1 = Does not meet standard	The school is not in compliance with other applicable law.
2 = Approaching standard	NOT APPLICABLE

3 = Meets standard	The school is in compliance with other applicable law.
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/> Comments:	
Source: UST site visit, board chair interview, background check policy	

3.6 Do all board members exhibit understanding of the role of the board and utilize nonprofit governance best practices including:	
<ul style="list-style-type: none"> -Understanding of board and school leader roles (governance vs. management) -Annual board self-evaluation -Annual school-leader evaluation -Annual approval of professional development plan for school leader (if applicable) -Annual evaluation of Educational Service Provider (CMO/EMO) if applicable -Orientation process for new members -Regular Strategic planning (at least once every five years) 	
1 = Does not meet standard	At least some board members do not understand the role of the board and the role of the school leader. Board policies and practices are not transparent or not present. Board meetings often address issues not central to the role of the board and/or fail to address core functions such as leader evaluation and school financial/academic health.
2 = Approaching standard	Some board members, but not all, exhibit understanding of their roles as board members and the role of the school leader. Board policies and practices are not always transparent and/or are not fully developed. The board inconsistently addresses issues central to its role such as leader evaluation, leader professional development plan approval (if applicable), and school financial/academic health.
3 = Meets standard	The Board exhibits understanding of its role and the role of the school leader. The board policies and practices are generally transparent and systems are in place to maximize effectiveness of the board, including an orientation process for new members, annual board self-evaluation, annual leader (and EMO/CMO if applicable) evaluation, annual approval of leader development plan (if applicable) and a plan for conducting and tracking initial and ongoing training. The board engages in regular strategic planning. The board is able to adequately sustain its membership through recruitment efforts.
4 = Exceeds standard	NOT APPLICABLE

Rating:

Comments:

Source: Site visits, ongoing correspondence, board minutes, interview with board chair

3.7 Does the board regularly review, update, and approve its bylaws and policies such that they maintain compliance with state law and current best practices?

1 = Does not meet standard	Board policies and/or bylaws are outdated and not reviewed regularly.
2 = Approaching standard	Board policies and/or bylaws are reviewed and approved as needed, but are not comprehensively reviewed on a regularly scheduled basis.
3 = Meets standard	Board policies and bylaws are reviewed for content and legal compliance, updated, and approved on a regularly scheduled basis, no less than once every three years.
4 = Exceeds standard	NOT APPLICABLE

Rating:

Comments:

Source: Board minutes, board policies, Governance binder, UST site visit

3.8 Does the board submit a complete board packet (including agenda, minutes, director report, other relevant documents, check register, cash flow sheet, enrollment report, balance sheet and income and expense report), to be received by all members of the board, school leadership, and UST at least three days prior to all board meetings?

1 = Does not meet standard	Board packets are not submitted on time AND are incomplete
2 = Approaching standard	Board packets are submitted on time (more than 75 percent of the time) but incomplete OR not submitted on time (less than 75 percent of the time) but complete
3 = Meets standard	Board packets are submitted on time (more than 75 percent of the time) and complete

4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/> Comments:	
Source: Monthly board packets; Board materials tracking document (G-1 CS info)	

3.9 Is the school fulfilling its legal obligations related to access and services to English Learners (ELs)? This includes maintaining an established EL program with a written plan for service at all grade and proficiency levels, securing appropriate staffing, supplying relevant professional development to all staff, ensuring that information on student EL status is available to all classroom teachers, and following MN Standardized Statewide EL Procedures for identification, entrance, and exit. The school ensures that staff have appropriate training, hold appropriate licenses, and are familiar with current legislation and research related to best practices for serving EL students.	
1 = Does not meet standard	The school is <u>not</u> fulfilling its legal obligations regarding ELs and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding ELs but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding ELs and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/> Comments:	
Source: UST site visits, Reference EL Packet, Formalized complaints at MDE, or Critical Elements review (SP-1)	

3.10 Is the school fulfilling its legal obligations related to access and services to students with individual education plans (IEPs)? (i.e. The school has a TSES manual that is school-specific and board-approved; has a special education director actively involved in working with special education staff and school leadership; effectively contracts with entities to provide services to students when necessary; completes annual IEP meetings on time; has been subject to no investigations related to special needs students; and has received a clean audit by MDE in the last audited school year. The school ensures that staff have appropriate training and are familiar with current legislation and research related to best practices for serving students with IEPs.)

1 = Does not meet standard	The school is not fulfilling its legal obligations regarding students with special needs and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding students with special needs but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding students with special needs and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="text"/>	
Comments:	
Source: UST site visits, Reference: special education investigation search on MDE website and special education training materials; Special education director interview	

3.11 Does the school have a high attendance rate ?	
1 = Does not meet standard	The attendance rate is less than 85 percent
2 = Approaching standard	The attendance rate is between 85 and 89.9 percent
3 = Meets standard	The attendance rate is 90-94.9 percent
4 = Exceeds standard	The attendance rate is more than 95 percent
Rating: <input type="text"/>	
Comments:	
Source: Annual reports, MDE website (data downloads)	

3.12 Is the school able to maintain a high percentage of teacher retention?	
1 = Does not meet standard	Fewer than 70 percent of teachers remained at the school last year (excluding retirements).
2 = Approaching standard	Between 70 and 84 percent of teachers remained at the school last year (excluding retirements).
3 = Meets standard	More than 85 percent of teachers remained at the school last year (excluding retirements).
4 = Exceeds standard	Over the course of the contract (or at least 3 years) teacher retention has consistently remained high (>85 percent)

Rating:
Comments:

Source: Annual report

3.13 Does the school generally retain its students from October 1st through the close of the school year?

1 = Does not meet standard	Student retention rates are more than 10% below the school's agreed-upon target rates.
2 = Approaching standard	Student retention rates are 5-10% below the school's agreed-upon target rates.
3 = Meets standard	The school is consistently fully enrolled. Student retention rates are within 5% or above the school's agreed-upon target rates
4 = Exceeds standard	NOT APPLICABLE

Rating:
Comments:

Source: Annual report, renewal application

3.14 Does the school exhibit a high level of parent satisfaction?

1 = Does not meet standard	Less than 75% of parents surveyed indicate they are satisfied with the school OR the school failed to achieve a response rate greater than 25%.
2 = Approaching standard	More than 75% but less than 85% of parents surveyed indicate they are satisfied with the school and the school achieved a response rate greater than 25%.
3 = Meets standard	More than 85% but less than 95% of parents surveyed indicate they are satisfied with the school and the school achieved a response rate greater than 25%.
4 = Exceeds standard	At least 95% of parents surveyed indicate they are satisfied with the school and the school achieved a response rate greater than 25%.

Rating:
Comments:

Source: Annual report, School parent satisfaction survey--overall satisfaction indicator

3.15 Is the school's physical plant safe and conducive to learning?

1 = Does not meet standard	The facility requires much improvement in order to provide a safe environment that is conducive to learning. Significant health and safety requirements have not been met OR the school lacks many conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.
2 = Approaching standard	Significant health and safety requirements are being met, but the facility needs some improvement in order to provide a safe environment that is conducive to learning. It partially – but not fully – provides conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.
3 = Meets standard	Significant health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.
4 = Exceeds standard	All health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students. Additionally, the facility meets the mission of the school.

Rating:

Comments:

Source: Authorizer observation

3.16 Do the school's disciplinary practices eliminate disparities as they relate to students of color?

1 = Does not meet standard

The school suspended/expelled BIPOC students at a rate more than 15% percentage points higher than the rate for their white peers.

2 = Approaching standard

The school suspended/expelled BIPOC students at a rate more than 5-10% percentage points higher than their white peers.

3 = Meets standard

The school suspended/expelled BIPOC students at approximately the same rate as their white peers.

4 = Exceeds standard

Not applicable

Rating:

Comments:

In the 2018-19SY SOCI were 3.47 times as likely to be suspended as compared to white students

Source: MDE DIRS Data, School reported data

3.17 Does the school have appropriate structures in place to effectively identify and support students needing academic accommodations (either acceleration or remediation), mental health supports or other supports in a timely fashion?

1 = Does not meet standard

The school does not have adequate systems to identify students needing supports. When students are identified the systems in place move slowly, taking weeks or months to execute the eventual support. Communication within systems is poor and internal/external stakeholders (teachers, school staff, parents, students) do not always receive timely or adequate communication.

2 = Approaching standard	The school has systems to identify students needing supports, but they may not always work as designed. When students are identified the systems in place move at a moderate pace, taking several weeks to a month to execute the eventual support. Communication within systems is patchy and internal/external stakeholders (teachers, school staff, parents, students) receive communication, but it may not always be timely or adequate.
3 = Meets standard	The school has systems to identify students needing supports, which work reliably and are used regularly by individuals throughout the system (teachers, paraprofessionals, administrators, counselors, parents, etc.). When students are identified the systems in place move efficiently, taking days or weeks to execute the needed support. Communication within systems is reliable and internal/external stakeholders (teachers, school staff, parents, students) receive all necessary communication in a clear and timely fashion.
4 = Exceeds standard	The school has systems with built in redundancies (multiple opportunities for reporting) to identify students needing support. The systems work reliably and are used regularly by individuals throughout the system (teachers, paraprofessionals, administrators, counselors, parents, etc.). When students are identified the systems in place move efficiently, taking hours or days to execute the needed support unless mandated timelines are longer. Communication within systems is reliable and internal/external stakeholders (teachers, school staff, parents, students) receive all necessary communication in a clear and timely fashion.
Rating: <input type="text"/>	Comments:
Source: Site visits, ongoing correspondence, interviews	

3.18 Is the school committed to anti-racism and equity by engaging in/ providing the following on an annual basis:	
<ul style="list-style-type: none"> • Representative/ Culturally relevant curriculum • Specific staff/ board trainings • Board and staff composition • Opportunities for members of the school community to provide feedback on the school's diversity, equity, and inclusion practices and policies 	
1 = Does not meet standard	Staff do not engage in cultural competency training. The board/ staff are not representative of the students the school serves and there is no plan to engage the school's broader community.

2 = Approaching standard	Staff/ Board members inconsistently engage in cultural competency training. The school is committed to recruiting staff/ board members who are representative of their school's community as evident by recruitment practices.
3 = Meets standard	Students/ families of all backgrounds report that the school feels welcoming and accepting. Staff/ Board members regularly engage in cultural competency training, and equity is included in the school's strategic plan. The school routinely engages the school's broader community, as evidenced by staff/ board composition. And the school utilizes a curriculum that is not only representative of the student's it serves; it also represents a multitude of backgrounds and perspectives.
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="checkbox"/>	
Comments:	
Source: Site visits, ongoing correspondence, interviews	

3.19 Is the school committed to creating a welcoming and inclusive environment that is open to all students? This is evidenced by the following:	
<ul style="list-style-type: none"> • Marketing/outreach targets socioeconomically and racially diverse populations • Materials available in multiple languages • Robust EL/ SPED Programming • Enacting policies that reduce enrollment barriers 	
1 = Does not meet standard	The school's marketing strategy marginalizes or ignores students from diverse backgrounds and/or those who are low income. Materials are only available in English. The school has an undeveloped EL or SPED program. Additionally, school policies and practices are not transparent and/or result in accessibility barriers for low income students and students of color.
2 = Approaching standard	The school's marketing strategy includes a plan to recruit students from diverse backgrounds and/or those who are low income. However, materials are only available in English. The school has an underdeveloped EL or SPED program. School policies and practices are generally transparent and do not create accessibility barriers for low income students or students of color.
3 = Meets standard	The school's marketing strategy includes an actionable plan to recruit students from diverse backgrounds and/or those who are low income. The plan is actively utilized. Materials are available in multiple languages and the school has robust EL and SPED programs. Additionally, school policies and practices are clear, transparent, and do not have negative impacts on low income students or students of color.

4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="checkbox"/>	
Comments:	
Source: Site visits, ongoing correspondence, interviews	

3.20 School-specific non-academic goals:	
<p>a. For the 2020-2021 school year, 32% of students at SPCPA are students of color. SPCPA is striving to recruit and retain by the 2022-2023 school year and beyond 40% or more students of color.</p> <p>b. For 2020-2021, 32% of arts teachers are teachers of color. SPCPA is striving to recruit and retain by the 50% arts teachers of color by the 2022-2023 school year.</p>	
1 = Does not meet standard	<p>a. The school missed its goal around student recruitment and retention by 5-10%.</p> <p>b. The school missed its goal around recruitment and retention of teachers of color by 5-10%.</p>
2 = Approaching standard	<p>a. The school missed its goal around student recruitment and retention by 1-5%.</p> <p>b. The school missed its goal around recruitment and retention of teachers of color by 1-5%.</p>
3 = Meets standard	<p>a. The student population is at least 32% students of color in SY2022 and at least 40% students of color in SY2023 and beyond.</p> <p>b. For SY2022 at least 32% of arts teachers will be people of color. This will increase to at least 50% by SY2023 and the school will seek to maintain that level going forward.</p>
4 = Exceeds standard	NOT APPLICABLE?
Rating: <input type="checkbox"/>	
Comments:	
Source: Site Visits, Interviews, Quarterly Reports	

Attachment #3 – Articles of Incorporation

12-379

**ARTICLES OF INCORPORATION
OF
PERFORMING ARTS CHARTER HIGH SCHOOL**

The undersigned, for the purpose of forming a corporation under and pursuant to the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, hereby adopts the following Articles of Incorporation.

**ARTICLE I
NAME**

The name of the corporation is **Performing Arts Charter High School**.

**ARTICLE II
PURPOSES AND POWERS**

1. The corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law (the "Code"), and in particular (but without limitation) to operate a charter high school in Saint Paul, Minnesota.

2. The corporation may receive gifts and bequests and hold, administer, and dispose of the same exclusively for the accomplishment of the charitable purposes for which the corporation was created. The corporation in carrying out its purposes shall have all the powers granted by law to a corporation formed under the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, as amended.

3. Notwithstanding any provision herein, the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

4. No substantial part of the activities of the corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, except to the extent permitted by law, and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

5. Notwithstanding any provision herein, if at any time the corporation is determined to be a private foundation or a private operating foundation as defined in Sections 509 or 4942 of the Code, then the following provisions shall apply:

- (a) The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;
- (b) The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;
- (c) The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code;
- (d) The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and
- (e) The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

**ARTICLE III
NO PRIVATE INUREMENT**

No part of the net earnings of the corporation shall inure to the benefit of any private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

**ARTICLE IV
DURATION**

The duration of existence of the corporation shall be perpetual.

**ARTICLE V
REGISTERED OFFICE**

The registered office of the corporation in the State of Minnesota shall be

15 West Kellogg Blvd.
Room 190
Saint Paul, Minnesota 55102

**ARTICLE VI
NO CAPITAL STOCK**

The corporation shall not have capital stock

**ARTICLE VII
NO MEMBERS**

The corporation shall not have members.

**ARTICLE VIII
BOARD OF DIRECTORS**

1. The general management of the corporation shall be vested in a Board of Directors. The number, qualifications, term of office, method of election, powers, authorities, and duties of the Directors, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the express provisions of these Articles of Incorporation shall be as specified in the Bylaws of the corporation.

2. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting by written action signed by the number of Directors that would be required to take the same action at a meeting of the Board of Directors at which all Directors were present; provided that when the action is taken by less than all Directors, all Directors must be notified immediately of its text and effective date. The written action shall be effective when signed by the required number of Directors, unless a different effective time is provided in the written action. Failure to provide the notice does not invalidate the written action. A Director who does not sign or consent to the written action is not liable for the action.

**ARTICLE IX
DISSOLUTION**

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, distribute the assets of the corporation to such organization or organizations as the Board may determine which are organized and operated exclusively for charitable or educational purposes and which qualify as exempt organizations under Section 501(c)(3) of the Code. Any assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes. Notwithstanding any provision herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by the corporation upon trust or other condition, or subject to any executory or special limitation, and such property, upon dissolution of the

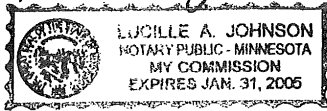
corporation, shall be transferred in accordance with the trust, condition or limitation imposed with respect to it.

**ARTICLE X
NAME OF INCORPORATOR**

The name and address of the Incorporator are:

Erich Mische
15 West Kellogg Blvd.
Room 190
Saint Paul, Minnesota 55102

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 22 day of March, 2002.

Lucille A. Johnson



Erich Mische, Incorporator

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED *lo*

APR 03 2002

Mary Hoffmeyer
Secretary of State

12-379

ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
PERFORMING ARTS CHARTER HIGH SCHOOL

THE UNDERSIGNED, Rick Beeson, the Secretary of Performing Arts Charter High School, a nonprofit corporation subject to the provisions of Chapter 317A, Minnesota Statutes, does hereby certify that by Written Action of the Directors of said corporation, dated the 30th day of August, 2002, the following amendment to the corporation's Articles of Incorporation was duly adopted in accordance with Chapter 317A, Minnesota Statutes:

Article I of the Articles of Incorporation of the corporation is hereby amended in its entirety so that the same shall be and read as follows:

ARTICLE I

The name of the corporation shall be Saint Paul Conservatory for Performing Artists. 2

IN WITNESS WHEREOF, the undersigned has signed these Articles of Amendment as of the 15 day of September, 2002.

RB

Rick Beeson, Secretary

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

SEP 20 2002 2

Mary Hoffmeyer
Secretary of State

2257140v1

Attachment #4 – Bylaws

BYLAWS OF SAINT PAUL CONSERVATORY FOR PERFORMING ARTISTS

ARTICLE I BOARD OF DIRECTORS

Section 1.01. General Powers. The general management of the school shall be vested in the Board of Directors, which shall determine the activities, programs, or projects to be financed or administered by the school. The Board of Directors may, from time to time, delegate such authority and responsibility as it may determine to one or more committees of the Board or to Officers.

Section 1.02. Number and Election. The Board of Directors shall consist of such number of Directors, but not less than five (5), and with such qualifications as may be determined from time to time by the Board of Directors. The school will operate a charter school in Minnesota pursuant to the provisions of Chapter 124E of Minnesota Statutes (including any amendments thereto or substitutions therefore, and hereinafter referred to as the "Charter School Statute"), the Board of Directors shall establish procedures for election and qualification of Directors in compliance with the voting and eligibility criteria set forth in the Charter School Statute.

Section 1.03. Term. Each Director shall serve for a term of three (3) years that expires at the annual meeting of the Board of Directors three years subsequent to his or her election and until his or her successor is elected and has accepted.

Section 1.04. Vacancies. Any vacancy occurring among the Directors by reason of death, resignation, removal, or otherwise may be filled for the unexpired term by an affirmative vote of a majority of the remaining Directors; provided, however, that the composition of the Board of Directors shall at all times satisfy the requirements of the Charter School Statute.

Section 1.05. Removal. Any one or more Directors may be removed with or without cause at any time by an affirmative vote of a majority of the Directors; provided, however, that the composition of the Board of Directors shall at all times satisfy the requirements of the Charter School Statute.

ARTICLE II MEETINGS OF BOARD OF DIRECTORS

Section 2.01. Annual Meetings of Board. An annual meeting of the Board of Directors of the school for the purpose of electing Officers and transacting such other business as may properly come before the meeting shall be held each year at such time and place as the Board of Directors may designate.

Section 2.02. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and at such place as the Board of Directors may designate. A schedule of the regular meetings shall be kept on file at the primary office.

Section 2.03. Special Meetings. A special meeting of the Board of Directors may be called for any purpose at any time by the Chair or upon written request of any two or more Directors of the school. Upon request in writing to the Chair or the Secretary by any two or more Directors, such Officer shall cause to be given to the Directors notice of a meeting to be held at such time, not less than 10 days after receipt of such request, as such Officer may fix. Special meetings of the Board of Directors shall be held at the principal office or at such other place as the Board of Directors may designate.

Section 2.04. Notice of Meetings. Written notice of each meeting of the Board of Directors stating the date, time, and place and, in the case of a special meeting, its purpose, shall be posted to the school website, and delivered, mailed, e-mailed, or faxed, not less than ten (10) days prior to the meeting to each Director entitled to vote at the meeting at his or her last address according to the available records of the school. If the date, time, and place of a meeting of the Board have been announced at a previous meeting of the Board, personal notice of the meeting is not required.

