

## CHARTER SCHOOL / AUTHORIZER AGREEMENT

The University of St. Thomas (hereinafter “Authorizer”) and Spero Academy (hereinafter “School”) are entering into this Agreement as of July 1, 2023 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 Spero Academy 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 **5** years, commencing on the date of this Agreement, **July 1, 2023** as identified above, and continuing through **June 30, 2028** 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.**

##### Legal Structure.



## 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.

7.15 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.

7.16 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).

7.17 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.

- 7.18 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.
- 7.19 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.
- 7.20 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.

Full-time employees of charter schools authorized by St. Thomas are eligible to receive a tuition discount of 15% on **coursework in the School of Education when completing traditional programs, up to and including the doctoral level.** Employees must be admitted to the program under the terms of the then existing program requirements, must provide verification of employment at the school to initiate their discount, and must re-submit verification of employment as requested to maintain their discount. The discount will not be applied retroactively, and students are advised to confirm eligibility with appropriate staff prior to enrollment. Certificate programs, non-traditional programs and/or programs that are already discounted are not eligible for the 15% discount. The charter program discount cannot be stacked with other discounts. Receipt of the 15% discount does not prohibit a student from applying for and receiving additional scholarships. Scholarships and other awards will be applied to the initial tuition amount with the 15% discount applied to the remaining balance. As the authorizer, the University of St. Thomas does not require the charter school to avail itself of this benefit, nor does it require the staff of the charter school to use St. Thomas for their professional 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.

We, the undersigned, agree to the contract revisions between the University of St. Thomas and Spero Academy.

**Spero Academy, a Minnesota Charter School**

*Carol L. Fritz*

Board Chair

Carolyn L Fritz

Print Name

09/20/2025

Date

*Diane Pangal*

School Director

Diane Pangal

Print Name

09/20/2025

Date

**University of St. Thomas, a Minnesota Higher Education Authorizer**

*Robert K. Vischer*

Signature

Robert K. Vischer

Print Name

09/19/2025

Date

*Terry Moffatt*

Signature

Terry Moffatt

Print Name

09/19/2025

Date

## Attachment #1 – Application Information

### 1. Charter Application Information

#### a. Program Description

The current mission, target population, and programs that are offered at Spero Academy, and approved by UST, will not change. It should be noted that the original charter, when the authorizing relationship with UST was first established, consisted of grades K-5. In July of 2017, Spero Academy expanded to grade 6 with the approvals from UST and MDE. In August 2022, Spero Academy expanded to a second campus with the approvals from UST and MDE. The Second Campus is K-3 with plans to reach K-6 by FY 27. There are no additional plans to expand beyond current grade levels.

#### b. Mission

The Spero Academy mission statement was adopted during the strategic planning process in 2016.

*To provide students with a personalized and adaptive education to grow academically, emotionally, and socially.*

We Believe... Every child can learn, grow, and succeed when given the opportunity to reach their individual potential.

We focus our resources and energy on developing our *core capabilities* to achieve our Strategic Intent:

- Create *differentiated programs* that integrate academics with emotional and social learning
- Comprehensively *identify individual education needs and learning styles*
- Utilize *collaborative teaming* among staff, specialists and families to integrate and coordinate personalized education
- Structure learning environment with *small student- to- teacher ratios*
- Assess *student progress* across all learning areas

#### c. Vision

In June of 2016, Spero Academy completed a new Strategic Plan. As part of that plan, the Board refocused Spero Academy's vision from one of becoming a national model for serving children of diverse abilities to one of developing a model serving the children in our school who are predominantly students with disabilities. We recognized that this is a population that is underserved in the general educational system. We know that parents enrolled their children in our school because of the individual programs and therapy service needs we meet.

A new Strategic Plan was adopted by the Spero Academy Board in 2019.

We have continued to innovate and evaluate our educational practices and programs to meet the goals we identified in our 2019-2024 Strategic Plan. Spero Academy will begin working on a new strategic plan during the 2023 school year. Again we will refocus our goals on improving student learning opportunities in both the academic and social learning environments.