Section 2.06. Quorum. At each meeting of the Board of Directors, the presence in person of a majority of the Directors shall be necessary to constitute a quorum for the transaction of business. In the absence of such a quorum, any meeting may be adjourned from time to time by a majority of the Directors present. If a quorum is present when a duly called or held meeting is convened, the Directors present may continue to transact business until adjournment, even though one or more Directors withdraws from the meeting leaving less than a quorum.

Section 2.07. Voting. Each Director shall have one (1) vote. Except as otherwise provided in the Minnesota Statutes, the Articles of Incorporation of the school, or these Bylaws, all questions at a meeting of the Board of Directors at which a quorum is present shall be decided by the affirmative majority vote of the Directors present in person at the meeting.

Section 2.08. Adjournments. If any meeting of the Board of Directors is adjourned to another time or place, no notice as to such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken. At an adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally noticed.

Section 2.09. Meetings by Electronic Communication. Meetings conducted by telephone or other electronic means are prohibited unless the following conditions are met:

1. All members of the entity participating in the meeting, wherever their physical location, can hear one another and can hear all discussion and testimony;
2. Members of the public present at the regular meeting location of the entity can hear all discussion and all votes of the members of the entity and participate in testimony;
3. At least one member of the entity is physically present at the regular meeting location; and
4. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.
5. To the extent practical, a person can monitor the meeting electronically from a remote location. The school may require the person making a connection to pay for documented marginal costs that the school incurs as a result of the additional connection.
6. The school shall provide notice of the regular meeting location, of the fact that some members may participate by electronic means, and of the provisions of the above provision, number 5.

Each member participating in the meeting by telephone or other electronic means is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

Section 2.10. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed by the number of Directors who would be required to take the same action at a meeting of the Board of Directors at which all Directors were present; provided, however, that all Directors must be notified immediately of its text and effective date. The written action is effective when signed by the required number of Directors, unless a different effective time is provided in the written action. Failure to provide the notice does not invalidate the written action. A Director who does not sign or consent to the written action is not liable for the action. Approved actions expire 180 days after the effective date unless they are approved at a public meeting later within that time period.

Section 2.11. Conflicts of Interest. The Board of Directors shall conduct all its meetings and business in accordance with the conflicts of interest provisions and requirements of the Minnesota Nonprofit School Act and the Charter School Statute.

ARTICLE III COMMITTEES

Section 3.01. Executive Committee. If the Board of Directors so chooses, an executive committee comprised of the Chair and such other Directors as may be appointed by the Board of Directors may act during intervals between meetings of the Board of Directors. During such intervals and subject to the Board's control and direction, the executive committee shall have and may exercise all the authority and powers of the Board of Directors subject to such limitations as the Board may impose from time to time. Unless specifically authorized by the Board of Directors by resolution approved by the affirmative vote of a majority of the Directors, the executive committee shall not have the authority and power to elect Officers, to amend the Articles of Incorporation, to adopt a plan of merger or consolidation, to authorize the sale, encumbrance or disposition of all or substantially all of the property and assets of the school, to authorize a voluntary dissolution of the school or a revocation thereof, or to amend these Bylaws.

Section 3.02. Other Committees. The Board of Directors may designate one or more other committees and may adopt such regulations as it deems advisable with respect to the membership, authority and procedures of such committees.

Section 3.03. Rules of Procedure. Subject to these Bylaws and to such regulations as the Board of Directors may adopt from time to time, each committee designated by the Board of Directors may fix its own rules or procedure and may hold meetings at such times and places as it may determine.

Section 3.04. Minutes. Committees shall keep reasonable records of all meetings and actions. Minutes of committee meetings must be made available for at least 365 days following the meeting on the school website, with older minutes available upon request.

ARTICLE IV OFFICERS

Section 4.01. Election, Qualification, Terms. The Officers of the school shall consist of a Chair, a Vice Chair, a Secretary, and a Treasurer all of whom shall be elected by the Directors at an annual meeting of the Board of Directors, and such other Officers as may be elected or appointed from time to time by the Board of Directors. Any number of offices or functions of these offices may be held or exercised by the same person. The Chair and the Vice Chair shall be Directors. Each Officer shall hold office until his or her successor is elected and qualified, provided that each Officer shall serve at the pleasure of the Board of Directors and may be removed with or without cause at any time by the Board of Directors. The Superintendent shall serve as an ex-officio member of the board and subject to policies and contracts defining such appointment.

Section 4.02. Chair. The Chair shall preside at all meetings of the Board of Directors and shall maintain records of and, when necessary, certify proceedings of the Board of Directors. In general, the Chair shall perform all duties usually incident to the office of Chair and all duties prescribed by the Board of Directors.

Section 4.03. Vice Chair. The Vice Chair shall assume the duties of the Chair in his or her absence and shall perform such other duties as may be assigned by the Board of Directors or delegated by the Chair.

Section 4.04. Superintendent. The Superintendent shall be the chief executive officer of the school, shall actively manage the business and affairs of the school, and shall see to it that all orders and resolutions of the Board of Directors are carried into effect. The Superintendent shall be responsible for overseeing the application and implementation of established policies in the operation of the school. In general, the Superintendent shall perform all duties usually incident to the office of Superintendent and all duties prescribed by the Board of Directors.

Section 4.05. Secretary. The Secretary shall attend all meetings of the Board of Directors and shall record or cause to be recorded all proceedings of such meetings in the minute book of the school. The Secretary shall give or caused to be given proper notice of all meetings of the Board of Directors. If one or more assistant secretaries are elected or appointed by the Board of Directors, the Secretary may delegate thereto any of the foregoing duties.

Section 4.06. Treasurer. The Treasurer shall be responsible for the keeping of accurate financial records for the school. The Treasurer shall be responsible for the depositing of all money, drafts, and checks in the name of and to the credit of the school in such banks and depositories as the Board of Directors may designate. The Treasurer shall have power to endorse for deposit all notes, checks, and drafts received by the school and issue checks and drafts in the name of the school as ordered by the Board of Directors. The Treasurer shall render to the Board of Directors whenever requested an account of all transactions as Treasurer and of the financial condition of the school. If one or more assistant treasurers are elected or appointed by the Board of Directors, the Treasurer may delegate thereto any of the foregoing duties.

Section 4.07. Authority and Duties. In addition to the foregoing authority and duties, all Officers of the school shall respectively have such authority and perform such duties as may be designated from time to time by the Board of Directors

Section 4.08. Resignation, Removal, Vacancy. An Officer may resign by giving written notice to the Board of Directors. The resignation is effective without acceptance when the notice is given to the Board of Directors, unless a later effective date is named in the notice. An Officer may be removed with or without cause by a resolution adopted by the Board of Directors. A vacancy in an office for any reason may, and in the case of a vacancy in the office of Chair or Treasurer must, be filled for the unexpired part of the term as determined by the Board of Directors, provided that in the absence of an election or appointment of Officers by the Board of Directors, the persons exercising the principal functions of the Chair or the Treasurer is considered to have been elected to the office.

ARTICLE V INDEMNIFICATION

Section 5.01. General. The school shall indemnify persons acting in an official capacity on behalf of the school in the manner and to the extent set forth in Minnesota Statutes Section 317A.521. In addition, the school may, in the sole discretion of the Board of Directors, indemnify such persons or any other person under such circumstances or difference circumstances as the Board of Directors shall deem appropriate as long as the Board reasonable believes such indemnification to be in the best interests of the school.

Section 5.02. Advancement of Expenses. If a person acting in his official capacity on behalf of the school is made or threatened to be made a party to a legal proceeding by or in the right of the school, the person is entitled, upon written request to the school, to payment or reimbursement by the school of reasonable expenses, including attorneys' fees and disbursements, incurred by the person in advance of the final disposition of the proceeding, upon receipt by the school of a written affirmation by the person of a good faith belief that the criteria for indemnification described in Section 5.01 above have been satisfied and a written undertaking by the person to repay the amounts paid or reimbursed by the school if it is determined that the criteria for indemnification have not been satisfied; and after a determination that the facts then known to those making the determination would not preclude indemnification under this section. The written undertaking is an unlimited general obligation of the person making it but need not be secured and must be accepted without reference to financial ability to make the repayment.

Section 5.03. Rights Not Exclusive. Nothing contained in this article shall affect any rights to indemnification to which the school's personnel may be entitled by contract or otherwise under law.

Section 5.04. Insurance. The school may buy and maintain insurance on behalf of a person in his official capacity against liability asserted against the person in (or arising from) that capacity whether or not the school would have been required to indemnify the person against the liability.

ARTICLE VI POLICY OF NONDISCRIMINATION

The school shall admit students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age in administration of its educational policies, admissions policies, scholarship and loan programs, and school-administered programs.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01. Principal Office. The principal office of the school, at which the general business of the school shall be transacted and at which the general records of the school shall be kept, shall be in Saint Paul, Minnesota, or at such other place in the State of Minnesota as the Board of Directors may designate.

Section 7.02. Execution of Instruments. All deeds, mortgages, bonds, notes, checks, drafts, contracts, and other instruments may be signed on behalf of the school by such persons as may be designated by the Board of Directors.

Section 7.03. Authority to Borrow and Encumber Assets. No Director, Officer, agent, or employee of the school shall have the power of authority to borrow on its behalf, to pledge its credit, or to mortgage or pledge its property except within the scope and to the extent of the authority delegated by resolutions adopted by the Board of Directors. The authority may be given by the Board of Directors for any of the above purposes and may be general or limited to specific instances.

Section 7.04. Fiscal Year. The fiscal year of the school shall be the twelve-month period ending June 30 of each year or such other period as the Board of Directors may designate.

Section 7.05. Amendment. These Bylaws may be amended with three approvals in accordance with Minn. Stat. §124E.07: (1) by a majority vote of the board of directors; (2) a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and (3) with the authorizer's approval.

Attachment #5 –Admissions Policy and Procedures

Adopted: 08-02-2005

Revised: 01-07-2013, 05-05-2017, 11-30-2020 (First Reading for Revision)

513 ADMISSIONS

I. PURPOSE

The purpose of this policy is to explain the admissions process at the Saint Paul Conservatory for Performing Artists to assure access to the school by all eligible students.

II. GENERAL STATEMENT OF POLICY

- A. This policy establishes procedures for admission to the Saint Paul Conservatory for Performing Artists consistent with Minnesota statutes and other applicable laws.
- B. Saint Paul Conservatory for Performing Artists is a public school and pursuant to state law, must enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of the program, class, grade level, or building. If this occurs, students will be accepted through a lottery process.
- C. Saint Paul Conservatory for Performing Artists shall not discriminate against any student based on race, color, ethnicity, creed, religion, national origin, sex, gender identity or expression, age, marital status, familial status, status regarding public assistance, sexual orientation, disability, intellectual ability, prior measures of achievement or aptitude, athletic or artistic ability, or for any other basis that would be unlawful for a public or charter school.
- D. Saint Paul Conservatory for Performing Artists shall not seek any information about any applicant that may be used to discriminate against the applicant in either the school's policies or governing laws. This does not preclude the school from seeking such information about a student for a lawful purpose after the school admits the student.

III. PROCEDURES

- A. Annually, the Board of Directors will review and establish the enrollment capacity for each grade level and for each arts program, as determined by the school's facilities, for the following school year. The school will communicate this information to interested students and their families, on documents for prospective students, attached to this policy, and available on the school's website.
- B. Annually, the Board of Directors will set an initial date to begin admitting students to the school for the following school year.
- C. If applications for enrollment at the initial date of admittance established by the Board of Directors exceed the established capacity for a grade level or arts program, the following procedures will be followed.

1. Enrollment preference will be given to siblings of enrolled students and to foster children of that student's parent(s)/guardian(s).
 2. Secondary enrollment preference will be given to children of the school's staff.
 3. A lottery will be conducted to fill the remaining openings in each grade level and arts program.
 4. If a student is selected through the lottery process, any siblings, of that student will be accepted at the same time.
 5. Students not selected through the lottery process will be placed in a waiting pool. If openings occur, the lottery process will again be followed.
- D. If the number of applications is less than or equal to the established capacity after the initial date of admission, all applicants will be accepted into the school.
- E. Enrollment after this date will be on a "first-come, first-served" basis until capacity is reached. Once capacity is reached, new applicants will be placed in a waiting pool. If openings occur, the lottery process will be followed.
- F. School administration will inform students and their parent(s)/guardian(s) of the status of admission in a timely manner.

IV. COMPLAINTS & APPEALS

Any complaint regarding the admissions process or appeal pertaining to an admissions decision should first be made to the superintendent before being filed with the Board of Directors.

Legal References:

Minn. Stat. § 124E (Charter Schools)

Cross References:

SPCPA Policy 103 (Complaints)

Attachment #6 – Insurance Coverage Types and Amounts

The school shall maintain the types and amounts of insurance required by the applicable tort liability limits under Minnesota Statutes Chapter 466, the relevant portion of which is cited below:

466.04 MAXIMUM LIABILITY.

Subdivision 1. Limits; punitive damages.

(a) Liability of any municipality on any claim within the scope of sections 466.01 to 466.15 shall not exceed:

(1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;

(2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;

(3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;

(4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;

(5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;

(6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;

(7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;

(8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under sections 115B.01 to 115B.15 or under any other law; or

(9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality.

(b) No award for damages on any such claim shall include punitive damages.

Subd. 1a. Officers and employees.

The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also

is employed in the profession for compensation by a person or persons other than the municipality.

Subd. 1b.Total claim.

The total liability of the municipality on a claim against it and against its officers or employees arising out of a single occurrence shall not exceed the limits set forth in subdivision 1.

Subd. 2.Inclusions.

The limitation imposed by this section on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort.

§

Subd. 3.Disposition of multiple claims.

Where the amount awarded to or settled upon multiple claimants exceeds the applicable limit under subdivision 1, paragraph (a), clauses (4) to (9), any party may apply to any district court to apportion to each claimant a proper share of the total amount limited by subdivision 1. The share apportioned each claimant shall be in the proportion that the ratio of the award or settlement made to each bears to the aggregate awards and settlements for all claims arising out of the occurrence.

Attachment #7

Compliance Agreement

The SPCPA School Board will comply with all state and federal laws governing organizational, programmatic, and financial requirements applicable to charter schools.

Board Chair
Michael Robins

DocuSigned by:
Michael Robins
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Signature, Board Chair

Board Vice-Chair & Treasurer
Kelly Rodieck

DocuSigned by:
Kelly Rodieck
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Signature, Board Vice-Chair & Treasurer

Board Secretary
Shawn Judge

DocuSigned by:
Shawn Judge
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Signature, Board Secretary

Board Member
Jeffrey Kimpton

DocuSigned by:
Jeffrey Kimpton
634E000E213459...
Signature, Board Member

Board Member
Amber Keeley

DocuSigned by:
Amber Keeley
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Signature, Board Member

Board Member
Justin Spooner

DocuSigned by:
Justin Spooner
64D93A1671294F9...
Signature, Board Member

Ex-Officio Member
Callie Jacobs
Superintendent

DocuSigned by:
Callie Jacobs
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Signature, Ex-Officio Member

June 15, 2021

Attachment #8 –University of St. Thomas Accountability and Oversight System

Additional detail on the Accountability and Oversight Systems employed by the University of St. Thomas can be found in the Charter School Authorizing Program Manual included as a part of the Approved Authorizing Plan on file with MDE.

ACCOUNTABILITY SYSTEM

The University of St. Thomas (UST) is committed to fulfilling its role as a charter school authorizer by holding its schools accountable for a range of results. Through clear reporting by the schools and oversight by the authorizer, UST will uphold our legal obligation to make sure the schools we authorize are reaching (or making adequate progress toward) the purposes, goals, and benchmarks outlined in their charter contracts and Minnesota statute. This collective body of evidence will also form the basis for contract renewal decisions.

UST uses a standard charter contract with unique, school-specific terms that capture different approaches to achieving student success. The individuality of each school will be preserved in the Accountability System and self-reporting on the results of its respective outcomes through Annual and additional reports as described in the Oversight System section. Authorizer reporting on school outcomes will take place annually and will be in alignment with the goals set forth through the Accountability System. UST will report findings to the school's leader and board and encourage constructive dialogue on continuous improvement efforts.

The specific Accountability System for this school is presented in Attachment 2 of the contract and is comprised of two sections, the Evaluation Framework and the Evaluation Rubric.

Pre-Operational Schools

New schools in their pre-operational year are subject to a detailed Ready-to-Open (RTO) Process. UST is dedicated to collaborating with accepted charter school founding teams to ensure the realization of the high quality, successful schools envisioned during the application process. The pre-operational period is a critical time in which the school is laying the foundation for future performance. As such, UST is committed to working closely with school founders throughout the planning year to ensure that all Ready-to-Open (RTO) benchmarks are met and the school is prepared to open successfully.

The RTO benchmarks consist of eight areas of critical importance which are aligned with the detailed checklist used during the pre-operational period. In order to open, the school must demonstrate its satisfaction of each area. The benchmark areas are as follows:

- Enrollment
- Contract with UST
- Board Governance
- School site
- Funding
- Learning Program Elements
- Student Transportation

- Staffing

A charter school’s ability to successfully fulfill the three primary components of its contractual agreement with UST – academic success, fiscal viability, and organizational aptitude – depends a great deal on what happens well before the doors of the school ever open. The most complicated tasks, critical timelines, and demanding commitments are parts of a charter school’s pre- operational year(s). While a Start-Up Coordinator is often hired by the interim board to handle many functions, the volunteer efforts of board members and parents are often necessary to absorb much of the work and provide direction to any pre-operational staff.

Due to the broad scope of activities and the modest number of players involved in seeing them through, UST has organized a charter school’s start-up year into a calendar and Ready-to-Open Checklist. Progress and completion of Ready-to-Open Checklist items will be reviewed regularly through the Pre-Operational Oversight process outlined in the UST Charter School Authorizing Program Manual and culminate with a Ready-to-Open meeting and the final decision regarding readiness to open.

OVERSIGHT SYSTEM

Reporting

The reporting requirements for UST authorized schools is articulated in Section 7.6 of the Charter Contract, which states, “The school will file reports, including the annual report identified in section 3.5(e) with the authorizer regarding the implementation efforts and outcomes of the school program. These reports shall encompass operational, governance, financial, compliance, and academic elements—including those elements related to achievement of the primary and additional statutory purposes of the school. As such, UST authorized charter schools will provide Annual and Additional Reports to UST, the contents of which are aligned with our accountability system and enumerated in the current year’s Annual Reporting Guidelines document, provided to the schools on a yearly basis. Our intention is to ask only for necessary information that will be reviewed and used to instruct oversight. Written feedback is provided in response to each report. UST’s response to school reports may contain include statements of affirmation for positive performance, minor constructive criticism, or a formal notice of intervention, as laid out in the Range of Interventions Document.

MN Statute 124E.16, subd. 2(a) states, “A charter school must publish an annual report approved by the board of directors. The annual report must at least include information on school enrollment, student attrition, governance and management, staffing, finances, academic performance, innovative practices and implementation, and future plans. A charter school may combine this report with the reporting required under section 120B.11 governing the world's best workforce. A charter school must post the annual report on the school's official website. A charter school also must distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the charter school. The reports are public data under Chapter 13.”

Reports are designed to ensure prudent authorizer oversight without overburdening school leaders and to provide important information to school stakeholders. Each UST-authorized

charter school will self-report on its goals and outcomes in the Annual Report. Additionally, UST requires that the Annual Report include additional elements as enumerated in the current year's Annual Reporting Guidelines document.

Site Visits

One of the most important ways UST gathers information about the schools it authorizes is through on-site visits. Site visits allow the authorizer to observe the school in action firsthand, hear directly from all key stakeholders, and corroborate school-reported information and data. UST conducts three different types of site visits: Formal, End of Term, and Monitoring. The Formal and End of Term site visits will follow a more structured protocol, and will produce written and oral feedback to the school staff and board. UST will also make informal monitoring visits to schools for follow-up oversight, special events, and check-ins.