#### d. Declaration of Primary and Secondary Purposes

Minn. Stat. 124E.01 states that the primary purpose of charter schools “is to improve all pupil learning and all student achievement.” The Mission Statement of Spero Academy specifically addresses the first two subdivisions of Minn.

Statute 124E.01:

124E.01. Subdivision (1) to “increase learning opportunities for all pupils” and; 124E.01 Subdivision (2) to “encourage the use of different and innovative teaching methods.”

Because the majority of our students are students with Autism Spectrum Disorder, Spero Academy has consistently met the intent of the next two subdivisions of 124E.01:

124E.01 Subdivision (3) to “measure learning outcomes and create different and innovative forms of measuring outcomes and;

124E.01 Subdivision (4) to “establish new forms of accountability for schools.”

It is the teaching and administrative staff of Spero Academy that have adapted standard testing practices to measure the growth and proficiency of our students. Spero Academy teachers are engaged as part of the school Accountability Committee in researching new curriculums.

#### e. Scope of Program

##### i. Grades to be Served

Spero Academy serves grades K-6, which aligns with the approved charter that was amended in 2017.

##### ii. Number of Students Served

Spero Academy Minneapolis Campus (MPLSC): The maximum capacity is 168 students. Current enrollment is 148 students.

Spero Academy Brooklyn Park Campus (BPC): The Brooklyn Park campus opened in August 2022 serving grades K-3 with an enrollment of 51 students. The school will see incremental growth over the next five years, by adding one grade level each year, to reach a capacity of 225 students.

##### iii. Target Population

The target population of Spero Academy is the identification of students with various forms of special needs. Currently, the primary disability area is autism.

iv. Location

Spero Academy now has two locations.

Spero Academy Minneapolis is located at 2701 California Street NE, Minneapolis, MN 55418.

Spero Academy Brooklyn Park is located at 7444 Humboldt Avenue North, Brooklyn Park, MN 55444

v. School Calendar

Spero Academy operates with an 11 month calendar. This calendar allows staff to be off for the month of July. The administration continues to work during the month of July. Students begin school at the beginning of August and end school at the end of June. Students attend school Monday through Thursday. Fridays are an off day for students and all staff except for administration.

vi. Transportation

Students are transported to both Spero Academy locations through a contract service provider. Large vans and minivans are the preferred vehicles. All students that reside within the city of Minneapolis and Brooklyn Park are eligible for transportation in the corresponding district. Students that reside in any other district may travel to the city limit for transportation pick up to the specific school site. Students with transportation needs documented in their IEP are eligible for transportation regardless of location and will be picked up at their residence.

vii. Educational Model and Philosophy

a. Statement of Philosophy

The educational philosophy of Spero Academy was originally rooted in the concept of inclusive education. Inclusion was achieved through enrolling a balance of special education students with neurotypical students. By the end of the first year of then, Fraser Academy, the balance of students dropped from a 50/50 split to 70/30 split with the primary population being special education students. Over the course of the following years, the ratio of special education students continued to increase. Since 2014, the special education student population has hovered near the 90/10 ratio. Legislation passed in 2015 allows Spero Academy to receive reimbursement for the unreimbursed costs incurred in educating its special needs population. The specific statute is Minn. Stat. 124E.21 Subd. 2 and Subd. 3. Under this provision an “eligible special education charter school” which has 90% of its student population eligible for special education services may receive reimbursement for 100% of its unreimbursed costs.

b. Description of Model

Spero provides a differentiated learning environment for all students, with an emphasis on serving students with Individual Education Plans (“IEPs”). Spero’s programs are designed to meet the needs of diverse learners and, in particular, students who present with characteristics typical to the Autism Spectrum Disorder (“ASD”). Spero’s education model emphasizes small class sizes and individualized instruction with a teacher/student ratio of one licensed teacher per six students and a total staff/student ratio of one licensed staff person per four students

Within the context of school academic programming, students continue to be served in one of three classroom programs:

- i. **Grade Level** rooms which support both neurotypical and high functioning students with IEPs,
- ii. **Academic Support Rooms (ASR)**, which provide extra support for students pulled out of their grade level classes and
- iii. **Personalized Learning Support (PLS)** rooms, which work with students who require continuous support for all academic and social needs.