Formal Site Visit

Conducted in the fall of each year to assess the implementation of school-opening procedures and to discuss progress toward meeting academic, financial, governance, and operational goals. Formal Site Visits are typically conducted by a single UST staff member who interviews key stakeholders, conducts classroom observations, and attends a board meeting. Written feedback will be provided to the Board of Directors and school leadership.

End of Contract Term Site Visit

These visits are similar to Formal Site Visits but are conducted by a team of reviewers four to six months prior to the end of the school's contract term. This visit takes place around the time the school is submitting its Application for Contract Renewal with the visit being focused on the school's performance over the entire term of the contract. Written feedback is provided to the Board of Directors and School leadership in the form of the school's End of Term Evaluation which is used to determine contract renewal.

On-going Monitoring Site Visit

UST may conduct monitoring site visits at any time to fulfill its duties as an authorizer. Reasons for monitoring visits may include: investigation of a complaint, determination of readiness to open, follow up to implementation of improvement plans, documentation of best practices, attending school-wide assemblies, celebrations or other public events. These visits are typically less formal and may be impromptu or without notice. The frequency, duration, and intensity of these visits depend greatly on the school's standing with UST.

Attachment #9 – University of St. Thomas Evaluation



March 31, 2021

St. Paul Conservatory for Performing Artists
Board of Directors
16 West Fifth Street
St. Paul, MN 55102

Dear Board of Directors and Superintendent Jacobs,

This letter serves as a notice of charter contract renewal for the St. Paul Conservatory for Performing Artists (SPCPA). **The University of St. Thomas (UST) is extending a five year contract renewal to SPCPA as a result of the school's superior performance in academics, finance, and governance.** A draft of this contract and proposed accountability plan measures are attached for your review. We will work with you as needed to make any necessary revisions and prepare a final contract for approval at your May board meeting.

Attached you will also find the University of St. Thomas' renewal evaluation of SPCPA. The scores issued in the evaluation report are calculated using data collected in the school's annual report and audit, authorizer site visits, financial statements, board packets, board observations, and other documentation provided by the school and MN Department of Education throughout the year.

While St. Thomas strives to use the most accurate and up-to-date information available to construct these evaluations, we recognize that the practices of each school are constantly evolving and changing. To this end, we hope that this document serves not only to provide feedback to the school's board and leadership, but also to open a dialogue which may deepen our understanding of the school's operations.

To assess the performance of the school, St. Thomas rates indicators in three major categories: Academic Performance, Financial Viability, and Organizational Aptitude. We have developed several key questions in each area and use an assessment system to determine the extent to which the school is meeting the expectations enumerated in its charter contract. The assessment system uses the following four-point scale:

- 4 = Exceeds Standard
- 3 = Meets Standard
- 2 = Partially Meets Standard
- 1 = Does Not Meet Standard

Below is a brief summary of the school's performance in each of the three categories. Detailed feedback on the school's performance is included in the attached rubric. Keep in mind that St.

Thomas expects its schools to achieve scores of 3, Meets Standard, in all areas and that achieving an overall score of 4, Exceeds Standard, is not possible as some compliance-based measures are only eligible for 3 points.

Overall, St. Thomas believes SPCPA has an effective educational program, an exceptional arts program, and is meeting the needs of its students. We look forward to continuing a positive and productive relationship and applaud your excellent work!

Academic Performance – Is the learning program a success?

Overall Scores: SY2017: 3.07 SY2018: 3.26 SY2019: 3.02 SY2020: 3.16 SY2021: 3.42

Over the contract period, SPCPA demonstrated overall academic health, with strength generally increasing over time. Students consistently performed well in both reading and math proficiency. The school generally met or exceeded the performance of the state and resident district in both subjects, in some cases by a wide margin. The school struggled somewhat to demonstrate high levels of high growth; however, this is common among schools with high proficiency rates as it becomes more difficult for standardized assessments to measure growth in high-performing students. SPCPA generally outperformed the state and resident district in terms of students demonstrating ‘on-track’ growth in both reading and math, though analysis against demographically comparable schools showed some room for additional movement, particularly in the area of mathematics. The school has worked to strengthen its math program, adopting and implementing a new math curriculum and making supportive study hall opportunities available to students. Due to the pandemic, MCA results were not available for SY2021.

The school’s academic performance on the PSAT test series is another point of strength as students performed well and overwhelmingly met reading and math benchmarks across the contract period.

Authorizer observations indicate that SPCPA students experience a high degree of rigor and support in warm, engaging classroom environments—even when those environments are remote. The spring visit for SY2020 and visits for SY2021 were virtual due to the pandemic. Student survey feedback from this period indicated a strong preference for in-person learning, but also a sense that the school was doing well in creating supports for students during distance learning.

SPCPA’s administration and teaching staff were thoughtful and effective in shifting from in-person to remote instruction, and are to be commended for efforts to bring students back to in person learning as safely and quickly as possible.

Financial Viability – Does the school exhibit strong financial health?

Overall Scores: SY2017: 3.31 SY2018: 3.31 SY2019: 3.31 SY2020: 3.31 SY2021: 3.5

SPCPA has taken care to manage its finances in a sustainable and responsible way and all board members attend financial training in a timely fashion. The school has had some enrollment declines over the contract period, but has successfully addressed them through management of expenses and development of new programs. The board and leadership track enrollment carefully and board members review a detailed enrollment dashboard and financial statements at each meeting. The Superintendent has an excellent grasp of the school’s finances and works well with the external financial management firm, creating an effective financial system for the school.

SPCPA boasts a strong fund balance and has enjoyed financial stability despite the uncertain fiscal climate brought on by the pandemic and the subsequent need to invest in technology and other resources. Audits have been presented to the board regularly and over the entire contract period have been were clean with no findings—a particularly significant achievement given the complexity of school finance.

Organizational Aptitude – Is the organization effective and well run?

Overall Scores: SY2017: 3.09 SY2018: 2.83 SY2019:.88 2 SY2020: 2.85 SY2021: 3.02

The organizational structure of SPCPA is strong, with many key functions such as ongoing board training, board self-evaluation, and policy review happening on a regular basis. The school regularly reviews board policies and maintains clear, frequent communication between the board, administration, and school staff. Board packets are distributed well in advance of meetings, and the board is thoughtful and careful about meeting the requirements of MN’s Open Meeting Law.

The school has demonstrated its ability to make strategic decisions as demonstrated by the recent, and successful, addition of a visual arts program and plans for a creative writing program. Strategic planning has typically been done on an annual basis with a focus on the year to come. This approach has strengths, and the school is currently seeking augment and broaden them by engaging in a process with a longer planning horizon.

The school has an administrative structure that appears to work well for students and teachers, with chairs of the various arts departments working to ensure communication flows smoothly to the large arts staff as well as the academic staff. High standards, best practices, and thoughtful systems are in evidence throughout the organization, allowing the school to handle any matter that arises in a timely manner.

Closing and Follow-up Requests

The detailed rubric accompanying this letter provides scoring and additional commentary on each measure embedded in the school’s contract with St. Thomas and represents our assessment of the school’s performance as related to its accountability plan, over the contract period. Please feel free to ask questions at your convenience.

The University of St. Thomas is pleased to authorize SPCPA and commends its efforts to provide Minnesota students with a high-quality education. It has been a pleasure getting to work with you over the past years and we look forward to many more years to come!

Sincerely,



Molly McGraw Healy
Director of Charter Authorizing
University of St. Thomas

Saint Paul Conservatory for Performing Artists (SPCPA) School Performance Evaluation Rubric

The University of St. Thomas has developed an assessment system that will be used whenever formal decisions are made about the effectiveness of a charter school in meeting its stated mission and objectives as well as the expectations included in the University of St. Thomas' Authorizing Accountability Framework.

This form will be used by raters to assess a school's Annual Report, as well as to give a quantitative rating for a school's Application for Contract Renewal. Additionally, this form is to be used by any charter school seeking Change of Authorizer Status.

This Performance Evaluation Form is used by each charter school to complete a self-assessment of its school program at the end of each school year as a part of its Annual Report. Additionally, each charter school authorized by UST is to complete a self-assessment at the end of its contract period as part of its application for renewal. The UST Charter School Accountability Board will also use this form to assess the strength of each school's program, as documented in the school's Annual Report, and its Application for Renewal.

The assessment system uses a four-point scale:

- 4 = Exceeds Standard**
- 3 = Meets Standard**
- 2 = Approaching Standard**
- 1 = Does Not Meet Standard**

SECTION I – Is the Learning Program a success?

1.1 State Accountability System Goal: Students in all subgroups will meet proficiency targets set by the Minnesota Department of Education. This goal is only applicable to Title 1 Schools.	
1 = Does Not Meet Standard	Weighted percentage of subgroups achieving proficiency is less than or equal to 50%
2 = Approaching Standard	Weighted percentage of subgroups achieving proficiency is greater than 50% but less than 65%
3 = Meets Standard	Weighted percentage of subgroups achieving proficiency is between 65% and 80%
4 = Exceeds Standard	Weighted percentage of subgroups achieving proficiency is greater than 80%
SY2018-SY2021 Rating: Enter the number that most closely matches your assessment: N/A	
Comments/Evidence: Due to changes under MN's ESSA plan, MDE is no longer reporting data in the format necessary to score this goal.	
SY2017 Rating: Enter the number that most closely matches your assessment: 2	
Comments/Evidence: In SY2016, 55% of students in all subgroups met proficiency targets based as reported in MDE's Multiple Measures District Download.	
Data Source: Annual Report, Minnesota Department of Education School Report Card , test data spreadsheets	

1.2 MCA Proficiency: Are students performing as well as or better than the state, the resident district, and comparable schools on MCA Reading and Math assessments? (Note: Statewide is weighted at one point, while resident district and comparable schools are at 1.5 points each. For this and all measures below, if analysis results in different scores for Reading and Math, report overall average for the measure, i.e. 2 for Reading and 3 for Math = 2.5, etc.)

1.2a Reading

1.2b Math

1 = Does Not Meet Standard	More than 10 percentage points below comparison groups
2 = Approaching Standard	6-10 percentage points below comparison groups
3 = Meets Standard	Within 5 percentage points of comparison groups
4 = Exceeds Standard	Exceeds comparison group by more than 5 percentage points

SY2021

Rating: NA

Comments/Evidence: Due to Covid-19, the MCAs were not administered in SY2020.

SY2020

Rating is determined by the following formula:

Statewide Comparison Score (1-4) x 1 + Resident District Comparison Score (1-4) x 1.5 + Comparable School Score ((1-4) x 1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)

1.2a Reading: $(3 \times 1.5) + (4 \times 1.5) + (4 \times 1) = 13 / 4 = 3.25$

1.2b Math: $(1 \times 1.5) + (4 \times 1.5) + (3 \times 1) = 10.5 / 4 = 2.625$

Enter the overall score produced by the average of these two scores: 2.9

Comments/Evidence: See data below:

Reading Proficiency

SPCPA 79.44% Comparison 79.05% School District 45.86% State 60.4%

Math Proficiency

SPCPA 49.15% Comparison 64.55% School District 27.35% State 45.02%

SY2019

Rating is determined by the following formula:

Statewide Comparison Score (1-4) x 1 + Resident District Comparison Score (1-4) x 1.5 + Comparable School Score ((1-4) x 1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)

1.2a Reading: $(2 \times 1.5) + (4 \times 1.5) + (4 \times 1) = 13 / 4 = 3.25$

1.2b Math: $(1 \times 1.5) + (4 \times 1.5) + (3 \times 1) = 10.5 / 4 = 2.625$

Enter the overall score produced by the average of these two scores: 2.937

Comments/Evidence: See data below:

Reading Proficiency

SPCPA 72.2% Comparison 77.93% School District 40.2% State 59%

Math Proficiency

SPCPA 43.5% Comparison 54.18% School District 27.3% State 47.10%

SY2018

Rating is determined by the following formula:

Statewide Comparison Score (1-4) x 1 + Resident District Comparison Score (1-4) x 1.5 +

Comparable School Score ((1-4) x 1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)

1.2a Reading: $(1.5 \times 3) + (1.5 \times 4) + (1 \times 4) = 14.5 / 4 = 3.625$

1.2b Math: $(1.5 \times 1) + (1.5 \times 4) + (1 \times 3) = 10.5 / 4 = 2.625$

Enter the overall score produced by the average of these two scores: 3.125

Comments/Evidence: Overall, SPCPA's proficiency levels in both math and reading are strong when compared to the resident district, and are either at or above the level of the state. The school also scored within the range of demographically comparable schools in reading, but fell 18% below demographically comparable schools in math.

SY2017

Rating is determined by the following formula:

Statewide Comparison Score (1-4) x 1 + Resident District Comparison Score (1-4) x 1.5 +

Comparable School Score ((1-4) x 1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)

1.2a Reading: 3.6

1.2b Math: 2.6

Enter the overall score produced by the average of these two scores: 3.1

Comments/Evidence:

SPCPA Math 48.6%

Comps Math 77.2%

District 30%

State 47.1%

$(1 \times 1.5) + 4 \times 1.5 + 3 = 9.5 / 4 = 2.4$

SPCPA Read 77.6%

Comps 76.2%

District 37.3%

State 58.9%

$(3 \times 1.5) + (4 \times 1.5) + (4 \times 1) = 14.5 / 4 = 3.6$

Source: MCA data available on MDE website or school self-report if cell size is too small and test data spreadsheets, **Data Sheet**

1.3 MCA Growth (Normal Curve): Are students who are continuously enrolled making growth academically as measured by MCA exams? (Note: If analysis results in different scores for Reading and Math, report the score with a decimal, i.e. 2 for Reading and 3 for Math = 2.5, etc.).

1.3a Reading

1.3b Math

1 = Does Not Meet Standard	Low growth is more than 20% AND high growth is less than 30%
2 = Approaching Standard	Low growth percentage exceeds high growth percentage
3 = Meets Standard	High growth percentage exceeds low growth percentage
4 = Exceeds Standard	Low growth was less than 20% AND high growth was more than 35%

SY2021

Rating: NA

Comments/Evidence: Due to Covid-19, the MCAs were not administered in SY2020.

SY2020**1.3a Reading: 1****1.3b Math: 1****Enter the overall score produced by the average of these two scores: 1****Comments/Evidence:** As the data below illustrates, the percentage of low growth well exceed high growth in both reading and math for SY2019.Reading HG 23.8% Reading LG 31%
Math HG 22.1% Math LG 40%**SY2019****1.3a Reading: 3****1.3b Math: 1****Enter the overall score produced by the average of these two scores: 2****Comments/Evidence:** See data below. Similar to SY17, a high portion of SPCPA students demonstrated low growth in math.Reading HG 25% Reading LG 24%
Math HG 13.6% Math LG 40.9%**SY2018****1.3a Reading: HG=34.4% LG =20.8% = 3****1.3b Math: HG = 23.5%, LG = 25.5% = 1****Enter the overall score produced by the average of these two scores: 2****Comments/Evidence:** SPCPA had impressive levels of high growth in reading, particularly given the school's strong proficiency rates in this area as well. Math growth was less strong, with roughly half (51%) of students making medium growth and only 23.5% making high growth. It is worth noting that only 7.1% of students making low growth were not proficient in the prior year, suggesting that the school is having some success in targeting previously non-proficient students; however, the majority of students achieving low growth fell into medium growth, indicating that further acceleration may be needed to move students to proficiency by graduation.**SY2017****1.3a Reading: 3****1.3b Math: 1****Enter the overall score produced by the average of these two scores: 2****Comments/Evidence:**Math 23.1% high growth and 25% low growth
Reading 38.3% high growth and 21.7% low growth**Source: MCA data** available on MDE website or school self-report if cell size is too small and test data spreadsheets, **Data Sheet****1.4 MCA Growth (Comparison Groups): Are students making expected growth compared to the state, resident district, and comparable district schools? (Notes: Expected growth is achieved if students are proficient with medium or high growth or not proficient with high growth. Statewide is weighted at 1.0 point, while resident district and comparable schools are at 1.5 points each.)****1.4a Reading****1.4b Math**

1 = Does Not Meet Standard	More than 10 percentage points below comparison groups
2 = Approaching Standard	6-10 percentage points below comparison groups
3 = Meets Standard	Within 5 percentage points of comparison groups
4 = Exceeds Standard	Exceeds comparison group by more than 5 percentage points
SY2021	
Rating: NA	
Comments/Evidence: Due to Covid-19, the MCAs were not administered in SY2020.	
SY2020	
Rating is determined by the following formula: Statewide Comparison Score (1-4) x 1; + Resident District Comparison Score (1-4) x 1.5; + Comparable School Score ((1-4) x1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)	
1.4a Reading: $(2 \times 1.5) + (4 \times 1.5) + (3 \times 1) = 11/4 = 3$	
1.4b Math: $(1 \times 1.5) + (4 \times 1.5) + (3 \times 1) = 7/4 = 2.625$	
Enter the overall score produced by the average of these two scores: 2.81	
Comments/Evidence:	
Reading On-Track SPCPA 60.7% Comparison Schools 67.93% District 44.9% State 55.8%	
Math On-Track SPCPA 48.4% Comparison Schools 59.93% District 36.80% State 51.50%	
SY2019	
Rating is determined by the following formula: Statewide Comparison Score (1-4) x 1; + Resident District Comparison Score (1-4) x 1.5; + Comparable School Score ((1-4) x1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)	
1.4a Reading: $(2 \times 1.5) + (4 \times 1.5) + 2 \times 1 = 11/4 = 2.75$	
1.4b Math: $(1 \times 1.5) + (3 \times 1.5) + (1 \times 1) = 7/4 = 1.75$	
Enter the overall score produced by the average of these two scores: 2.25	
Comments/Evidence:	
Reading On-Track SPCPA 63% Comparison Schools 71.88% District 43.9% State 56.90%	
Math On-Track SPCPA 41% Comparison Schools 63.15% District 36.80% State 54.10%	
SY2018	
Rating is determined by the following formula: Statewide Comparison Score (1-4) x 1; + Resident District Comparison Score (1-4) x 1.5; + Comparable School Score ((1-4) x1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.)	
1.4a Reading: $(1.5 \times 3) + (1.5 \times 4) + (1 \times 4) = 14.5/4 = 3.625$	
1.4b Math: $(1.5 \times 3) + (1.5 \times 4) + (1 \times 3) = 13.5/4 = 3.375$	
Enter the overall score produced by the average of these two scores: 3.5	
Comments/Evidence: As discussed above, SPCPA appears to be having some success in working with previously non-proficient students. The school also demonstrated strength in both reading and math when compared to demographically similar schools, the resident district, and the state. In particular, the school's performance shone when compared to the resident district, outperforming the resident district's 'on track' percentages by nearly 20% in math and nearly 30% in reading.	

SY2017

Rating is determined by the following formula:

Statewide Comparison Score (1-4) x 1; + Resident District Comparison Score (1-4) x 1.5; +

Comparable School Score ((1-4) x1.5) divided by 4 (report final score to the tenths-place, i.e. 2.8, 3.2, etc.

1.4a Reading: 3.6

1.4b Math: 2.6

Enter the overall score produced by the average of these two scores: 3.1

Comments/Evidence:

SPCPA Math 54.6%

Comps 67.9%

District 40.1%

State 56.4%

SPCPA Reading 70.5%

Comps 68.9%

District 44.2%

State 56.2%

Source: MCA data available on MDE website or school self-report if cell size is too small and test data spreadsheets, **Data Sheet**

1.5 Are students performing at or above the national median, as measured using standardized assessments – PSAT 8/9, PSAT 10, and PSAT/NMSQT.

1.5a Evidence-Based Reading & Writing

1.5b Math

1 = Does Not Meet Standard	Assessments indicate that a minimal proportion of tested students met or exceeded the benchmarks (less than 40%)
2 = Approaching Standard	Assessments indicate that an inadequate proportion of tested students met or exceeded the benchmarks (40-49%)
3 = Meets Standard	Assessments indicate that an adequate proportion of tested students met or exceeded the benchmarks (50-65%)
4 = Exceeds Standard	Assessments indicate that a high proportion of tested students met or exceeded the benchmarks (more than 65%)

SY2021

1.5a Reading: 4

1.5b Math: 2.7

Enter the overall score produced by the average of these two scores: 3.35

Comments/Evidence: *Data provided in Annual Report (pp. 8-9)*

Reading

PSAT9 – 83% (4)

PSAT10 – 80% (4)

PSAT11 – 88% (4)

Math

PSAT9 – 52% (3)

PSAT10 – 54% (3)

PSAT11 – 46% (2)

It is important to note that the school also analyzes this data to examine whether or not students continue to meet or exceed benchmarks over time, whether students within one year's academic growth meet or exceed the

goal in the subsequent year, and whether students who fall more than one year's academic growth below the benchmark make enough progress to bring them within one year of hitting the benchmark. The school's performance on these goals was mixed, but some significant areas of strength were noted, including high levels of proficiency maintenance and growth for Evidence-based Reading and Writing (ERW). The school came close to target levels of proficiency maintenance in math and showed strong growth for the class of 2022. (Quarterly Report 2, pp. 8-10)

SY2020

1.5a Reading: 4

1.5b Math: 4

Enter the overall score produced by the average of these two scores: 4

Comments/Evidence: See data below, which was provided on 8-10 of the Annual Report:

Reading

9th Grade 82% (51/89)

10th Grade 95% (59/62)

11th Grade 99% (76/77)

=82% (186/228) total met reading benchmarks

Math

9th Grade 58% (52/89)

10th Grade 74% (31/42)

11th Grade 88% (42/48)

=70% (125/179) total met math benchmarks

SY2019

1.5a Reading: 4

1.5b Math: 2

Enter the overall score produced by the average of these two scores: 3

Comments/Evidence: See data below:

Reading

9th Grade 82% (n=94; 77 met)

10th Grade 82% (n=117; 96 met)

11th Grade 48% (n=125; 60 met)

=233/336 total met reading benchmarks; 69.3%

Math

9th Grade 55% (n=94; 52 met)

10th Grade 48% (n=117; 56 met)

11th Grade 42% (n=125; 53 met)

=161/336 total met math benchmarks; 47.9%

SY2018

1.5a Reading: 87% met or exceeded the benchmark: 4

1.5b Math: 54% met or exceeded the benchmark: 3

Enter the overall score produced by the average of these two scores: 3.5

Comments/Evidence: Please note that the information reported for SY2017 (used in the school's SY2018 review) was in a slightly different format as not all grades were assessed.

SY2017

1.5a Reading:

1.5b Math:

Enter the overall score produced by the average of these two scores:

Comments/Evidence: *No data was provided to score items 1.5 or 1.6 as the school was not under contract with St. Thomas and was not administering this assessment.*

Source: Annual Report (pp. 8-10), end of year report, test data spreadsheets

1.6 Are students making substantial and adequate gains over time, as measured using value-added analysis – students tested using the PSAT 8/9, PSAT 10, and PSAT/NMSQT met or exceeded benchmarks, school-wide).

1.6a Reading

1.6b Mathematics

1 = Does Not Meet Standard	Value-added analysis indicates that a minimal proportion of tested students met or exceeded benchmarks (less than 40%)
2 = Approaching Standard	Value-added analysis indicates that an inadequate proportion of tested students met or exceeded benchmarks (40%-49%)
3 = Meets Standard	Value-added analysis indicates that an adequate proportion of tested students met or exceeded benchmarks (50%-65%)
4 = Exceeds Standard	Value-added analysis indicates that an adequate proportion of tested students met or exceeded benchmarks (more than 65%)

SY2021

1.6a Reading (ERW): 4 = 87.65% average of class of 2021 and class of 2022

1.6b Math: 3 = 57.7%

Enter the overall score produced by the average of these two scores: 3.5

Comments/Evidence: SPCPA continues to look at growth in multiple ways – the percentage of students who continued to meet or exceed the benchmark, the percent of students within one year’s growth that meet or exceed benchmark and the percent of students that moved from below the benchmark by more than 1 year’s growth to within one year’s growth of benchmark.

Class of 2021

ERW: $(62+2+1)/(62+2+4) = 95.6\%$

Math: $(28+0+8)/(38+10+20) = 52.9\%$

Class of 2022

ERW: $(50+0+1)/(53+1+10) = 79.7\%$

Math: $(31+3+6)/(40+6+18) = 62.5\%$

SY2020

1.6a Reading: 4

1.6b Math: 3

Enter the overall score produced by the average of these two scores: 3.5

Comments/Evidence: SPCPA is looking at growth in multiple ways – the percentage of students who continued to meet or exceed the benchmark, the percent of students within one year’s growth that meet or exceed benchmark and the percent of students that moved from below the benchmark by more than 1 year’s growth to within one year’s growth of benchmark. The chart below summarizes the percentage of students across all three categories whose performance met or exceeded the benchmark.

Class of 2021

ERW $59+3/62+5+5=62/72=86\%$

Math $31+4/42+15+15=35/49\%$

Class of 2020

ERW $76+1/77+3+11=77/91=85\%$

Math $42+4/48+11+27=46/86=53\%$

SY2019

1.6a Reading:

1.6b Math:

Enter the overall score produced by the average of these two scores: Not yet available.

Comments/Evidence: SPCPA began implementing the Suite in SY18. This means data is not yet available to measure gains over time. SPCPA will be able to provide the needed information and analysis for inclusion in the SY20 evaluation.

SY2018

1.6a Reading:

1.6b Math:

Enter the overall score produced by the average of these two scores: NA

Comments/Evidence: SPCPA began administering the suite during SY2018.

Sy2017

1.6a Reading: N/A

1.6b Math: N/A

Enter the overall score produced by the average of these two scores:

Comments/Evidence: *No data was provided to score items 1.5 or 1.6 as the school was not under contract with St. Thomas and was not administering this assessment.*

Source: Annual Report (pp. 20), end of year report, test data spreadsheets

1.7 Are the students attaining English language proficiency at rates equal to or greater than students statewide as measured by the ACCESS test?

1 = Does Not Meet Standard	More than 5 percentage points below the statewide proficiency rate
2 = Approaching Standard	Between 0.01 and 5 percentage points below the statewide proficiency rate
3 = Meets Standard	Between 0 and 5 percentage points above the statewide proficiency rate
4 = Exceeds Standard	Exceeds the statewide proficiency rate by more than 5 percentage points

Rating: N/A

Comments/Evidence: SPCPA did not have any English Learners enrolled in SY18 or SY19 or SY20 or SY21.

1.8 Is SPCPA meeting its mission-specific academic goal? Each school has at least one measurable school-specific goal based on its mission statement. If the school has more than one goal, scores will be averaged.

1 = Does Not Meet Standard	Less than 80% of students that graduate annually attain acceptance into one or more colleges or conservatories
2 = Approaching Standard	80-84% of students that graduate annually attain acceptance into one or more colleges or conservatories
3 = Meets Standard	85-90% of students that graduate annually attain acceptance into one or more colleges or conservatories
4 = Exceeds Standard	More than 90% of students that graduate annually attain acceptance into one or more colleges or conservatories

**SY2021
Rating: 4**

Comments/Evidence: Per the Annual Report (pp. 9), 99% of graduating seniors were accepted to at least one post-secondary institution.

**SY2020
Rating: 4**

Comments/Evidence: Per the Annual Report (pp. 11), 91% of seniors graduated in SY19. Of these graduates 94% applied to one or more colleges and 100% of these students were accepted to college. Of those accepted, 85% of graduates proceeded directly to post-secondary institutions.

**SY2019
Rating: 4**

Comments/Evidence: Per the Annual Report (pp. 20), 96.1% of seniors graduated in SY18. Of these graduates 99% were accepted to college and 83% of graduates proceeded directly to post-secondary institutions.

**SY2018
Rating:**

Comments/Evidence: In SY2017, 95.5% of SPCPA students graduated. Of graduates, 87.1% applied to colleges or conservatories and 99% of applicants received at least one college acceptance. 83% of students planned to transition directly into their post-secondary education. The school celebrated and honored students' college-going success by featuring an impressive wall of senior pictures accompanied by logos for students' selected post-secondary institutions.

**SY2017
Rating:**

Comments/Evidence: In SY2016, 92% of SPCPA students graduate. Of the graduates, 100% received at least one college acceptance. 64% received three or more acceptances. 43% of the class of 2016 will be first generation college goers.

Source: Annual Report (p. 20), MDE MN Report Card Graduation Rate

1.9 Annual Measurable Achievement Objectives (AMAO) (if applicable): If the school receives Title III funding, are students meeting the state-established expectations for English Language Learner (ELL) academic progress?

1 = Does Not Meet Standard	The school has not met state-established AMAOs in several categories for the last recorded school year.
2 = Approaching Standard	The school has met state-established AMAOs in most categories for the last recorded school year.
3 = Meets Standard	The school has met state-established AMAOs in all categories for the last recorded school year.
4 = Exceeds Standard	The school has met state-established AMAOs in all categories for at least the last two recorded school years.

Rating: NA

Comments/Evidence: SPCPA is not a Title III school. In addition, under ESSA, MDE is no longer utilizing AMAOs.

Source: MDE website, Quarterly Report

1.10 Is the school fulfilling its legal obligations related to access and services to English Language Learners (ELLs)? (i.e. The school has an established bilingual or English program (ESL/ELL/EOL), provides testing accommodations, and meets NCLB Title III requirements. The school ensures that staff is appropriately trained and familiar with current legislation and research related to best practices for serving ELL students.)

1 = Does Not Meet Standard	The school is <u>not</u> fulfilling its legal obligations regarding ELLs and requires substantial improvement.
2 = Approaching Standard	The school is fulfilling all of its legal obligations regarding ELLs but requires some improvements.
3 = Meets Standard	The school is fulfilling its legal obligations regarding ELLs and requires no considerable improvements.
4 = Exceeds Standard	NOT APPLICABLE

SY2021

Rating: 3

Comments/Evidence: As noted above (and in previous years), SPCPA did not serve students any students identified as English Learners in SY18 or SY19 or SY20 and currently serves no students identified as English Learners in SY21.

The school has appropriate processes in place to identify students with EL needs, such as use of the Home Language Questionnaire included in the school's enrollment packet. The school also has an ELL Instructional Education Program Plan should any students with EL needs enroll or qualify for services.

SY2020

Rating: 3

Comments/Evidence: As noted above (and in previous years), SPCPA did not serve students any students identified as English Learners in SY18 or SY19 and currently serves no students identified as English Learners in SY20.

The school has appropriate processes in place to identify students with EL needs, such as use of the Home Language Questionnaire included in the school's enrollment packet. The school also has an ELL Instructional Education Program Plan should any students with EL needs emerge.

SY2019
Rating: 3

Comments/Evidence: As noted above (and in previous years), SPCPA did not serve students any students identified as English Learners in SY18 and currently serves no students identified as English Learners in SY19. The school has appropriate processes in place to identify students with EL needs, such as use of the Home Language Questionnaire included in the school's enrollment packet.

SY2018
Rating: 3

Comments/Evidence: As noted above, SPCPA currently serves no students identified as English Learners. When the school has served English Learners in the past they have done so by employing a personalized approach to student needs, utilizing WIDA results to target support. The school has appropriate processes in place to identify students with EL needs, such as use of the Home Language Questionnaire included in the school's enrollment packet. This questionnaire has documented that a small number of SPCPA students speak a language other than English at home, but all were found to be proficient on their ACCESS testing and are in monitoring. The school provides support for EL students in monitoring status through a guided study hall program.

SY2017
Rating: 3

Comments/Evidence: As noted above, SPCPA currently serves one student identified as an English Learner. Due to the small percentage of students identified as ELs, SPCPA employs a personalized approach to support, utilizing WIDA results to target support.

Students are identified through the Home Language Questionnaire in the school's enrollment packet.

Source: UST site visits, Reference ELL Packet, formalized complaints at MDE, critical elements review (SP-1), **Quarterly Report 2 (p. 1 and attachment)**

1.11 Is SPCPA fulfilling its legal obligations related to access and services to students with individual education plans (IEPs)? (i.e. The school has a TSES manual that is school-specific and board approved; has a Director of Special Education actively involved in working with Special Education staff and school leadership; effectively contracts with entities to provide services to students when necessary; completes annual IEP meetings on time; has been subject to no investigations related to special needs students; and has received a clean audit by MDE. SPCPA ensures that staff is appropriately training and is familiar with current legislation and research related to best practices for serving students with IEPs.)

1 = Does Not Meet Standard	The school is not fulfilling its legal obligations regarding students with special needs and requires substantial improvements.
2 = Approaching Standard	The school is fulfilling all of its legal obligations regarding students with special needs but requires some improvements.
3 = Meets Standard	The school is fulfilling its legal obligations regarding students with special needs and requires no considerable improvements.
4 = Exceeds Standard	NOT APPLICABLE

SY2021
Rating: 3

Comments/Evidence: Over the course of the contract, SPCPA has employed a full-time, in-house special education director who manages and oversees the special education programming. The team continues to include two special education teachers and one paraprofessional. The school contracts out for multiple services based on students' needs. SPCPA provides education in the least restrictive environment and students participate fully in academics and the arts. A full range of educational services appropriate to student needs including one-on-one services, small group, direct, indirect, co-teaching and related services.

In SY2020, all seniors receiving special education services met the graduation requirements and received their diplomas.

No past or pending complaints have been found through MDE nor have any been shared directly with the authorizer.

SY2020

Rating: 3

Comments/Evidence: In SY2020, 27 (6.1%) SPCPA students had IEPs. SPCPA continues to employ a full-time, in-house special education director who manages and oversees special education programming. The school also employs two licensed special education teachers and two paraprofessional who work together to meet the needs of students.

Students receive services and support based on their individual needs in the least restrictive environment, fully participating in academics and arts programming.

A review of MDE's special education complaint search engine did not reveal any past or pending complaints against the school.

SY2019

Rating: 3

Comments/Evidence: In SY2019, 33 (7%) SPCPA students had IEPs and an additional 67 students utilizing 504 plans. SPCPA employs a full-time, in-house special education director who manages and oversees special education programming. The school employs a Director of Special Education, two licensed special education teachers and one paraprofessional who work together to meet the needs of students.

Students receive services and support based on their individual needs. Services are typically delivered in the following ways: (1) One on one services; (2) Small group; (3) Direct instruction; (4) Indirect instruction; and/or (5) Co-teaching. As needed, SPCPA contracts for the following services: (1) Physical health disabilities service; (2) Autism services; (3) Occupational therapy, (4) Physical therapy, (5) Deaf / Hard of Hearing, (6) Vision & Mobility services, (7) Speech and language services and (8) School psychologist.

A review of MDE's special education complaint search engine did not reveal any past or pending complaints against the school.

SY2018

Rating: 3

Comments/Evidence: In SY2017, 7% of SPCPA students had IEPs, with this percentage dropping to 6% for SY2018. The school has an additional 7% of its student population utilizing 504 plans. SPCPA employs a full-time, in-house special education director who manages and oversees special education programming. The school additionally employs two licensed special education teachers and one paraprofessional who work together to meet the needs of students.

Meetings and interviews with the special education director, as in years past, indicated a strong, well-organized program which places students' needs at its center. During SY2018 the Minnesota Department of Education conducted a review of SPCPA's special education programs to determine whether they are being administered in compliance with state and federal laws and roles. A review of the full report indicated that there were no findings issued in any are. The letter provided as an introduction to the report thanked the school for its work

and stated that the, "Division of Compliance and Assistance appreciates the efforts that resulted in this exemplary outcome."

A review of MDE's special education complaint search engine did not reveal any past or pending complaints against the school.

SY2017

Rating: 3

Comments/Evidence: In SY2017, 7% of SPCPA students have IEPs, with this number dropping for SY2018. The school employs a full-time, in-house special education director who also manages 504 plans. Moving into next year, the staffing structure has been reconfigured to include two full-time teachers and one paraprofessional. While most students come to SPCPA with IEPs or 504 Plans already in place, SPCPA has a process for identifying students with special needs.

The special education director coordinates services for all students and communicates with teachers and staff regularly. In addition to providing copies of IEP snapshot and 504 Plans, the director provides professional development on student needs, accommodations and teacher expectations. Meetings with the special education director indicate a strong, well-organized program and places an emphasis on providing students with a high quality educational experience and the supports to be successful.

SPCPA provides a full range of educational services appropriate to student needs including one-on-one services, small group, direct, indirect, co-teaching and related services. The school contracts for services as the need arises including: school psychology, physical health disabilities services, autism services, occupational therapy, physical therapy, deaf and hard of hearing, vision and mobility, and speech and language.

Source: UST **site visits**, Reference: Special Education investigation search on MDE website and Special Education training materials; interview of Director of Special Education, **Quarterly Report 2**

1.12 Does the school's learning program exemplify the mission and vision of the school?

1 = Does Not Meet Standard	The learning program does not exemplify the mission and vision of the school in policy or practice, and school leadership and/or the Board do not recognize the need to synchronize the two.
2 = Approaching Standard	The learning program does not exemplify the mission and vision of the school. School leadership and the Board recognize the need to synchronize the two.
3 = Meets Standard	The learning program exemplifies the mission and vision of the school. Staff is able to articulate this through daily teaching.
4 = Exceeds Standard	The learning program exemplifies the mission and vision of the school. Staff is able to articulate this through daily teaching. Board, academic, and operational decisions are made with the school's mission in mind.

SY2021

Rating: 3.5

Comments/Evidence: SPCPA continues to demonstrate a strong commitment to the school's mission. This is apparent in conversations with students, families, teachers, staff, school leadership and the board as well as in the space, coursework and structure of the day, J-term, Juries and partnerships with the arts community. Other ways in which mission attainment is illustrated include:

- 75% of graduates report continuing their education the year following graduation, with the other 25% choosing to take a gap year;
- 99% of students who applied to college were accepted, with an average of 3.5 acceptances per applicant;

- 44% of graduates attending college focus on dance, music or theater (60% of these students were accepted into audition-based degrees);
- SPCPA continues to implement strategies to ensure students receive a rigorous academic experience such as implementing CPM curriculum and math support study hall; and
- SPCPA offers two levels of courses in most subjects – On-level and Advanced Placement.

Additionally, in 2020, SPCPA was recognized by US News and World Report as a “Best High School”.

SY2020

Rating: 3.5

Comments/Evidence: The SPCPA community demonstrates a commitment to the school’s vision and mission in multiple ways. Below are a few examples:

- SPCPA graduates are being accepted to and attending post-secondary institutions at high rates.
- SPCPA students score 2 points higher than the state average on the ACT.
- SPCPA received the Arts Schools Network (ASN) 2019 Arts Innovation Award.
- SPCPA offers J-Term performance opportunities annually.
- SPCPA’s instructional model continues to utilize professional artists as teachers.
- SPCPA has expanded its arts programming to offer additional opportunities aligned to students’ interests.
- Each spring students engage in Juries – an evaluation process where members of the arts community observe student performance work and provide feedback.

As the school continually works to balance academics and arts, a number of strategies have been implemented to this end:

- The school offers a guided study hall for students that is supervised by a licensed teacher. The study hall includes grade and missing work checks to support students in staying on top of their coursework.
- Math support study halls were recently added to the schedule.
- SPCPA added an additional math teacher to decrease the size of math classes to about 18 students.
- Academic performance improved markedly and students reported enjoying strong academic courses, including mathematics.

SY2019

Rating: 3

Comments/Evidence: The vision of SPCPA is to provide a premier arts and academic education for all high schools students. The school’s mission is, “to provide the highest caliber of academic and artistic education for aspiring pre-professional performing artists in the areas of instrumental and vocal music, theatre, and dances, and to fully prepare students for college and conservatory,” or as school staff often note more succinctly—to provide ‘Julliard for Everyone.’

Interviews with SPCPA teachers, staff, students, and families indicate that the school is living its mission and that the school’s passion for arts and academics is shared throughout its community. While SPCPA has works hard to balance its artistic and academic programs, student data highlights areas for improvement academically, particularly in math.