#### c. Critical Programmatic Elements

Spero Academy’s Marketing plan is focused on publicizing the school’s focused attention on children with special education needs as well as the programs and services available to our students. In order to maintain the school’s financial model, it is important to clarify the mission and population of students that Spero Academy seeks to serve.

The Minneapolis campus is firmly established as a school that supports special education students. The Brooklyn Park campus will need to follow a focused marketing campaign to attract the student population supported by our model. By publicly stating that our educational focus is on students with disabilities, we hope to maintain or increase our special education student ratio. The increased ratio will help us sustain our financial model through reimbursement of unfunded expenses.

#### a. Services for Special Populations

##### i. Special Education

Spero Academy provides a full range of educational service alternatives. All students with disabilities are provided the special instruction and services which are appropriate to their needs.

Appropriate program alternatives necessary to meet the special education needs, goals, and objectives of a pupil are determined on an individual basis. The choice of specific program alternatives is based on the pupil’s current levels of performance and the pupil’s special education needs, goals, and objectives. These goals and objectives must be written into the student’s IEP. Program alternatives are comprised of the type of services provided, the setting in which services will occur, and the amount of time and frequency in which special education services occur. A pupil

may receive special education services in more than one alternative setting based on the IEP or IFSP.

Spero Academy utilizes multiple methods to provide special education services for the identified pupils. These methods include:

- a. Multidisciplinary Teaching Model,
- b. Small Group instruction,
- c. Direct Special Education Services,
- d. Indirect Special Education Services,
- e. Pull-out/Self-contained setting,
- f. One-on-one services and
- g. Homebound services/Home Based services

In order to increase the involvement of parents of children with disabilities in school policy and decision making, Spero Academy has established a Special Education Advisory Committee (SEAC). The primary objective of the SEAC is to provide the school's Accountability Committee and ultimately the school Board with a parental and community perspective regarding the needs of students receiving special education. Objectives include:

- a. advising the accountability committee on services and programs,
- b. educating the school and community on special education topics,
- c. connecting and collaborating with various school and community groups
- d. communicating with families, schools, and community,
- e. advocating for high quality educational programs for all learners.

## ii. English Language Learners

Approximately 7% of Spero Academy students are currently identified as English Language Learners (ELL). Spero Academy's English Language Learner program model operates under two different models depending on the individual student's needs:

- a. Content-Based or Push-In Model: In the content-based model the ELL teacher is integrating instruction with the subject matter being taught within the classroom.
- b. Pull-Out Model: In the pull-out model the teacher provides individual or small group instruction primarily in English Language Arts.

There is currently one full-time staff member licensed as an ELL teacher who splits their time between the Minneapolis and Brooklyn Park campuses. The District Area Coordinator coordinates the winter state testing of ACCESS for ELLs with the ELL licensed teacher administering the tests. The

ELL licensed teacher coordinates with the Special Education team and the Speech Therapists to work with students that are dually identified as both Special Education and English Language Learners. Students identified as ELL are a part of the school's unique programming that includes small class sizes with collaborative teaming and push-in support from general education teachers, special educators and speech therapists.

Currently, Spero Academy is not receiving any Title III funding.

Students are identified as being ELL students through the use of the Spero Academy Primary Language form (Home Language Questionnaire), along with other information sources, including:

- a. Home language other than English and
- b. Based on language tests and or placement/screener tests, teacher recommendations and parent input about language skills, the student shows a need for ELL instruction and;
- c. Student transfers from another school district as identified

Every year between January and March, student progress is assessed through the ACCESS or Alternate ACCESS tests. The ACCESS for ELLs assesses students in the domain areas of Reading, Writing, Speaking and Listening. A student will be exited from the program when they score a composite of 4.5 or higher on the ACCESS test, with no more than one domain below a 3.5. The English Language instructor and classroom teacher will also consult prior to exiting a student from the EL program.

After exiting the EL program, a student will be monitored for 2 years to ensure that they are still making academic gains and that language ability is not an obstacle to this progress. Progress will be determined by data kept by the classroom teacher, as well as periodic observation by the EL instructor.

### iii. Gifted Students

All students regardless of disability status receive personalized learning plans to meet their learning needs, including those who are above grade level academically. In addition, Spero Academy uses options such as differentiated curriculum and flexible groupings in order to meet the gifted student's academic needs.

### a. Governance and Management Plan

The Spero Academy Board works on a policy and oversight level to ensure the sustainability of the school. The Board Chair and the Executive Director partner together to support and lead the Board in defining its responsibilities, in setting the school's policies and in determining the strategic direction in which the school will move.

The Spero Academy Board was composed of eight members for most of the 2021/2022 school year. According to the new Spero Academy ByLaws, approved by the Board in January 2023, Board membership must be no fewer than five voting members and no more than eleven voting members. The Board membership should ideally consist of an even mix of general and special education professionals, Spero Academy staff teachers, three parents or legal guardians of children

enrolled at Spero Academy and three community representatives. The actual Board composition for the 2021/2022 school year was two Spero Academy teachers, one Spero Academy parent, one education professional and four community members.

Board members are assigned to working committees. The Spero Academy standing committees are Governance, Finance, Marketing, Facilities and Accountability. Usually Board members are asked to serve on two of these committees. The Board Chair makes the committee member assignments. At the time members join the Spero Academy Board, they are given a copy of the “Spero Academy Board Roles and Responsibilities” which explains how the committees are structured and what the expectations are for the work to be done by the committees. Each committee has an Annual Work Plan which drives the monthly committee agendas. The committee chairs prepare the monthly meeting agenda. The committee’s annual work plan includes the review of school policies assigned to that committee.

## Attachment #2 – School Accountability System

# 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 language of the individual goal 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:

- Preschool/Prekindergarten student school readiness
- Students reading well by 3<sup>rd</sup> Grade
- 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.

Spero Academy serves a substantial population who qualify for special education services. Students in the special education subgroup at Spero Academy will meet or exceed the performance of the special education subgroup statewide when measured by the percentage of students attaining proficiency in math and reading on Minnesota state standardized tests.

### **Spero Academy Individual Goal Series**

Spero Academy serves a group of students with diverse needs, many of whom receive special education services due to autism spectrum disorders, cognitive disorders, other health impairments and a variety of other special needs, at times including secondary and tertiary conditions which complicate their education. Due to the needs of its population, a large majority of Spero Academy's students ( $\geq 90\%$  per MDE Report Card) receive special education services and have Individualized Education Plans (IEPs) in place and all students, whether receiving special education services or not, have Personal Learning Plans in place. The school, in accordance with each student's needs, sets forth student achievement goals which demonstrate the extent to which students are reaching their academic potential. Students at various ability levels demonstrate their achievement through assessments, tests and/or other data sources identified by the teacher and educational team as appropriate for the student. These assessments/tests/other data sources are selected from a menu the school has developed as appropriate for the student.

In order to document for St. Thomas that students are being assessed with tools that are appropriate and rigorous for their abilities, Spero Academy will provide St. Thomas with a copy of the various assessments with details and benchmarks for each of the instruments used. Spero will also include how students' learning goals and data sources are identified and how many students fall into each category. These categories are most easily determined by the classroom placement for each student. The placements are:

- GL (Grade Level) - Students in Grade Level classrooms receive instruction at designated grade levels with the instruction being individualized to meet specific learning needs.
- ASR (Academic Support Rooms) - In the Academic Support Rooms, students receive additional targeted instruction for core academic areas in literacy, math and writing.
- PLS (Personalized Learning Support) - Students receive individualized instruction in almost all academic areas from licensed special education teachers.

The type of assessment may vary depending upon the placement and needs of each student. St. Thomas will review the district assessments to ensure that the data sources used are reliable and of a quality that will allow St. Thomas to meaningfully assess the school's performance.

Benchmark percentages for students meeting or exceeding standard are set at a high level as the expectation is that each student's academic goals have been set with his/her abilities and potential in mind.

Although individualized goals will form the base of St. Thomas's accountability plan for Spero Academy, additional information pertaining to the academic achievement of Spero Academy students will be disclosed for tracking purposes and will assist St. Thomas in understanding the achievement of the school's students in a broader context.