SY2018

Rating: 3.5

Comments/Evidence: The vision of SPCPA is to provide a premier arts and academic education for all high schools students. The school’s mission is, “to provide the highest caliber of academic and artistic education for aspiring pre-professional performing artists in the areas of instrumental and vocal music, theatre, and dances, and to fully prepare students for college and conservatory,” or as school staff often note more succinctly—to provide ‘Julliard for Everyone.’

Interviews with SPCPA teachers, staff, students, and families indicate that the school is living its mission and that the school's passion for arts and academics is shared throughout its community. SPCPA has worked hard to balance its artistic and academic programs and it appears that these efforts are beginning to pay dividends in terms of positive recognition and mutual respect amongst all elements of the program. The school continues to prioritize efforts to improve student results in the area of mathematics.

SY2017

Rating: 3.5

Comments/Evidence: The vision of SPCPA is to provide a premier arts and academic education for all high schools students. The school's mission is to provide the highest caliber of academic and artistic education for aspiring pre-professional performing artists in the areas of instrumental and vocal music, theatre, and dances, and to fully prepare students for college and conservatory.

Examples of how SPCPA's learning program fulfills the above vision and mission include:

- Providing opportunities for students to earn college credit while in high school. College in the Schools and PSEO have been options in the past, however, SPCPA has made the strategic decision to emphasize Advanced Placement coursework moving forward;
- 100% of graduating seniors were accepted to at least one college or university and have the support of the counselor for "all things college";
- All students participate in J-Term performance annually in arts venues across the Twin Cities;
- Seniors have the opportunity to create and/or participate in senior lead projects in their performance area and all complete a senior practicum;
- The school day is structured to focus academics in one half and arts in the other half;
- Arts instructors are working professional artists;
- Each arts department has formulated student objectives aimed at technical proficiency in performance, which is tracked and reported;
- Students report school culture focused on preparedness and professionalism – referring to students as artists and actors.

The school has prioritized improving student learning in math as well as reading.

Source: Site visits, Annual Report (pp. 4), ongoing correspondence, strategic plan, and other documentation

1.13 Is the school meeting state-established targets for graduation rate?

1 = Does Not Meet Standard	The school was ranked below the 60 th percentile for graduation and did not meet its AYP target for graduation.
2 = Approaching Standard	The school was in the 60-89 th percentile for graduation and did not meet its AYP target for graduation.
3 = Meets Standard	The school was in the 90-94 th percentile for graduation and/or the school met its AYP target for graduation.
4 = Exceeds Standard	The school was in the 95 th percentile or above and met its AYP target for graduation.

SY2021

Rating: 4

Comments/Evidence: In SY2020, 99% of seniors graduated. At the time the evaluation was finalized MDE had not provided the four-year graduation rate for the state.

SY2020

Rating: 4

<p>Comments/Evidence: In SY2019, 91% of seniors graduated. The MDE four-year graduate rate was 89.6%.</p>
<p>SY2019 Rating: 4</p> <p>Comments/Evidence: SPCPA continues to meet its graduation target and is on a very positive trajectory with a 96.1% graduation rate for SY2018. The four-year graduation rates as documented by MDE was 89.9%.</p>
<p>SY2018 Rating: 4</p> <p>Comments/Evidence: SPCPA continues to meet its graduation target and is on a very positive trajectory with a 95.5% graduation rate for SY2017, up from 91.9% in SY2016 and 85.3% in SY2015.</p>
<p>SY2017 Rating: 4</p> <p>Comments/Evidence: SPCPA continues to meet its AYP graduation target – with 91.9% graduation rate up from 85.3% in SY2015.</p>
<p>Source: MDE Report Card, Annual Report (pp. 11)</p>

<p>1.14 Does the school meet or exceed the attendance rate goal for Adequate Yearly Progress?</p>	
1 = Does Not Meet Standard	The attendance rate is less than 85%
2 = Approaching Standard	The attendance rate is 85-89%
3 = Meets Standard	The attendance rate is 90-94% OR improves by at least 0.1% over the previous year
4 = Exceeds Standard	The attendance rate is more than 95%
<p>SY2021 Rating: 3</p> <p>Comments/Evidence: In SY2020, SPCPA reported a 93.59% attendance rate, up slightly from recent years..</p>	
<p>SY2020 Rating: 3</p> <p>Comments/Evidence: In SY2019, SPCPA reported a 92.21% attendance rate, which was down slightly from SY2018 93.02%.</p>	
<p>SY2019 Rating: 3</p> <p>Comments/Evidence: In SY2018, SPCPA reported a 93.02% attendance rate.</p>	
<p>SY2018 Rating: NA</p> <p>Comments/Evidence: Attendance data was not available on MDE Report Card or Data Reports and Analytics Page. Please provide attendance rate data for SY2017 in order to allow this goal to be scored.</p>	

SY2017

Rating: 3

Comments/Evidence: Attendance data was not available on MDE Report Card. However, the SY2016 Annual Report documents an overall ADA of 92.3%.

Source: Annual Report (pp. 11) , MDE Report Card

SECTION 2: Financial Viability – Does the school exhibit strong fiscal health?

2.1 Does the school provide financial materials to UST and its board at least three days prior to charter school board meetings? (Note: financial materials must include the check register, cash flow sheet, enrollment report, and income and expense report, at a minimum).

1 = Does Not Meet Standard	Financial materials are not submitted on time and are incomplete.
2 = Approaching standard	Financial materials are frequently submitted on time (more than 75% of the time) but often incomplete. Or the reports are usually complete but are not submitted on time (less than 75% of the time).
3 = Meets Standard	Financial materials are submitted on time (more than 75% of the time) and complete.
4 = Exceeds Standard	NOT APPLICABLE

SY2021

Rating: 3

Comments/Evidence: Over the last 5 years, SPCPA has consistently provided UST with financial materials in a timely manner.

SY2020

Rating: 3

Comments/Evidence: SPCPA consistently provided UST with financial materials in a timely manner.

SY2019

Rating: 3

Comments/Evidence: SPCPA consistently provided UST with financial materials in a timely manner.

SY2018

Rating: 3

Comments/Evidence: SPCPA consistently provided UST with financial materials in a timely manner.

SY2017

Rating: 3

Comments/Evidence: SPCPA consistently provided UST with financial materials in a timely manner.

Source: Monthly Board packets

2.2 Does the school have an active finance committee or committee of the whole that ensures the full board is knowledgeable regarding the school's financial state?

1 = Does Not Meet Standard	The school has no active finance committee.
2 = Approaching Standard	The school's finance committee meets only as needed and only to review financials and/or the finance committee does not report its findings to the full board.

3 = Meets Standard	The finance committee meets monthly, examines financial statements, and provides a thorough report of its findings to the full Board.
4 = Exceeds Standard	The finance committee meets at least monthly and examines financial statements, as well as short and long-range financial issues. Thorough reports of findings are provided to the Board.
SY2021 Rating: 4 Comments/Evidence: SPCPA has utilized and Executive/Finance Committee over the course of the contract. The committee meets regularly, posts minutes and provides financial information at board meetings. In SY20, the committee and board closely monitored the budget based on enrollment – adjusting the budget from 450 to 420 over the course of the school year. The board closely tracks enrollment numbers and works with the school’s superintendent to ensure the budget is conservative and realistic.	
SY2020 Rating: 3.5 Comments/Evidence: As summarized in SY2019, SPCPA continues to utilize a combined Executive/Finance Committee that meets monthly. The committee posts minutes for meetings and presents financial information at meetings of the full board of directors. In collaboration with the financial services provider, the Executive/Finance Committee is closely monitoring enrollment and ADM, adjusting the budget as needed. Due to the lower than anticipated enrollment over the last two years, the committees and Board have had an even more intense focus on budget monitoring and adjustment.	
SY2019 Rating: 3.5 Comments/Evidence: SPCPA continues to utilize a combined Executive/Finance Committee that meets monthly. The committee posts minutes for meetings and presents financial information at meetings of the full board of directors. In collaboration with the financial services provider, the Executive/Finance Committee is closely monitoring enrollment and ADM, adjusting the budget as needed.	
SY2018 Rating: 3.5 Comments/Evidence: SPCPA continues to utilize a combined Executive/Finance Committee that meets monthly. The committee posts minutes for meetings and presents financial information at meetings of the full board of directors.	
SY2017 Rating: 3.5 Comments/Evidence: SPCPA has a combined Executive/Finance Committee that meetings monthly. The committee posts minutes for meetings and presents financial information at meetings of the full board of directors.	
Source: Monthly Board packets and site visits, Annual Report	

2.3 Do all SPCPA Board members meet the statutory requirements for ongoing Board financial management training (Minnesota Statutes 124E.07, subd. 4)?	
1 = Does Not Meet Standard	Three or more board members are out of compliance.
2 = Approaching Standard	Two or fewer board members are out of compliance.

3 = Meets Standard	All board members meet financial management training requirements.
4 = Exceeds Standard	All board members meet financial management training requirements and exhibit working knowledge of the school's financials.
SY2021 Rating: 4	
Comments/Evidence: At the time of this review, all board members were compliant with finance training requirements. The board brings financial expertise from their career experiences and/or other board experience. In SY2020, board members participated in additional financial training as part of their ongoing training. Observations indicate board members are engaged and knowledgeable about SPCPA finances and have robust conversations about the budget.	
SY2020 Rating: 3	
Comments/Evidence: At the time of this review (March 2020), all members were in compliance with one new board member needing to complete the finance training by August 2020.	
SY2019 Rating: 3	
Comments/Evidence: As provided in the most recent Quarterly Report (Attachment I) all board members have completed the required initial financial training and ongoing training.	
SY2018 Rating: 3	
Comments/Evidence: As provided via quarterly report throughout the year, most recently in July of 2018 (looking back at the last quarter of SY2018), all board members have completed the required initial financial training and ongoing training.	
SY2017 Rating: 3	
Comments/Evidence: All board members have completed the required initial financial training. The board also completed an annual training related to finance in May 2017 and plans to hold a more in-depth session in the fall.	
Source: Monthly Board packets, UST site visits, MN Stat. 124E.07, subd. 4, statement of compliance sheet, Quarterly Report 2 (Attachment N)	

2.4 Does the board have a fund balance policy that includes fund balance goals over time?	
1 = Does Not Meet Standard	The Board does not have a fund balance policy.
2 = Approaching Standard	The Board has a fund balance policy but it does not include established goals over time.
3 = Meets Standard	The Board has a fund balance policy including goals over time.
4 = Exceeds Standard	The Board's fund balance policy includes goals over time and considers potential cash flow concerns with variability of revenue streams.
SY2021 Rating: 3	
Comments/Evidence: SPCPA continues to operate under the fund balance policy (706) that was adopted 1/19/2011.	

<p>SY2020 Rating: 3</p> <p>Comments/Evidence: SPCPA continues to operate under the fund balance policy (706) that was adopted 1/19/2011.</p>
<p>SY2019 Rating: 3</p> <p>Comments/Evidence: SPCPA has a fund balance policy that sets a target of 35% for unreserved fund balance as well as dedicated fund balance. The policy was adopted 1/19/2011.</p>
<p>SY2018 Rating: 3</p> <p>Comments/Evidence: SPCPA has a fund balance policy that sets a target of 35% for unreserved fund balance as well as dedicated fund balance.</p>
<p>SY2017 Rating: 3</p> <p>Comments/Evidence: SPCPA has a fund balance policy that sets a target of 35% for unreserved fund balance as well as dedicated fund balance.</p>
<p>Source: Quarterly Report 2 (Attachment D), Monthly Board packets; Board policy manual</p>

2.5 Has the school successfully completed an annual audit?	
1 = Does Not Meet Standard	Audit is not completed or submitted on time to UST and the state
2 = Approaching Standard	NOT APPLICABLE
3 = Meets Standard	Audit is completed on time and submitted to UST and the state
4 = Exceeds Standard	NOT APPLICABLE
<p>SY2021 Rating: 3</p> <p>Comments/Evidence: SPCPA completed and submitted an annual audit on-time annual over the course of the contract period.</p>	
<p>SY2020 Rating: 3</p> <p>Comments/Evidence: SPCPA submitted a complete financial audit on-time to the state and MDE.</p>	
<p>SY2019 Rating: 3</p> <p>Comments/Evidence: SPCPA submitted a complete financial audit on-time to the state and MDE.</p>	

SY2018

Rating: 3

Comments/Evidence: SPCPA completes and submits the annual audit on-time to the state and MDE. SPCPA was awarded MDE's 2018 School Finance Award for excellence in SY2017 financial reporting.

SY2017

Rating: 3

Comments/Evidence: SPCPA completes and submits the annual audit on-time to the state and MDE. SPCPA was awarded MDE's 2016 School Finance Award in recognition of meeting statutory deadlines for submission of audited fiscal data and reporting criteria.

Source: Annual financial audit and MDE report (Program Finance)

2.6 Does the school have a clean audit with no major findings?

1 = Does Not Meet Standard	The audit is not "clean" OR has at least one of the following: (1) a material weakness on internal controls, (2) a finding on compliance with state law, or (3) three or more other findings.
2 = Approaching Standard	The audit has two findings, other than internal controls or compliance, but is considered "clean".
3 = Meets Standard	The audit is "clean" and has one finding, other than internal controls or compliance.
4 = Exceeds Standard	The audit has no findings and is "clean".

SY2021

Rating: 4

Comments/Evidence: Clifton Larson Allen completed the SY2020 Audit. Per the report (pp. 4), the audit was clean with no findings.

SY2020

Rating: 4

Comments/Evidence: Clifton Larson Allen completed the SY2019 Audit. Per the report (pp. 56-58), the audit was clean with no findings.

SY2019

Rating: 4

Comments/Evidence: The financial audit for FY2018 was conducted by Clifton Larson Allen. As in recent years, the audit was clean with no findings.

SY2018

Rating: 4

Comments/Evidence: The financial audit for FY2017 was conducted by Clifton Larson Allen. The audit was clean with no findings. The school is applauded for its exceptional results in this area, particularly given that the school has had similarly strong results in several recent years.

SY2017**Rating: 4****Comments/Evidence:** The financial audit for SY2016 was conducted by Clifton Larson Allen. The audit was clean with no findings.**Source: Annual financial audit****2.7 Does the school establish and maintain a balanced budget (i.e. the budget is approved before June 30; includes a cash flow projection for the year; is based on realistic enrollment figures; and meets established fund balance policy goals)?**

1 = Does Not Meet Standard	A budget is not approved by June 30; the budget is not adequately detailed; no cash flow projection is established; lower than expected enrollment requires significant budget adjustments; or the budget does not meet the fund balance policy goals set forth by the board.
2 = Approaching Standard	A detailed budget is approved before June 30 but may not include a cash flow projection for the year; established budget may require adjustment due to lower than expected enrollment; budget meets the fund balance policy goals set forth by the board.
3 = Meets Standard	The detailed budget is approved before June 30 and includes a cash flow projection for the year; established budget is based on realistic enrollment; and meets the fund balance policy goals set forth by the board.
4 = Exceeds Standard	A detailed budget is approved by June 30, includes a cash flow projection, budget is based on conservative enrollment figures, and the budget meets the fund balance policy goals set forth by the board.

SY2021**Rating: 3****Comments/Evidence:** The school's ADM for SY2019 was budgeted at 450 in June of 2019 and revised to 420. According to the audit, ADM was 419.05. As noted previous evaluations, SPCPA implements a conservative budgeting process and approves a detailed budget prior to June 30.**SY2020****Rating: 3****Comments/Evidence:** The school's ADM for SY2019 was budgeted at 450 in June of 2019 with an actual ADM of 442.49 (Audit pp. 18) at the close of the fiscal year. The school approves its detailed budget well in advance of the June 30th deadline each year. The SY2018 audit indicated variances of .2% in revenue projections and a 2% variance in expenditures.**SY2019****Rating: 3****Comments/Evidence:** The school's ADM for SY2018 was budgeted at 475 in June of 2018 with an actual ADM of 476.2 at the close of the fiscal year. The school approves its detailed budget well in advance of the June 30th deadline each year. The SY2018 audit indicated variances of less than 1% on either side of revenues and expenditures.**SY2018****Rating: 3****Comments/Evidence:** The school's ADM for SY2017 was budgeted at 550 in June of 2017 with an actual ADM of 533.14 at the close of the fiscal year, a variance of roughly 3%. The school approves its detailed budget well

in advance of the June 30th deadline each year. The SY2017 audit indicated variances of less than 2% on either side of revenues and expenditures.

SY2017
Rating: 3

Comments/Evidence: The board approved a budget based on 575 ADM prior to June 30, 2016. The budget was revised to reflect at ADM of 550 in January 2017.

Source: Monthly Board packets, UST site visits, UST meetings with business manager(s), **Auditors Report (pp. 18)**

2.8 For established schools (in operation for at least 4 years) does the school have a sufficient fund balance?

- | | |
|----------------------------|---|
| 1 = Does Not Meet Standard | The school's fund balance is less than 10% of annual expenditures. |
| 2 = Approaching Standard | The school's fund balance is between 10-15% of annual expenditures. |
| 3 = Meets Standard | The school's fund balance is between 16-20% of annual expenditures. |
| 4 = Exceeds Standard | The school's fund balance is more than 20% of annual expenditures. |

SY2021
Rating: 4

Comments/Evidence: FY2020 Audited Financials (pp.4) documented a fund balance of 52.31% (\$2,658,254). It is worth noting that this jump is due to the school's receipt of a PPP loan during the Covid-19 pandemic stimulus. The school is applying for loan forgiveness and will pay the loan back in full if the application for forgiveness is not approved.

SY2020
Rating: 4

Comments/Evidence: FY2019 Audited Financials (pp. 11) documented a fund balance of 40.64%.

SY2019
Rating: 4

Comments/Evidence: FY2018 Audited Financials documented a fund balance of 41.4%, about a 5 percentage point increase over FY2017.

SY2018
Rating: 4

Comments/Evidence: SY2017 Audited Financials documented a fund balance of 36.94%, roughly equal to that of the prior year.

SY2017
Rating: 4

Comments/Evidence: SY2016 Audited Financials documented a fund balance of 37%, which is up from 32% the previous year.

Source: Annual Report, **Auditor Report (pp. 4)**, Financial Statements, Board policies

SECTION 3: Is the organization effective and well run?

<p>3.1 Do all Board members meet the statutory requirements for ongoing training on Board roles and responsibilities, governance, and employment practices (Minnesota Statutes 124E.07, subd. 4)?</p>	
1 = Does Not Meet Standard	Three or more Board members are out of compliance.
2 = Approaching Standard	Two or fewer Board members are out of compliance.
3 = Meets Standard	All Board members meet training requirements
4 = Exceeds Standard	All Board members meet training requirements and exhibit working knowledge of Board roles and responsibilities, governance, and employment practices.
<p>SY2021 Rating: 3</p> <p>Comments/Evidence: SPCPA’s board has demonstrated a commitment to training over the last five years. There have been no issues of members not completing trainings and annual training is completed at least once per school year based on identified areas for growth and/or review.</p>	
<p>SY2020 Rating: 3</p> <p>Comments/Evidence: All seated board members have completed the required initial trainings (training is in progress for the one new board member and on track to be completed no later than August 2020) and all but one member have completed an annual training (which can be completed by June 30, 2020). As highlighted in the Annual Report (pp. 27-28), the annual board self-evaluation is used to identify learning opportunities. Similar to SY2019, three areas were identified for annual training – communication with key community leaders, educational advocacy and increasing board member visibility.</p>	
<p>SY2019 Rating: 3</p> <p>Comments/Evidence: All seated board members have completed the required initial trainings. The board determines its ongoing training for the year as an outcome of its self-evaluation process. The school’s most recent annual report noted trainings being completed in a number of areas including implementation of its strategic plan. <i>To ensure St. Thomas has the most up-to-date information, please include ongoing training in the Board Information Template submitted to UST a part of each Quarterly Report.</i></p>	
<p>SY2018 Rating: 3</p> <p>Comments/Evidence: All seated board members have completed the required initial trainings. Annual training was provided to the full board during the September 2017 meeting and focused on strategic planning. The training was provided by consultant Dennis Lonergan.</p>	
<p>SY2017 Rating: 4</p> <p>Comments/Evidence: All seated board members have completed the three required initial trainings. Annual training was provided during the May 2017 meeting and focused on effectively reading financial statements. The training was provided by BKDA.</p>	

Source: Monthly Board packets, UST site visits, MN Stat. 124E.07, subd. 4, statement of compliance sheet, **Quarterly Report 2 (Board Information Template)**

3.2 Do all Board members exhibit understanding of the role of the Board and utilize nonprofit governance best practices?

1 = Does Not Meet Standard	At least some Board members do not understand the role of the Board. Board policies and practices are not transparent or not present. Board meetings often address issues not central to the role of the Board. The Board does not utilize nonprofit governance best practices and does not understand its role or that of the school leader.
2 = Approaching Standard	Some Board members, but not all, exhibit understanding of their roles as Board members. Board policies and practices are not always transparent and/or are not fully developed. The Board inconsistently utilizes nonprofit governance best practices and the board as a whole struggles to understand its role compared with that of the school leader.
3 = Meets Standard	Most Board members exhibit understanding of their roles as members. The Board policies and practices are transparent and utilize nonprofit governance best practices. The Board has some systems in place to address challenges and maximize effectiveness of the Board, including a recruitment process and orientation plan for new members. The Board occasionally reviews its role during board meetings to ensure the board and school leader understand their responsibilities.
4 = Exceeds Standard	Board policies and practices are transparent, utilize nonprofit governance best practices, and have systems in place to address challenges and maximize the effectiveness of the Board on a variety of levels. Comprehensive recruitment and orientation plans exist and are consistently implemented. The Board continuously reviews its role during Board meetings to ensure the Board, the school leader, and the staff understand their responsibilities.

SY2021
Rating: 3

Comments/Evidence: SPCPA's board is well functioning and has demonstrated a clear understanding of their role over the course of the contract. Board members were well-informed, prepared and actively engage in discussions central to the schools academic, financial and operational success.

SY2020
Rating: 3

Comments/Evidence: Based on observation of board meetings and discussions with the board chair and school leaders, SPCPA continues to have a clear understanding of its role. The board has had discussions around numerous issues critical to the school, including enrollment management, strategic program adjustments, and more.

SY2019
Rating: 3

Comments/Evidence: Based on observation and review of board minutes, the SPCPA board has a clear understanding of its role. During board observations members were engaged and asked questions. Given the school's decline in enrollment, the board and leadership have worked well together to request and provide the information necessary for the board to understand and respond to current enrollment levels.

SY2018

Rating: 3

Comments/Evidence: Based on observation and review of board minutes, the has a clear understanding of its role. During board observations members were engaged and asked questions. A review of the school's past year of minutes indicates that topics such as enrollment, academic progress, financial and program health, and planning for the future frequently appear on agendas.

SY2017

Rating: 3

Comments/Evidence: Based on observation and review of board minutes, the board appears to understand their role. Board members were engaged and asked questions. The board discussed governance and oversight topics including policies and facilities. The board also received thorough reports on academic progress and plans as well as artistic progress and plans.

Source: Site visits, ongoing correspondence, Board minutes, interview with Board Chair

3.3 Does the Board complete a board self-evaluation each school year?

1 = Does Not Meet Standard	The Board does not complete a board self-evaluation annually.
2 = Approaching Standard	The Board has a self-evaluation policy, but does not complete the review in a timely manner.
3 = Meets Standard	The Board completes a thorough self-evaluation by March of each year.
4 = Exceeds Standard	The Board completes a self-evaluation by March of each year and utilizes the results to review and improve the effectiveness of Board practices, policies, and bylaws.

SY2020

Rating: 3

Comments/Evidence: The SPCPA board completed a self-evaluation survey in March of 2020 (Quarterly Report 3 SY20, pp. 4) and board goals for the upcoming year were drafted at the March board meeting.

SY2020

Rating: 3

Comments/Evidence: The SPCPA board completed a self-evaluation survey in the spring of 2019 (Annual Report pp. 27-28). The self-evaluation is both an evaluation, reflection and communication tool. The data gathered is used for continuous improvement and the identification of annual goals.

SY2019

Rating: 3

Comments/Evidence: The SPCPA board complete a self-evaluation survey in the spring of 2018. The survey consisted of 40 questions across 6 dimensions. After compiling the results, the Board identified 3 goals.

In the spring of 2019, the Board completed its annual self-evaluation, which focused on progress towards the 3 goals. The group determined that adequate progress was not made in the three areas. As such, the goals will remain the same for SY20 with the board exploring training opportunities to help forward these priorities.

SY2018

Rating: 2

Comments/Evidence: SPCPA took care to develop a thoughtful board self-evaluation tool which was included in the school's April 1, 2018 Quarterly report. As provided by the report, "the Board self-review is comprised of

questions applicable to and vetted by boards of colleges, schools, and non-profit organizations. A mix of questions were chosen from the vetted surveys and modified to achieve a total of 40 relevant questions over 6 key dimensions.”

The school’s March board meeting minutes indicated that the self-review questions were being sent out to members electronically and were intended to be discussed at the April board meeting. Unfortunately, the April board meeting was cancelled due to extremely poor weather conditions. No mention of the self-evaluation was made in May minutes.

SY2017
Rating: NA

Comments/Evidence: The board is in the process of developing a self-review, which will be in place for SY2018.

Source: Quarterly Report 3, Board minutes and interview with Board Chair

3.4 Does the Board meet its governance model requirements laid out in its bylaws as required by Minnesota Statute and does the Board membership include a balance of skills and expertise?

1 = Does Not Meet Standard	The governance model is not clear in the bylaws, the governance model does not meet the requirements laid out in MN Stat. 124E.07, or the Board does not meet its governance model as laid out in the bylaws. The Board membership does not include individuals with expertise in school finance and nonprofit governance
2 = Approaching Standard	The governance model is clearly outlined in the school’s bylaws and meets the requirements of MN Stat. 124E.07 but Board membership does not include individuals with expertise in school finance and nonprofit governance
3 = Meets Standard	The governance model is clearly outlined in the school’s bylaws and meets the requirements of MN Stat. 124E.07 and Board membership includes individuals with expertise in school finance and nonprofit governance
4 = Exceeds Standard	The governance model is clearly outlined in the school’s bylaws and meets the requirements of MN Stat. 124E.07 and Board membership includes individuals with expertise in school finance and nonprofit governance. The governance model and membership clearly reflect the needs of the charter school community.

SY2021
Rating: 3

Comments/Evidence: According to Quarterly Report 2, SPCPA began a review of the bylaws in 2019 as part of board training. Revised bylaws were adopted in March 2020. Over the last 5 years, the governance model has met statutory requirements. At present, the board includes four community members, one parent and one teacher

SY2020
Rating: 3

Comments/Evidence: According to Quarterly Report 2 (pp. 10), SPCPA began a review of the bylaws in October and a first reading of the suggested changes occurred on February. At the time of scoring, the board remained in compliance with its previous structure and was continuing to entertain changes to the bylaws. The current board includes five community members, one teacher, and one parent. Members continue to represent a diverse range of expertise in the arts, business, and more.

SY2019

Rating: 3

Comments/Evidence: SPCPA's bylaws were last updated in SY15. The school's bylaws state the board will consist of a minimum of 5 members and comply with state statute. *As highlighted in the SY18 Evaluation, the bylaws should be updated to reflect 2016 revisions and the change in statute to 124E.07 (current bylaws reference 124D.10).* The current board composition includes four community members, one teacher and one parent. Board members have a range of expertise including artistic, teaching, business, legal, and more.

SY2018

Rating: 3

Comments/Evidence: The school's bylaws state the board will consist of a minimum of 5 members and comply with state statute. The bylaws should be updated to reflect 2016 revisions and the change in statute to 124E.07 (current bylaws reference 124D.10). The current board composition includes five community members, two teachers and two parents. Board members have a range of expertise including artistic, teaching, business, legal, and more.

SY2017

Rating: 3

Comments/Evidence: The school's bylaws state the board will consist of a minimum of 5 members and comply with state statute. The bylaws should be updated to reflect 2016 revisions and the change in statute to 124E.07 (current bylaws reference 124D.10). The current board composition includes four community members, two teachers and two parents. Board members have a range of expertise from artistic to business to legal to education.

Source: Quarterly Report 2, Board bylaws, Quarterly Report 2 (Board Information Template), MN Stat. 124E.07, Board minutes or interviews with Board members

3.5 Does the Board periodically engage in strategic planning, and does the school exemplify the strategic direction set by the Board?

1 = Does Not Meet Standard	The Board has shown no evidence of engaging in strategic planning during the recent contract period or within the last five years
2 = Approaching Standard	The Board has engaged in strategic planning; however, the plan has not been utilized by the Board or school leadership
3 = Meets Standard	The Board has engaged in strategic planning and the school actively utilizes the strategic direction set by the Board
4 = Exceeds Standard	The Board has engaged in strategic planning and the school actively utilizes the strategic direction set by the Board. The Board uses the strategic plan to evaluate itself, the school program, and school leadership.

SY2021

Rating: 3

Comments/Evidence: The board is currently engaged in a strategic planning process that will help the school examine its direction and ensure any necessary adjustments are made to the school's mission, vision, and values. The chance to fully examine direction comes at a good time as the school/board have taken steps to add several new tracks including visual arts and creative writing.

SY2020**Rating: 2.5**

Comments/Evidence: As noted in past years, the school has not recently engaged in overall strategic planning. However, shorter-term goals are set in a number of areas. During SY2020, the school's overall enrollment continued to fall short of expectations, and the school's board and leadership team did take a number of steps to address this issue. These steps included collection of data on recruitment efforts and trends in other arts programs at the high school level and beyond. This information led to a strategic recommendation to the board to include a new visual arts track for students beginning in SY2021. In summary, while the board has not engaged in overall strategic planning, critical strategic decisions continue to be discussed and moved forward.

SY2019**Rating: 2**

Comments/Evidence: SPCPA sets strategic goals on an annual basis that cover a number of domains including enrollment, attendance, achievement, college and conservatory readiness, equity, personnel, and communication.

As noted in the SY2017 and SY2018 authorizer evaluations, the school has not recently engaged in overall strategic planning. The school noted its commitment to creating one-year and three-year strategic plans in its most recent annual report. UST encourages the school to consider engaging in a broader strategic planning process that will provide an opportunity to celebrate what the school has already accomplished, envision where it might go in the future, and better position itself to either grow its enrollment or stabilize enrollment at a number that makes sense for the mission and vision of the school.

SY2018**Rating: 2**

Comments/Evidence: As noted in the SY2017 authorizer evaluation, the school has not recently engaged in overall strategic planning but intended to begin the process in June of 2017. The SPCPA board and leadership did kick off a planning process during June of SY2017, intending to "approve a rigorous and strategic three-year development plan" by the close of SY2018 (June 2017 board meeting minutes). The school utilized committees focusing on short and long term elements of development, primarily development of enrollment prospects. While development and marketing are critical areas and the school's time in this area is well-spent, UST encourages the school to consider engaging in a broader strategic planning process that will provide an opportunity to celebrate what the school has already accomplished and envision where it might go in the future. While a full process has not taken place recently, the school does maintain strategic goals for the present year which were included in the April Quarterly Report (p.29-30) and covered a broader range of domains.

SY2017**Rating: NA**

Comments/Evidence: The board has not recently engaged in strategic planning, but intends to begin the process in June 2017 with the goal of having a final draft in SY2018. As discussed at the May board meeting, the board has charged the staff with putting together a framework for the strategic plan. The executive committee will be interviewing potential facilitators to lead the process. The group also intends to solicit stakeholder input and meet approximately three times for half-day sessions.

Source: Quarterly Report 3, Board Meeting Observation, Board minutes, Annual Report, strategic plan

3.6 Does the Board comprehensively evaluate (including all aspects of the position description/contract) the performance of the school leader and CMO/EMO partners (if applicable) through an annual evaluation process?

1 = Does Not Meet Standard	The Board does not annually evaluate its school leader and CMO/EMO partners (if applicable).
2 = Approaching Standard	The Board annually evaluates the school leader and CMO/EMO partners (if applicable); however, the evaluation is not comprehensive.
3 = Meets Standard	The Board annually evaluates the school leader and CMO/EMO partners (if applicable) using a comprehensive evaluation document and procedures. The Board uses this evaluation to determine employment and salary for the director and the status of its relationship with CMO/EMO partners.
4 = Exceeds Standard	The Board annually evaluates the school leader and CMO/EMO partners (if applicable) using a comprehensive evaluation document and procedures. The Board uses this evaluation to determine employment and salary for the school leader and the status of its relationship with CMO/EMO partners. The Board sets goals for the school leader/CMO/EMO based on the results of the evaluation.

SY2021
Rating: 3.5

Comments/Evidence: As highlighted in past evaluations, the board has an established policy (304) that articulates the evaluation and contracting process for the superintendent. The board follows this process annually.

SY2020
Rating: 3.5

Comments/Evidence: Policy 304 describes the contract and annual evaluation of the Superintendent. Policy 302 describe the role of the Superintendent.

SY2019
Rating: 3.5

Comments/Evidence:

The Performance Evaluation of the Superintendent in SY2019, as noted in the April 2019 quarterly report (pp. 12) includes a self-evaluation and is conducted by the Board President and Executive Committee. The evaluation addressed the Superintendent’s performance in six areas as well as a personal goal. Policy 304 describes the contract, duties and evaluation of the Superintendent.

Congratulations to Callie for earning her doctorate this fall!

SY2018
Rating: 3.5

Comments/Evidence:

The Performance Evaluation of the Director in SY2018, as noted in the April 2018 quarterly report, consisted of “a self-evaluation, board survey, open ended feedback , and multiple conversations between the Executive Committee, Board President, and Director that addressed the Director’s performance in the areas of (1) Educational Programming & Planning (Student Achievement) (2) Board Work & Relationships (3) Personnel (4) Business & Financial Management (5) District & Community Relationships (6) Personal Characteristics and (7) Job Related Characteristics.”

<p>SPCPA has a board policy (# 304), which establishes that a performance of the superintendent shall be measured by a performance instrument approved by the board. The school has a written procedure and timelines for the superintendent's evaluation that outlines the purpose and key components. The evaluation is tied to duties articulated in the superintendent's job description, board goals and objectives and development goals.</p>
<p>SY2017 Rating: 3.5</p> <p>Comments/Evidence: SPCPA has a board policy (# 304), which establishes that a performance of the superintendent shall be measured by a performance instrument approved by the board. The school has a written procedure and timelines for the superintendent's evaluation that outlines the purpose and key components. The evaluation is tied to duties articulated in the superintendent's job description, board goals and objectives and development goals.</p>
<p>Source: SPCPA Website Policy 304, School Leader Evaluation, Board minutes, interview with Board Chair</p>

<p>3.7 Does the Board have a board-approved professional development plan for the school leader (if applicable as required by Minnesota Statutes 124E?)</p>	
1 = Does Not Meet Standard	The Board does not have an approved professional development plan for its school leader.
2 = Approaching Standard	The Board has a professional development plan for its school leader, but the plan is not comprehensive or effectively utilized.
3 = Meets Standard	The Board has a professional development plan for its school leader that is updated annually based on the director evaluation.
4 = Exceeds Standard	The Board has a professional development plan for its school leader that is updated annually based on the school leader evaluation. The plan is comprehensive and effectively utilized.
<p>SY2021 Rating: 4</p> <p>Comments/Evidence: The Superintendent holds a Superintendent licensure and a doctorate. The Principal also holds administrative credentials. As such, no professional development plan is required.</p>	
<p>SY2020 Rating: 4</p> <p>Comments/Evidence: The Superintendent holds a Superintendent licensure. The Principal also holds administrative credentials. As such, no professional development plan is required.</p>	
<p>SY2019 Rating: 4</p> <p>Comments/Evidence: The Superintendent holds a Superintendent licensure. The Academic and Artistic Director's also hold administrative credentials. As such, no professional development plan is required.</p>	
<p>SY2018 Rating: 4</p> <p>Comments/Evidence: The Superintendent hold a Superintendent licensure. The Academic and Artistic Director's also hold administrative credentials. As such, no professional development plan is required.</p>	

SY2017

Rating: 4

Comments/Evidence: The Superintendent hold a Superintendent licensure. The Academic and Artistic Director's also hold administrative credentials. As such, no professional development plan is required.

Source: Annual Report (pp. 23), Board Professional Development Plan, Board minutes, School Leader Evaluation

3.8 Does the Board keep a board governance binder that includes bylaws, policies, Board committee minutes and Board packets?

1 = Does Not Meet Standard	The Board does not keep a board governance binder.
2 = Approaching Standard	The Board governance binder is not complete.
3 = Meets Standard	The Board governance binder is regularly updated and well-organized.
4 = Exceeds Standard	The Board governance binder is regularly updated, well-organized, and utilized by the board. The binder is present at Board meetings and referenced as needed.

SY2021

Rating: 3

Comments/Evidence: SPCPA maintains current year and past year records in compliance with Open Meeting Law, including board binders which are available in the Superintendent's Office. Meeting agendas and minutes are posted on the website.

SY2020

Rating: 3

Comments/Evidence: SPCPA keeps an up-to-date annual board binder in the Office of the Superintendent, which includes meeting minutes and board information (regular meetings, executive committee meetings and finance committee meetings). The school also retains previous year binders.

SY2019

Rating: 3

Comments/Evidence: SPCPA keeps an up-to-date annual board binder in the Office of the Superintendent, which includes meeting minutes and board information (regular meetings, executive committee meetings and finance committee meetings). The school also retains previous year binders. Additionally, SPCPA maintains board meeting agendas and minutes, plus many policies easily accessible on its website.

SY2018

Rating: 3

Comments/Evidence: SPCPA keeps an up-to-date annual board binder in the Office of the Superintendent, which includes meeting minutes and board information (regular meetings, executive committee meetings and finance committee meetings). The school also retains previous year binders. Additionally, SPCPA maintains board meeting agendas and minutes, plus many policies easily accessible on its website.

SY2017

Rating: 3

Comments/Evidence: SPCPA keeps an up-to-date annual board binder in the Office of the Superintendent, which includes meeting minutes and board information (regular meetings, executive committee meetings and

finance committee meetings). The school also retains previous year binders. Additionally, SPCPA maintains board meeting records on its website.

Source: Quarterly Report 2 (pp. 11), Board Professional Development Plan, Board minutes, School Leader Evaluation, school website

3.9 Does the Board review, update, and approve its policies such that they maintain compliance with state law and current best practices?

1 = Does Not Meet Standard	Board policies are outdated and not reviewed regularly.
2 = Approaching Standard	Board policies are reviewed and approved as needed, but are not comprehensively reviewed on a regularly scheduled basis.
3 = Meets Standard	Board policies are reviewed for content and legal compliance, updated, and approved on a regularly scheduled basis. Policies are utilized by the board to drive decision-making and are familiar to Board members.
4 = Exceeds Standard	NOT APPLICABLE

SY2021
Rating: 3
Comments/Evidence: SPCPA follows an annual policy review calendar for policies requiring review yearly, which can be found in their Quarterly Report 2 (pp. 10 and Attachment A). Policies not requiring annual updates follow the cycle noted in the policy. SPCPA works with Civic Intelligence to support this process as well as MSBA.

SY2020
Rating: 3
Comments/Evidence: SPCPA's board of directors contracts with Civic Intelligence to support its policy review process. SPCPA is working through the first cycle in SY2020, adding needed new policies and making required updates to existing policies. A policy review calendar was included in Quarterly Report 2.

SY2019
Rating: 3
Comments/Evidence: SPCPA's board of directors reviews policies in comparison to legislative changes annually. In March of 2018 the board reviewed an updated Policy Proposal, Review, and Revision calendar which will ensure that all policies are reviewed by the close of the 2020 school year. Board meeting minutes demonstrate that the school board regularly reviews, amends as needed, and approves policies.

SY2018
Rating: 3
Comments/Evidence: SPCPA's board of directors reviews policies in comparison to legislative changes annually. In March of 2018 the board reviewed an updated Policy Proposal, Review, and Revision calendar which will ensure that all policies are reviewed by the close of the 2020 school year. This comprehensive policy calendar is a best practice and is strengthened by the review processes the school already has in place in this area.