### **Minnesota Comprehensive Assessment Measures**

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

#### **MCA/MTAS Proficiency Reading Well By Third Grade**

Third grade students should be proficient in reading as demonstrated on the third grade MCA test. For Spero Academy, this will also be filtered for the special education subgroup.

#### **MCA/MTAS 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.

\*Schools may elect to have the progress of students qualifying for English Learner services assessed using the percentage of English Learners meeting their target on the ACCESS or Alternate ACCESS assessment rather than using MCA/MTAS proficiency. Schools must select the method of evaluation, final goal is included in the evaluation rubric.

### **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. Spero Academy's mission-specific academic goal is: *Are students increasing their Social/ Emotional Learning achievement, as measured by authorizer-approved district SEL assessments?*

## **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. This goal does not apply to Spero Academy given the grades served.

#### **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. This goal does not apply to Spero Academy given the grades served.

## **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 cash flow projection by June 30<sup>th</sup> of each fiscal year; and
- Performance on key financial metrics that demonstrate the school's financial position.
- School ability to meet bond covenants if applicable

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 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.
- Demonstrated commitment to continuous learning by school leadership, teachers and staff.
- Engagements of families in students' education.
- Provision of a safe, welcoming and equitable learning environment.
- 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.

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. Title IX of the Education Amendments of 1972 (20 U.S. C. 1681)
- h. Applicable state and local health and safety requirements. The school must maintain a safe facility that is conducive to learning.
- i. Minnesota Human Rights Act (Chapter 63)
- j. Equal opportunity in athletic programs (Minn. Stat. 121A.04)
- k. Minnesota Pupil Fair Dismissal Act (Minn. Stat. 124A.40 to 121A.56)
- l. Minnesota Public Schools Fee Law (Minn. Stat. 123B.34 to 123B.39)
- m. Educational data and records (Minn. Stat. 13.32, 120A.22 subd. 7, and 121A.75)
- n. Student legal records (Minn. Stat. 260B.171 subds. 3 and 5)
- o. The Pledge of Allegiance (Minn. Stat. 121A.11 subd. 3)
- p. Revenue for a charter school (Minn. Stat. 124E.20)
- q. PERA and TRA (Minn. Stat. 353, 354, and 354a)
- r. Ongoing presence of management and financial controls required by Section 8 of the contract
- s. Administration of an open enrollment process and lottery pursuant to Section 7 of the contract
- t. Public Employment Relations Act (Minn. Stat. 179A)
- u. School district audit requirements (Minn. Stat. 123B.75 to 123B.83)
- v. 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?**

<b>1.1 3rd Grade MCA Reading Proficiency: Are students proficient in reading?</b>	
1 = Does not meet standard	Less than 40% of are proficient in reading.
2 = Approaching standard	40-55.0% of students are proficient in reading.
3 = Meets standard	55.1%-75.0% of students are proficient in reading.
4 = Exceeds standard	More than 75% of students are proficient in reading.
<b>Rating: Enter the number that most closely matches your assessment: _____</b>	
<b>Comments/Evidence:</b>	
<b>Data Source:</b> Minnesota Department of Education <i>School Report Card</i> , Test Data spreadsheets	

**State Accountability Goal:**

**1.2A Are students in the special education subgroup meeting or exceeding state proficiency levels for the same subgroup in both reading and math?**

**1.2B Are students in the Free/Reduced price meals subgroup meeting or exceeding state proficiency levels for the same subgroup in reading and math?**

**1.2C Are students of color at Spero Academy meeting or exceeding state proficiency levels for students of color at the state level?**

**1.2a Reading**

**1.2b Math**

1 = Does not meet standard      More than 10 percentage points below the statewide subgroup

2 = Approaching standard      6 - 10 percentage points below the statewide subgroup

3 = Meets standard      Within 5 percentage points of the statewide subgroup

4 = Exceeds standard      Exceeds the statewide subgroup by more than 5 percentage points

1.2A Reading: \_\_\_\_\_

1.2A Math: \_

1.2B Reading:

1.2B Math:

1.2C Reading:

1.2C Math:

Enter the average of the reading scores:

Enter the average of the math scores:

Enter the overall average of these scores: \_\_\_\_\_

Comments/Evidence:

Source: MDE Report Card; Northstar Report

**1.3 District Assessment Progress: Are students increasing their academic achievement, as measured by authorizer-approved district assessments?**

**1.3a Reading**

**1.3b Mathematics**

1 = Does not meet standard      Less than 35% of students are increasing their academic achievement as measured by authorizerapproved district assessments.

2 = Approaching Standard      35-50% of students are increasing their academic achievement as measured by authorizer-approved district assessments.

3 = Meets Standard      51.1-65% of students are increasing their academic achievement as measured by authorizer-approved district assessments.

4 = Exceeds standard      More than 65% of students are increasing their academic achievement as measured by authorizerapproved district assessments.

**1.3a Reading District Assessment Progress**

	Reading Assessment	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		
Mpls ASR Students		
Mpls PLS Students		
BP Total Students		
BP GL Students		
BP ASR Students		
BP PLS Students		
	Overall Reading Score:	

**1.3b Math District Assessment Progress**

	Math Assessments	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		
Mpls ASR Students		
Mpls PLS Students		
BP Total Students		
BP GL Students		
BP ASR Students		
BP PLS Students		
	Overall Math Score:	

**1.3a Reading:** \_\_\_\_\_**1.3b Mathematics:** \_\_\_\_\_

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

**Comments/Evidence:**

**Source:** Data provided in the Spero Academy Academic Department Annual Report

**1.4 Mission-Specific Academic Goal: District SEL Assessment Progress: Are students increasing their Social/ Emotional Learning achievement, as measured by authorizer approved district SEL assessments?**

1 = Does not meet standard      Less than 35% of students are increasing their SEL achievement as measured by district assessments.

2 = Approaching Standard      35-50% of students are increasing their SEL achievement as measured by district assessments.

3 = Meets Standard      51.1-65% of students are increasing their SEL achievement as measured by district assessments.

4 = Exceeds standard      More than 65% of students are increasing their SEL achievement as measured by district assessments.

<b>1.4 SEL District Assessment Progress</b>		
	SEL District Assessment Progress	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		
Mpls ASR Students		
Mpls PLS Students		
BP Total Students		
BP GL Students		
BP ASR Students		
BP PLS Students		
	Total:	

**1.4 SEL:** \_\_\_\_

**Comments/Evidence:**

**Source:** Spero Academy Annual Report

**1.5 Academic IEP Goals: Are students meeting their annual Individualized Education Plan (IEP) goals as measured by the Special Education Department?**

- 1.5a Reading IEP Goals**
- 1.5b Mathematics IEP Goals**

	1 = Does not meet standard meeting their IEP goals.	Less than 35% of students are
	2 = Approaching Standard IEP goals.	35-50% of students are meeting their

3 = Meets Standard  
IEP goals.

51.1-65% of students are meeting their

4 = Exceeds standard  
meeting their IEP goals.

More than 65% of students are

	Total Number of Students	% students with Reading IEP goals	% Students with Math IEP Goals
Charter School (CS) total			
Mpls Total students			
Mpls GL Students			
Mpls ASR Students			
Mpls PLS Students			
BP Total Students			
BP GL Students			
BP ASR Students			
BP PLS Students			

**1.5a Reading IEP Goals**

	Met Reading IEP Goals	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		
Mpls ASR Students		
Mpls PLS Students		
BP Total Students		

BP GL Students		
BP ASR Students		
BP PLS Students		
	Total Reading:	
<b>1.5b Math IEP Goals</b>		
	Met Math IEP goals	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		
Mpls ASR Students		
Mpls PLS Students		
BP Total Students		
BP GL Students		
BP ASR Students		
BP PLS Students		
	Total Math:	

**1.5a Reading:** \_\_\_\_

**1.5b Mathematics:** \_\_\_\_

**Enter the overall score produced by the average of these two score**

**Comments/Evidence:**

**Source:** Data provided in the Annual Report and quarterly updates.

**1.6 District English Language Learning State Assessment Progress: Are English Learners (ELs) increasing their ACCESS/Alternate ACCESS assessment scores?**