SY2017
Rating: 3
Comments/Evidence: SPCPA's board of directors reviews policies in comparison to legislative changes annually. The school has developed a comprehensive Policy Calendar.

Source: Board minutes, Board policies, governance binder, UST site visit, Quarterly Report 2

3.10 Does the Board regularly review, update, and approve its bylaws?

1 = Does Not Meet Standard	Board bylaws have not been comprehensively reviewed during the contract period or contradict state and/or federal law.
2 = Approaching Standard	Board bylaws have not been comprehensively reviewed during the contract period, but only as needed.
3 = Meets Standard	The Board has reviewed, updated, and approved its bylaws during the contract period and they do not contradict state and/or federal law.
4 = Exceeds Standard	NOT APPLICABLE

SY2021

Rating: 3

Comments/Evidence: As noted in 3.4, SPCPA reviewed its Bylaws in 2019 with the support of Civic Intelligence and approved revisions in March 2020 (Quarterly Report 2, pp. 10 and Attachment B).

SY2020

Rating: 3

Comments/Evidence: As noted in 3.4, according to Quarterly Report 2 (pp. 10), SPCPA began a review of the bylaws in October and a first reading of the suggested changes occurred in February.

SY2019

Rating: 2

Comments/Evidence: SPCPA reviewed and updated its bylaws in SY2015. No changes were made at that time. The bylaws should be updated to reflect 2016 revisions and the change in statute to 124E.07 (current bylaws reference 124D.10).

SY2018

Rating: 2

Comments/Evidence: SPCPA reviewed and updated its bylaws in SY2015. No changes were made at that time. The bylaws should be updated to reflect 2016 revisions and the change in statute to 124E.07 (current bylaws reference 124D.10).

SY2017

Rating: 2

Comments/Evidence: SPCPA reviewed and updated its bylaws in SY2015. No changes were made at that time. The bylaws should be updated to reflect 2016 revisions and the change in statute to 124E.07 (current bylaws reference 124D.10).

Source: Board minutes, Board bylaws, governance binder, UST site visit, Quarterly Report 2 (pp. 10)

3.11 Does the Board submit a complete Board packet (including agenda, minutes, school leader report, other relevant documents, and financials (See 2.1)), to be received by UST at least three days prior to all board meetings?

1 = Does not meet standard	Board packets are not submitted on time AND are incomplete.
2 = Approaching Standard	Board packets are submitted on time (more than 75% of the time) but incomplete OR not submitted on time (less than 75% of the time) but complete.
3 = Meets Standard	Board packets are submitted on time (more than 75% of the time) and complete.
4 = Exceeds Standard	NOT APPLICABLE
SY2021 Rating: 3 Comments/Evidence: SPCPA has consistently provided board packets to St. Thomas in a timely manner over the course of the contract.	
SY2020 Rating: 3 Comments/Evidence: SPCPA provides board packets to UST in a timely manner.	
SY2019 Rating: 3 Comments/Evidence: SPCPA provides board packets to UST in a timely manner.	
SY2018 Rating: 3 Comments/Evidence: SPCPA provides board packets to UST in a timely manner.	
SY2017 Rating: 3 Comments/Evidence: SPCPA provides board packets to UST in a timely manner.	
Source: Monthly Board packets	

3.12 Does the Board understand and meet the requirements of the Open Meeting Law (Minnesota Statutes 13D)?	
1 = Does Not Meet Standard	The Board does not understand the requirements of the Open Meeting Law and has been out of compliance more than once in the last year.
2 = Approaching Standard	The Board exhibits working knowledge of the requirements of the Open Meeting Law and has been out of compliance no more than once in the last year.
3 = Meets Standard	The Board understands and meets the requirements of the Open Meeting Law.
4 = Exceeds Standard	NOT APPLICABLE
SY2021 Rating: 3 Comments/Evidence: No Open Meeting Law issues of noncompliance were observed or reported to St. Thomas over the course of the contract. Meetings are posted appropriately, and meeting dates are made available well	

in advance. Board members and the school's leadership team appear to understand and respect Open Meeting Law.

SY2020
Rating: 3
Comments/Evidence: No Open Meeting Law issues of noncompliance were observed in terms of occurring meetings. Meetings are posted appropriately, and meeting dates are made available well in advance. In addition, the school's website has a clear and sensible location for board information. Board members and the school's leadership team appear to understand and respect Open Meeting Law.

SY2019
Rating: 3
Comments/Evidence: No Open Meeting Law issues of noncompliance were observed. Board members appeared to understand and respect Open Meeting Law. When closed meetings were necessary, the board worked in concert with the school's legal counsel to ensure compliance.

SY2018
Rating: 3
Comments/Evidence: No Open Meeting Law issues of noncompliance were observed. Board members appeared to understand and respect Open Meeting Law. When closed meetings were necessary, the board worked in concert with the school's legal counsel to ensure compliance.

SY2017
Rating: 3
Comments/Evidence: No Open Meeting Law issues of noncompliance were observed. Board members appeared to understand and respect Open Meeting Law.

Source: Board minutes, ongoing correspondence, **UST site visits**

3.13 Does the school have strong academic and organizational leadership?	
1 = Does Not Meet Standard	The school presents significant concerns in two or more of the following areas with no evidence of a credible plan to address them: a) the leadership has insufficient academic and/or business expertise; b) turnover in leadership has been high and/or damaging to the school; c) roles and responsibilities among leaders and between leaders and the board are generally unclear; d) the school's leadership does not appear to actively engage in a process of continuous improvement; e) it has made few mid-course corrections in response to problems.
2 = Approaching Standard	The school presents significant concerns in one of the following areas with no evidence of a credible plan to address them: a) the leadership has insufficient academic and/or business expertise; b) turnover in leadership has been high and/or damaging to the school; c) roles and responsibilities among leaders and between leaders and the board are generally unclear; d) the school's leadership does not appear to actively engage in a process of continuous improvement; e) it has made few mid-course corrections in response to problems.

3 = Meets Standard	The school's leadership a) has sufficient academic and/or business expertise; b) has been sufficiently stable over time; c) has clearly defined roles and responsibilities among leaders and between leaders and the board; d) actively engages in a process of continuous improvement which has led to some mid-course corrections.
4 = Exceeds Standard	The leadership displays exceptional academic and business expertise. Leadership turnover has been manageable and appropriate. Roles and responsibilities among leaders and between leaders and the board are clear. The leadership has established exemplary processes to engage in continuous improvement which have led to significant enhancements to the school over time.
<p>SY2021 Rating: 3</p> <p>Comments/Evidence: SPCPA's leadership structure has evolved over the last five years. In SY2020, SPCPA consolidated the Director of Academics and Director of Arts role into a single Principal. The administrative team now includes the Superintendent, Principal and Director of Special Education. These positions are all executed by long-term SPCPA administrators. Two coordinator positions were created to support the Principal.</p>	
<p>SY2020 Rating: 3</p> <p>Comments/Evidence: SPCPA shifted the administrative structure in SY2020, consolidating the Director of Academics and Director of Arts role into a single Principal. The administrative team now includes the Superintendent, Principal and Director of Special Education. These positions are all executed by long-term SPCPA administrators. Two coordinator positions were created to support the Principal.</p>	
<p>SY2019 Rating: 3</p> <p>Comments/Evidence: SPCPA has a well-established leadership structure that includes the Superintendent, Artistic Director, Academic Director, an Assistant Academic Director and Special Education Director. Unfortunately, the Academic Director had to take indefinite leave beginning in mid-October and decided to retire in January. The Artist Director assumed both roles. Members of the leadership team are highly qualified for their roles, and have complimentary strengths.</p>	
<p>SY2018 Rating: 3.5</p> <p>Comments/Evidence: SPCPA has a well-established leadership structure that includes the Superintendent, Artistic Director, Academic Director and Special Education Director. The school continues its efforts to identify a permanent Academic Director, but is well-staffed by its current Academic Director who brings a wealth of experience and has been successful in creating additional alignment within the academic program. All members of the leadership team are highly qualified for their roles, and have complimentary strengths. Interviews indicate warm and collaborative relationships.</p>	
<p>SY2017 Rating: 3.5</p> <p>Comments/Evidence: SPCPA has a well-established leadership structure that includes the Superintendent, Artistic Director, Academic Director and Special Education Director. While the school has struggled in recent years to identify a permanent Academic Director, the school has brought on a strong interim Academic Director with a proven track record and recently hired a new Assistant Academic Director. Conversations with the administrative team, staff and teachers indicate a strong team that works collaboratively and each brings in critical areas of expertise.</p>	

Source: Annual Report (pp. 23-24), authorizer observation(s)

3.14 Does the school exhibit a high level of parent satisfaction?

1 = Does Not Meet Standard	Less than 75% of parents surveyed indicate they are satisfied with the school.
2 = Approaching Standard	More than 75% but less than 85% of parents surveyed indicate they are satisfied with the school.
3 = Meets Standard	More than 85% but less than 95% of parents surveyed indicate they are satisfied with the school.
4 = Exceeds Standard	At least 95% of parents surveyed indicate they are satisfied with the school.

SY2021

Rating: 3

Comments/Evidence: In Spring 2020, St. Thomas surveyed families about their experiences prior to and after distance learning. SPCPA used this survey in place of their annual survey. 114 families completed the survey out of 425. This is a return rate of 27%.

96% of families rated the learning experience at SPCPA good or excellent prior to distance learning and 83% after the shift.

While we are using this information to score this item, in future years St. Thomas requests the school include an overall satisfaction question in their annual survey to allow a more accurate assessment of this metric.

SY2020

Rating: 1

Comments/Evidence: In Fall 2018, SPCPA surveyed about 450 families with a return rate of 142 (32%) and provided brief comment on the results on p.12 of the school's Annual Report. Unfortunately, based on the information provided, there is no clear way of scoring this goal against the rubric.

Rating: 84.6% = 2.5

Comments/Evidence: The school provided a comprehensive survey to all 533 of its families and received 157 completed surveys, which reflects a return rate of 30% (consistent with SY17).

Challenging and Engaging Academic Curriculum	78.9%
Challenging and Engaging Arts Curriculum	91.4%
High Standards for Students	79.9%
Programming Supports School's Mission	85.8%
School is Safe	83.2%
School is Welcoming	88.6%

UST encourages SPCPA to include a question regarding families' overall satisfaction with the school as is requested to best score this goal.

SY2018

Rating: 78.13% = 2

Comments/Evidence: The school provided a comprehensive survey to all 533 of its families and received a response rate of 30% overall. Nearly 60% (57.3%) of parents strongly agreed that the school provides a challenging and engaging arts curriculum for their child, with an additional 31% agreeing. Only a quarter of parents (26%) strongly agreed with the same statement for the academic program, with an additional 38.7%

agreeing. This pattern continued throughout the survey, with families generally recognizing a particular area of strength in the offered arts programming. Interestingly, about 26% of families indicated that they believe their student is not working up to his/her/their potential while 62% felt that students' efforts were in line with potential. UST commends the school for examining both the artistic and academic elements of its programming and for its efforts to continuously improve both areas of its dual-focused environment.

70.45% of families indicated satisfaction with the educational experience provided by the school, while 85.81% indicated that they were happy their child attends SPCPA. For this year UST will take an average of these two questions (78.13%) as they appeared to be the most broad. In future years, please add an overall satisfaction question.

SY2017
Rating: NA

Comments/Evidence: No data was provided to score this item. Please provide data or confirm that data was not collected in SY2016 for this item.

Source: Annual Report (Attachment A), UST MN authorizing parent survey

3.15 Is the school able to maintain a high percentage of teacher retention?

1 = Does Not Meet Standard	Fewer than 70% of teachers remained at the school last year (excluding retirements).
2 = Approaching Standard	70-84% of teachers remained at the school last year (excluding retirements).
3 = Meets Standard	More than 85% of teachers remained at the school last year (excluding retirements).
4 = Exceeds Standard	Over the course of the contract (or at least 3 years) teacher retention has consistently remained high (>85%)

SY2021
Rating: 2

Comments/Evidence: SPCPA retained 47/64 teachers (73%) overall. This included 18 of 21 academic teachers (85.7%) and 29/43 arts teachers (67%). It is worth noting that a number of teachers did not return involuntarily due to the courses they taught no longer being available. This was a particularly important issue in the arts, where the commencement of the visual arts program necessitated change and the addition of new positions and elimination of old positions. Removing arts positions that were lost to this disruption would indicate that 29/34 arts teachers (85%) who could be retained were retained. St. Thomas is open to discussing the calculation of teacher retention methodology in the upcoming contract.

Previous year retention is listed below:

- SY20 to SY21 – Overall 68% (61% of academic teachers and 70% of arts teachers)
- SY19 to SY20 – Overall 65% (61% of academic teachers and 70% of arts teachers)
- SY18 to SY19 – Overall 74% (74% academic teaches and 75% of arts teachers)
- SY17 to SY18 – Overall 73.4% (60% academic teachers and 79% of arts teachers)
- SY16 to SY17 – Overall 75% (68% academic teachers and 79% arts teachers)

SY2020
Rating: 1

Comments/Evidence: SPCPA retained 43 of 64 teachers (68%) overall – 11 of 18 academic teachers (61%) and 32 of 46 (70%) arts teachers.

Previous year retention is listed below:

SY19 to SY20 – Overall 65% (61% of academic teachers and 70% of arts teachers)

SY18 to SY19 – Overall 74% (74% academic teaches and 75% of arts teachers)

SY17 to SY18 – Overall 73.4% (60% academic teachers and 79% of arts teachers)

SY16 to SY17 – Overall 75% (68% academic teachers and 79% arts teachers)

2019

Rating: 2

Comments/Evidence: SPCPA retained 39 of 53 teachers (74%) overall – 14 of 19 academic teaches and 25 of 34 (75%) of arts teachers from SY18 to SY19.

Previous year retention is listed below:

SY17 to SY18 – Overall 73.4% (60% academic teachers and 79% of arts teachers)

SY16 to SY17 – Overall 75% (68% academic teachers and 79% arts teachers)

SY2018

Rating: 2

Comments/Evidence: From SY2016 to SY2017, SPCPA retained 68% of academic teachers and 79% of arts teachers, which reflected 75% overall teacher retention.

From SY2017 to SY2018, SPCPA retained 73.4% of its teachers, representing roughly 60% of academic teachers and 79% of arts teachers. The school conducted a comprehensive survey of families during SY2018 and in a number of areas the open-ended responses indicated concern regarding high staff turnover. Given a tight teaching market, some turnover is to be expected, yet the number of comments in this area merited additional examination. While it is difficult to determine exactly what generated the comments (i.e.: Were particularly beloved staff members leaving? Those with a very long former tenure?) it is worth noting that SPCPA's multi-year retention rate appears particularly low. For example, of teaching staff, only 58.4% had been in place for more than one year, meaning that families are able to form multi-year attachments to just over half of staff. Given that a conservatory model necessarily uses working artists who may have opportunities arise from one year to the next, a higher turnover rate is likely to be expected for this area and additional examination would need to be done to determine what could be considered a 'normal' rate of turnover amongst arts staff; however, for the past two years the retention of arts teaching staff has been notably higher than that of academic staff. UST encourages the school to examine this area closely and consider conducting exit interviews or surveys of renewed yet exiting staff to determine what, if anything could be done to retain them for a longer period.

SY2017

Rating: 2

Comments/Evidence: From SY2016 to SY2017, SPCPA retained 17 of 25 (68%) academic teachers and 35 of 44 artistic teachers (79%), which reflects 75% overall teacher retention. SPCPA retained 69% of administrative staff.

Source: Annual Report (pp. Licensure Attachment)

3.16 Is all the school's educational staff appropriately licensed?

1 = Does Not Meet Standard	At least one educational staff is not appropriately licensed or does not hold appropriate and current waivers or variances.
2 = Approaching Standard	At least one educational staff has been on a waiver or variance for more than one year.

3 = Meets Standard	All educational staff are appropriately licensed.
4 = Exceeds Standard	NOT APPLICABLE
SY2021	
Rating: 3	
Comments/Evidence: A check indicated all staff were appropriately licensed in SY2021. It is worth noting that SPCPA and its staff must put in a considerable amount of work to ensure that all members are licensed and/or are working within an appropriate structure for their placement. The school has had to take special care to ensure that students do not lose access to exceptional instructors who do not 'fit' within the bounds of the state's new licensure structure.	
SY2020	
Rating: 3	
Comments/Evidence: A check indicated all staff were appropriately licensed in SY2020.	
SY2019	
Rating: 3	
Comments/Evidence: A check indicated all staff were appropriately licensed in SY2019.	
SY2018	
Rating: 3	
Comments/Evidence: A check indicated all staff were appropriately licensed in SY2018.	
SY2017	
Rating: 3	
Comments/Evidence: A check indicated all staff were appropriately licensed in SY2017.	
Source: MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1	

3.17 Does the school remain consistently full with retention rates at or above the school's agreed-upon target rates?	
1 = Does Not Meet Standard	The school's actual enrollment consistently falls short of target enrollment (set in the July 1 budget) by <u>5% or more</u> . Student retention rates are consistently below the school's agreed-upon target rates.
2 = Approaching Standard	The school's actual enrollment consistently falls short of target enrollment (set in the July 1 budget) by <u>1-4%</u> . Student retention rates are consistently below the school's agreed-upon target rates.
3 = Meets Standard	The school is consistently fully enrolled. Student retention rates are generally at or above the school's agreed-upon target rates
4 = Exceeds Standard	The school is consistently fully enrolled. Student retention rates consistently exceed the school's agreed-upon target rates over the course of the contract or last three years.

SY2021**Rating: 2.5**

Comments/Evidence: According to the Annual Report, SPCPA started the year with an enrollment of 442 and MDE reports 446 students as of October 1. The 9th grade enrollment dropped again in SY21 (from 107 to 89 approximately). Attrition for SY20 dropped to 8% (from 14%). The board and school leadership continue to actively strategize ways to stabilize and grow enrollment and experienced some notable successes in this area with the addition of the Visual Arts program.

Despite enrollment struggles in recent years, it is important to note that the board and school leadership's careful financial management has kept the school firmly in the black each year. A healthy fund balance also bolsters the school's ability to cope with any unexpected expenses.

SY2020**Rating: 2.5**

Comments/Evidence: SPCPA has seen a decrease in enrollment over the last few years. As such, the school has adjusted its budget accordingly. ADM for SY2020 was 422. Attrition in SY2019 after October 1 was 14% (Annual Report, pp. 26). The Board and school leadership have been active in developing a strategy to stabilize and grow enrollment, but enrollment continues to fall below the school's budget (based on 450 ADM as of January 2020). One promising indicator is that the newly enrolled 9th grade class is larger (at roughly 109 students) than the class from the year prior. If retained, and if the school can continue recruiting larger incoming classes, the impact of the departing (128-student) senior class will be mitigated.

Despite falling short of enrollment targets, it is important to note that the board and school leadership's careful financial management has kept the school firmly in the black each year. A healthy fund balance also bolsters the school's ability to cope with any unexpected expenses.

SY2019**Rating: 2**

Comments/Evidence: SPCPA has been careful to track its enrollment over the course of the last few years and both school leadership and board have been swift to make the necessary budget adjustments to keep the school in good financial health. While SPCPA's enrollment has been relatively consistent since SY12, the school has experienced an enrollment drop over the last couple of years – a decline to 533 in SY17 and to 476 in SY18. While the Superintendent, Board and leadership team have dedicated significant strategic thinking and action to increase enrollment, the decline remains concerning to all.

For the current school year, SPCPA based the budget on 450 ADM and was on track to meet that target. No mid-year adjustments were needed.

SY2018**Rating: 2**

Comments/Evidence: SPCPA's enrollment has been relatively consistent over the course of the last three years – 584 ADM in SY2015, 574 ADM in SY2016, and a decline to 533 ADM in SY2017 with the sharpest drop in grade 9. The school's most recent financial statements for SY2018 indicated that the school will hit its revised budget target, based on 475ADM, but will fall far short of its original SY2018 target of 550ADM. The school has been careful to track its enrollment over the course of the year and both school leadership and board have been swift to make the necessary budget adjustments to keep the school in good financial health. Nonetheless, the decline in enrollment—particularly in the face of concerted efforts toward its increase—is concerning to all.