1 = Does not meet standard	Less than 35% of ELs are increasing their ACCESS/ Alternate ACCESS assessment scores.
2 = Approaching Standard	35-50% of ELs are increasing their ACCESS/ Alternate ACCESS assessment scores.
3 = Meets Standard	51.1-65% of ELs are increasing their ACCESS/ Alternate ACCESS assessment scores.
4 = Exceeds standard	More than 65% of ELs are increasing their ACCESS/ Alternate ACCESS assessment scores.
<b>Overall Rating:</b> _____	
<b>Comments:</b>	
<b>Source:</b> Data provided in the Spero Academy Academic Department Annual Report; MDE Report Card	

**1.7 Early Learning: Are preschool and/or prekindergarten students performing at or above target levels on their final assessment, as measured using the school’s selected preK and/or kindergarten readiness assessments?**

**1.13a Spero Academy Emergent Literacy (SAEL) Results**  
**1.13b Spero Academy Math Inventory (SAMI) Results**

1 = Does not meet standard	Less than 35% of kindergarten students are maintaining or increasing their achievement as measured by the SAEL and SAMI.
2 = Approaching Standard	35-50% of kindergarten students are maintaining or increasing their achievement as measured by the SAEL and SAMI.
3 = Meets Standard	51.1-65% of kindergarten students are maintaining or increasing their achievement as measured by the SAEL and SAMI.
4 = Exceeds standard	More than 65% of kindergarten students are maintaining or increasing their achievement as measured by the SAEL and SAMI.

**1.7a Kindergarten SAEL Results**

	SAEL Results	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		

Mpls ASR Students		
Mpls PLS Students		
BP Total Students		
BP GL Students		
BP ASR Students		
BP PLS Students		
	Total SAEL:	



**1.7a Kindergarten SAMI Results**

	SAMI Results	Score (see criteria for 1-4 above)
Charter School (CS) total		
Mpls Total students		
Mpls GL Students		
Mpls ASR Students		
Mpls PLS Students		
BP Total Students		
BP GL Students		
BP ASR Students		
BP PLS Students		
	Total SAMI:	



**1.7a SAEL:** \_\_\_\_\_

**1.7b SAMI:** \_\_\_\_\_

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

**Rating:** \_\_\_\_\_

**Comments:**

**Source:** Data provided in the Spero Academy Academic Department Annual Report

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

<b>2.1 Does the school have an active finance committee that meets regularly and reports to the full board?</b>	
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.
<b>Rating:</b> _____	
<b>Comments:</b>	
<b>Source:</b> Monthly board packets; Annual Report, Site visits	

<b>2.2 Does the board have a fund balance policy that includes fund balance goals over time?</b>	
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:** \_\_\_\_\_

**Comments:**

**Source:** Monthly board packets; Board policy manual, Quarterly Report

**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
<b>Rating:</b> _____	
<b>Comments:</b>	
<b>Source:</b> Monthly board packets, UST site visits, UST meetings with business manager(s)	

<b>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.)</b>	
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
<b>Rating:</b> _____	
<b>Comments:</b>	
<b>Source:</b> Monthly board packets, Quarterly Report, 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:** \_\_\_\_\_

**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
<b>Rating: _____</b>	
<b>Comments:</b>	
<b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies	

### **SECTION 3: IS THE ORGANIZATION EFFECTIVE AND WELL RUN?**

<b>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?</b>	
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.
<b>Rating: _____ Comments:</b>	
<b>Source:</b> Monthly board packets, UST site visits, Statement of compliance sheet	

<b>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?</b>
--

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
<b>Rating: _____ Comments:</b>	
<b>Source:</b> Board minutes, ongoing correspondence, UST site visits	

<b>3.3 Are all the school's educational staff appropriately licensed?</b>	
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
<b>Rating: _____ Comments:</b>	
<b>Source:</b> 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.
3 = Meets standard	The school certifies that it completes criminal background checks of staff and the board, as required by school policy.
4 = Exceeds standard	NOT APPLICABLE

**Rating: \_\_\_\_\_ 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
- Meeting Title IX regulations (e.g. policies/procedures, trainings, Title IX Coordinator)