SY2017

Rating: 3

Comments/Evidence: SPCPA's enrollment has remained consistent over the course of the last three years – 577 in SY2017, 578 in SY2016, and 584 in SY2015.

Source: Annual Report (pp. 5), School financial statements, SY2018 audit

3.18 Does the school follow the admission policies and procedures outlined in law (Minnesota Statutes 124E.11)?

1 = Does Not Meet Standard The school does not follow the admission policies and procedures outlined in law.

2 = Approaching Standard NOT APPLICABLE

3 = Meets Standard The school follows the admission policies and procedures outlined in law.

4 = Exceeds Standard NOT APPLICABLE

SY2021

Rating: 3

Comments/Evidence: SPCPA's policies and processes are aligned with statute and the school appears to implement them with fidelity. No concerns or complaints have been brought to our attention.

SY2020

Rating: 3

Comments/Evidence: SPCPA's policies and processes are aligned with statute and the school appears to implement them with fidelity. No concerns or complaints have been brought to our attention.

SY2019

Rating: 3

Comments/Evidence: SPCPA is open to all students. The school does not have any initial interview or audition association with its application. Once a student confirms enrollment, he/she attends a new student orientation which includes academic and artistic leveling. Instrumental music is the only program that requires students to meet specific criteria for placement. A student who does not meet the criteria is offered a placement in another arts track. With the expansion of the Instrumental Music Program students who do not meet the criteria for orchestra or jazz will be able to stay in the musical arts track in contemporary music.

The school offers Prospective Student Experiences for students and families prior to submitting an application to learn more about the school, meet current students and staff, and tour the facility.

SY2018

Rating: 3

Comments/Evidence: SPCPA is open to all students. The school does not have any initial interview or audition association with its application. Once a student confirms enrollment, he/she attends a new student orientation which includes academic and artistic leveling. Instrumental music is the only program that requires students to meet specific criteria for placement. A student who does not meet the criteria is offered a placement in another arts track. With the expansion of the Instrumental Music Program moving forward students who do not meet the criteria for orchestra or jazz will be able to stay in the musical arts track in contemporary music.

The school offers Prospective Student Experiences for students and families prior to submitting an application to learn more about the school, meet current students and staff, and tour the facility.

<p>SY2017 Rating: 3</p> <p>Comments/Evidence: SPCPA is open to all students. The school does not have any initial interview or audition association with its application. Once a student confirms enrollment, he/she attends a new student orientation which includes academic and artistic leveling. Instrumental music is the only program that requires students to meet specific criteria for placement. A student who does not meet the criteria is offered a placement in another arts track. With the expansion of the Instrumental Music Program moving forward students who do not meet the criteria for orchestra or jazz will be able to stay in the musical arts track in contemporary music.</p> <p>The school offers Prospective Student Experiences for students and families prior to submitting an application to learn more about the school, meet current students and staff, and tour the facility.</p>
<p>Source: Annual Report (pp. 5 and attachments), authorizer observation(s)</p>

<p>3.19 Is the school’s physical plant safe and conducive to learning?</p>	
<p>1 = Does Not Meet Standard</p>	<p>The facility requires much improvement in order to provide a safe environment that is conducive to learning. Significant health and safety requirements have not been met OR the school lacks many conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.</p>
<p>2 = Approaching Standard</p>	<p>Significant health and safety requirements are being met, but the facility needs some improvement in order to provide a safe environment that is conducive to learning. It partially – but not fully – provides conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.</p>
<p>3 = Meets Standard</p>	<p>Significant health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.</p>
<p>4 = Exceeds Standard</p>	<p>All health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that</p>

match the educational needs of the students; e) accessibility to all students. Additionally, the facility meets the mission of the school.

SY2021

Rating: 3.5

Comments/Evidence: SPCPA offers a unique learning environment, which has shown to be a safe and supportive learning environment over the last five years. With the addition of the visual arts strand, some of the space has been renovated to accommodate the new programming.

SY2020

Rating: 3.5

Comments/Evidence: SPCPA continues to be located within the skyway system in downtown St. Paul. Given the unique setting, the school has dedicated significant thought and resources to creating an educational space that is safe, conducive to learning and aligned with the mission. The school's classrooms, restrooms, and common areas are consistently clean, well-lit, and well-maintained.

SY2019

Rating: 3.5

Comments/Evidence: SPCPA is located in downtown St. Paul in a number of locations within close proximity of one another and generally walkable indoors. The school has created a space that provides a safe environment that is conducive to student learning – both academically and artistically. Given its unique non-contiguous space, the school has done an exemplary job of creating signage and design features that unify the school and keep student areas secure. In SY19, the school secured additional space to better meet their academic and artistic needs.

SY2018

Rating: 3.5

Comments/Evidence: SPCPA is located in downtown St. Paul in a number of locations within close proximity of one another and generally walkable indoors. The school has created a space that provides a safe environment that is conducive to student learning – both academically and artistically. Given its unique non-contiguous space, the school has done an exemplary job of creating signage and design features that unify the school and keep student areas secure.

SY2017

Rating: 3.5

Comments/Evidence: SPCPA is located in downtown St. Paul in a number of locations within close proximity of one another. The school has created a space that provides a safe environment that is conducive to student learning – both academically and artistically. Additional space has become available in the former Chamber Orchestra space that the school is considering leasing, which would allow for the expansion of the vocal and instrumental music programs.

Source: Authorizer observation(s)

3.20 Does the school complete criminal background checks?

1 = Does Not Meet Standard	The school cannot certify that it completes criminal background checks of staff and the board.
2 = Approaching Standard	The school certifies that it completes criminal background checks of the staff but not the board.
3 = Meets Standard	The school certifies that it completes criminal background checks of staff and the board.
4 = Exceeds Standard	NOT APPLICABLE
<p>SY2021 Rating: 3</p> <p>Comments/Evidence: SPCPA certifies through the SY2021 Quarterly Report 2 (p.10) that the school conducts a state background check for all new staff when they are hired as well as all board members when they are seated. Volunteers are also background checked. Policy #404 (Attachment C) defines the background check process and requirements.</p>	
<p>SY2020 Rating: 3</p> <p>Comments/Evidence: SPCPA certifies through the SY2020 Quarterly Report 2 (p.10 and Attachment C) that the school conducts a state background check for all new staff when they are hired as well as all board members when they are seated. Policy #404 defines the background check process and requirements.</p>	
<p>SY2019 Rating: 3</p> <p>Comments/Evidence: SPCPA certifies through the SY2019 Quarterly Report 2 (p.13 and Attachment F) that the school conducts a state background check for all new staff when they are hired as well as all board members when they are seated. Policy #404 defines the background check process and requirements.</p>	
<p>SY2018 Rating: 3</p> <p>Comments/Evidence: SPCPA certifies through the SY2018 Quarterly Report 3 (p.13 and Policy #404 attached on p.53) that the school conducts a state background check for all new staff when they are hired as well as all board members when they are seated.</p>	
<p>SY2017 Rating: 3</p> <p>Comments/Evidence: SPCPA certifies through the SY2017 Quarterly Report 3 that the school conducts a state background check for all new staff when they are hired as well as all board members when they are seated. The school is currently considering expanding to a national background check, in addition to the required state check.</p>	
<p>Source: UST site visit, Interview of Board Chair, background check policy, Quarterly Report 2 (pp. 11 and Attachment C)</p>	

Attachment #10 – Intervention Policy

Range of Interventions Guidelines

Status	Triggered by...	Will Result in....
<p><u>Level One</u> Notice of Concern</p>	<ul style="list-style-type: none"> • Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. • Repeated failure to submit required documents on a timely basis. 	<ul style="list-style-type: none"> • Letter to the school’s board (council) detailing areas of concern. • Review and reconsideration of goals and performance targets in the Accountability Plan. • UST Charter School Accountability Board recommendation that the school develops a School Improvement Plan (SIP).
<p><u>Level Two</u> Notice of Deficiency</p>	<ul style="list-style-type: none"> • Failure to meet multiple performance targets; or glaring or repeated failure to meet a single performance target. • Failure to comply with applicable law or significant failure to comply with Board condition(s) of the charter. 	<ul style="list-style-type: none"> • Letter to the school’s board (council) detailing areas of deficiency. • SIP containing specific improvement objectives, technical assistance requirements, and schedule for remedial action negotiated with the UST Charter School Accountability Board.
<p><u>Level Three</u> Notice of Probationary Status</p>	<ul style="list-style-type: none"> • Continued failure to meet performance targets; and failure to meet objectives of SIP. • Continued Failure to comply with applicable law or with the charter. 	<ul style="list-style-type: none"> • SIP imposed by the UST Charter Accountability Board. • UST Charter School Accountability Board has the option to require the assignment of a technical assistance team to the charter school and may facilitate the development of said technical assistance team. • In certain cases, the UST Charter School Accountability Board may appoint an agent to monitor the implementation of the SIP and the

		activities of the technical assistance team.
<u>Level Four</u> Charter Extended Review	<ul style="list-style-type: none"> • Pattern of failure to comply or meet performance targets; or • failure to successfully address terms of probation. 	<ul style="list-style-type: none"> • Recommendation to revoke, not to revoke, or to impose lesser sanctions. • Decision to commence or not to commence revocation proceedings made by UST Charter School Accountability Board.
<u>Level Five</u> Charter Revocation	<ul style="list-style-type: none"> • Charter review results in recommendation to revoke. 	<ul style="list-style-type: none"> • Written notice from the UST Charter School Accountability Board stating reasons for proposed revocation and informing school of right to an informal hearing. • Record of informal hearing. • Decision to revoke or not to revoke made by UST Charter School Accountability Board.

Attachment #11 – School Closure Plan

School Closure Plan

The Charter School Board (the Board) is responsible for ensuring the School is closed in an orderly fashion according to Applicable Law. The Board’s closure duties include ensuring proper financial dissolution under MN Law Chapter 317A. The Board shall provide the University of St. Thomas (UST) with verification of completion of the items listed below. For the purposes of effectively closing the School, the date of charter revocation is the last date of the contract for non-renewals and the date of revocation established in the notice of termination for charter terminations. In the case of a voluntary termination this date will be established by the authorizer pursuant to the date the authorizer receives notice of the Board’s intent to turn over its charter.

The role of the authorizer in a closure process is to promptly notify the commissioner and resident district of the closure, and to monitor the closure proceedings undertaken by the Board to the extent possible.

Item	Description of Required Actions	School’s Responsible Party	Completion Date	Status
Immediate Board Actions				
1	<p>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</p> <ul style="list-style-type: none"> <input type="checkbox"/> Designate School contact person(s) to send and receive communications from the UST; <input type="checkbox"/> Designate employees or School Board members who will handle various aspects of winding up of School operations; and <input type="checkbox"/> Provide contact information, and list of employees / School Board members and correspondent responsibilities to the UST. <input type="checkbox"/> Instruct contact persons to heed notification requirements for time sensitive notifications, if any. 			
2	<p>Reserve Funds Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.</p>			
Notifications and Further Actions				
3	<p>Notification of Parents / Guardians Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not yet been made. Such notification shall include, but not be limited to, the following:</p>			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> Date of the last day of regular instruction; <input type="checkbox"/> cancellation of any planned summer school; <input type="checkbox"/> notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; <input type="checkbox"/> inclusion of a listing of the names of charter, parochial, public and private schools in the area; <input type="checkbox"/> indicate how transfer of student records will be handled and offer of copies of student records before the CHARTER REVOCATION; <input type="checkbox"/> indicate how the school will provide information and assistance to families that will help them to enroll their students in another school. <input type="checkbox"/> Provide the UST with a copy of the notice. 			
4	<p>Final Report Cards and Student Records Notice</p> <p>Within 7 days after CHARTER REVOCATION, provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student's district of residence) and specific contact information.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the student's district of residence to have the student's educational records transferred to the new school. <input type="checkbox"/> Provide the UST with a copy of the notice. 			
5	<p>Transfer of Student Records and Testing Material</p> <p>No later than 10 business days after CHARTER REVOCATION send student records to the student's district of residence, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; <input type="checkbox"/> student health / immunization records; <input type="checkbox"/> attendance records; and <input type="checkbox"/> information about any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56 <input type="checkbox"/> all other student records. <input type="checkbox"/> provide UST with confirmation of records transfer 			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports.</p> <p>As noted above, parents / guardians should be offered copies of students' records before CHARTER REVOCATION.</p> <p>Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to the School's district of location.</p> <ul style="list-style-type: none"> <input type="checkbox"/> To the extent that scores, etc. will come into existence after the CHARTER REVOCATION, arrangements should be made with the testing agent to forward such material to the district of location. The school should also send a set of Individual Student Reports to resident district and parents. <input type="checkbox"/> Provide notice to informing the student and and the student's parent or guardian that formal disciplinary records will be transferred as part of the student's educational record, in accordance with data practices under chapter 13 and the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g)." 			
6	<p>Notification of School Districts</p> <p>Within 7 days after the charter revocation, the School must notify school district(s) of students' residence regarding the termination of the education program and lack of future enrollment.</p> <ul style="list-style-type: none"> <input type="checkbox"/> If applicable, notification regarding cessation of food and transportation services should be provided. <input type="checkbox"/> Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. <input type="checkbox"/> Provide UST with a copy of the notice. 			
7	<p>Notification of Funding Sources / Charitable Partners</p> <p>Within 7 days after CHARTER REVOCATION, all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status. 			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<input type="checkbox"/> Charities with property on the premises of the School should be notified to remove same as soon as possible or after CHARTER REVOCATION, whichever is appropriate.			
8	<p>Notification of Contractors and Termination of Contracts</p> <p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at CHARTER REVOCATION.</p> <ul style="list-style-type: none"> <input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. <input type="checkbox"/> Provide the UST with a copy of such notice. <input type="checkbox"/> Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims. <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or wind-up of the School.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Telephone, gas, electric, water, insurance (premises and D&O insurance, <i>see</i> below) should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School's affairs beyond that time. 			
9	<p>Notification of Employees and Benefit Providers</p> <p>After an employee termination date is established, but in no event later than 60 days before CHARTER REVOCATION, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> health care / health insurance; <input type="checkbox"/> life insurance; <input type="checkbox"/> dental plans; <input type="checkbox"/> eyeglass plans; <input type="checkbox"/> cafeteria plans; <input type="checkbox"/> 401(k), retirement plans; and <input type="checkbox"/> pension plans. <input type="checkbox"/> TRA 			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<p><input type="checkbox"/> PERA</p> <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted.</p> <p>Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the CHARTER REVOCATION, and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.</p>			
10	<p>Notification of Food and Transportation Services and Cancellation of Contracts</p> <p>Within 20 days after the charter revocation, or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.</p>			
11	<p>Notification of UST Regarding Lawsuits</p> <p>As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify the UST and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep the UST informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>			
Assets, Creditors and Debtors				
12	<p>List of Creditors and Debtors; UCC Search</p> <p>Within twenty days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <p><input type="checkbox"/> This list is not the same as the contractor list, above, but may include contractors, which should be listed.</p> <p><input type="checkbox"/> Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding.</p>			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> A UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. <input type="checkbox"/> Debtors include persons who owe the school fees or credits, lessees or sub-lessees of the School, and any person holding property of the School. <input type="checkbox"/> Provide a copy of the list of creditors to the UST with the amount owed to each creditor thereon and the amount owed by each debtor. 			
13	<p>Notification to Creditors</p> <p>Within thirty days after the charter revocation, the School must notify all creditors of its closure.</p> <p>The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties.</p> <p>To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.</p>			
14	<p>Notification to Debtors</p> <p>Within thirty days after the charter revocation, the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p>			
15	<p>School Wind-Up Plan and Action</p> <p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The initial plan should be adopted within 20 days of charter revocation, and be updated at least bi-weekly with copies to the UST. The plan should include, but not be limited to, the following. <input type="checkbox"/> Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION. 			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). <input type="checkbox"/> Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (<i>See</i> Liquidation of Assets, below.) <input type="checkbox"/> Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. <input type="checkbox"/> Cancellation of corporate credit cards and lines of credit. <input type="checkbox"/> Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. <input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to the UST through Interim Statements and a Final Statement (below). 			
16	<p>Protection of Assets; Insurance</p> <p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan. <input type="checkbox"/> Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. <input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. <input type="checkbox"/> Appropriate security services should be obtained or maintained. <input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility. 			
17	<p>Inventory</p> <p>No later than 30 days prior to CHARTER REVOCATION, <u>all</u> of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated.</p>			

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	<ul style="list-style-type: none"> <input type="checkbox"/> All assets of the School, not just ones over a certain dollar value must be inventoried. <input type="checkbox"/> Provide UST with a copy of the inventory. <input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing foundation, vendors, PTA, etc.), including those borrowed or loaned. <input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. <input type="checkbox"/> Return assets not belonging to School and document same. 			
18	<p>Liquidation of Assets</p> <p>Assets must be liquidated in a commercially reasonable manner in accordance with Department of Education expectations including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. <p>School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p>			
19	<p>D&O Insurance</p> <p>Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School Corporation. If no such D&O insurance exists, disclose this fact to the board of directors.</p>			
20	<p>Interim Statements</p> <p>No later than 10 days after CHARTER REVOCATION, prepare, and submit to the UST, an interim statement in a form satisfactory to the UST, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p>			

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	<ul style="list-style-type: none"> <input type="checkbox"/> all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and <input type="checkbox"/> all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and <input type="checkbox"/> all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to the UST at 30 day intervals until the final statement (below) is prepared and submitted.</p>			
21	<p>Final Statement</p> <p>At a date to be determined by the UST, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare to the full satisfaction of the UST a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and <input type="checkbox"/> each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and <input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and <input type="checkbox"/> each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. <input type="checkbox"/> This statement is submitted to the UST in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding. <input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below). 			
Corporate Records / Accounting				
22	<p>Final Financial Statement Audit</p> <p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1st of the calendar year in which the School ceases instruction.</p>			
23	<p>Closeout of State and Federal Grants</p>			

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	<p>State, federal and other grants must be closed out, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> notification to the grant entity of the School closure; and <input type="checkbox"/> filing of any required expenditure reports or receipts and any required program reports. <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>			
24	<p>U.S. Dept. of Education Filings</p> <p>File Federal form 269 or 269a if the School was receiving funds directly from the United States Department of Education. <i>See</i> 34 CFR 80.41.</p>			
25	<p>IRS Status; Reports</p> <p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> notification to IRS regarding any address change of the School Corporation; and <input type="checkbox"/> filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). <input type="checkbox"/> If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the UST. 			
26	<p>Corporate Records</p> <p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Loans, bonds, mortgages and other financing; <input type="checkbox"/> Contracts; <input type="checkbox"/> Leases; <input type="checkbox"/> Assets and asset sales; <input type="checkbox"/> Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042. <input type="checkbox"/> Governance (Minutes, by-laws, policies); <input type="checkbox"/> Employees (background checks, personnel files); <input type="checkbox"/> Accounting/audit, taxes and tax status, etc; 			

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	<ul style="list-style-type: none"> <input type="checkbox"/> Personnel, <input type="checkbox"/> Employee benefit programs and benefits; and <input type="checkbox"/> Student summary test data files <input type="checkbox"/> Any items listed in this Closure Plan. <p>In the event the School Corporation is dissolved, any and all records not previously sent to the school district of the School's location should be sent to that school district.</p>			
Dissolution / Final Distribution of Assets				
27	<p>Resolution of Dissolution</p> <p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>			
28	<p>Dissolution</p> <p>If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a complete statement of all assets, their location and an estimate of their value; and <input type="checkbox"/> a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p> <p>Copies of all papers related to dissolution should be sent to the UST.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>			
29	<p>Final Distribution of Assets</p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p>			

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	<p>Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <ul style="list-style-type: none"> <li data-bbox="289 444 1398 537">❑ An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.) <li data-bbox="289 542 1398 634">❑ In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. 			