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: \_\_\_\_\_ Comments:**

**Source:** Website compliance check, Quarterly Report, UST site visit, board chair interview

**3.6 Do all board members exhibit understanding of the role of the board and utilize nonprofit governance best practices including:**

- **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, Quarterly Report, 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: \_\_\_\_\_ 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:**

- **Following MN Standardized Statewide EL Procedures for identification**
- **Following MN Standardize Statewide EL Procedures for entrance and exit.**
- **Maintaining an established EL program with a written plan for service at all grade and proficiency levels**
- **Securing appropriate staffing levels with staff who hold appropriate licenses and have knowledge of current legislation and research based best practices for serving EL students.**
- **Supplying relevant professional development to all staff**
- **Ensuring that information on student EL status is available to all classroom teachers**
- **Providing staff with appropriate training.**

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:** \_\_\_\_\_

**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)? This includes:**

- **Having a school-specific TSES manual that is board-approved.**
- **Engaging a special education director who is actively involved in working with special education staff and school leadership.**

<ul style="list-style-type: none"> <li>● <b>Securing appropriate staffing levels with staff who hold appropriate licenses and have knowledge of current legislation and research based best practices for serving students with IEPs.</b></li> <li>● <b>Contracting with entities to provide effective services to students when necessary.</b></li> <li>● <b>Completing annual IEP meetings on time.</b></li> <li>● <b>Having been subject to no investigations related to special needs students that resulted in findings.</b></li> <li>● <b>Having no findings related to special education funding on annual financial audit.</b></li> <li>● <b>Providing staff with appropriate training.</b></li> </ul>	
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
<b>Rating: _____</b>  <b>Comments:</b>	
<b>Source: Quarterly report, UST site visits, Reference: special education investigation search on MDE website and special education training materials; Special education director interview</b>	

<b>3.14 Is the school fulfilling its legal obligations related to the delivery of a quality Prekindergarten instructional program. This includes:</b>	
<ul style="list-style-type: none"> <li>● <b>Ensuring Early Childhood Health and Developmental Screening is completed.</b></li> <li>● <b>Securing appropriate staffing.</b></li> <li>● <b>Supplying relevant professional development to all staff.</b></li> <li>● <b>Implementing culturally responsive comprehensive child assessment/s.</b></li> <li>● <b>Utilizing the Early Childhood Indicators of Progress (ECIPs).</b></li> <li>● <b>Supporting an effective transition to Kindergarten.</b></li> <li>● <b>Referring students to community-based resources as needed.</b></li> </ul>	
1 = Does not meet standard	The school is not fulfilling its legal obligations regarding preK students and requires substantial improvement

2 = Approaching standard	The school is fulfilling all of its legal obligations regarding preK students but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding preK students and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> ____	
<b>Comments:</b>	
<b>Source:</b> Site Visits, Interviews, Quarterly Reports	

<b>3.15 Does the school have a high attendance rate?</b>	
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
<b>Rating:</b> _____	
<b>Comments:</b>	
<b>Source:</b> Annual reports, MDE website (data downloads)	

<b>3.16 Is the school able to maintain a high percentage of teacher retention?</b>	
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)
<b>Rating: ____ Comments:</b>	
<b>Source:</b> Annual report	

<p><b>3.17 Are the school’s teachers and staff participating in a broad base of professional development in service of students’ academic and behavioral needs and supportive of the school’s mission? Types of development opportunities include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>● <b>Required health and safety trainings.</b></li> <li>● <b>IX training processes.</b></li> <li>● <b>Supporting students with IEPs.</b></li> <li>● <b>Supporting English Learners.</b></li> <li>● <b>Mission-related.</b></li> <li>● <b>Equity and cultural relevance.</b></li> </ul>	
1 = Does not meet standard	The school a limited number of training opportunities. Participation in professional development is low, with less than 50% of staff participate in the opportunities.
2 = Approaching standard	The school offers a menu of development opportunities that include required trainings. Participation in most or all of these trainings is presented as optional resulting in low participation (less than 50% of staff participate).
3 = Meets standard	The school offers a menu of development opportunities that include required trainings as well as learning opportunities that forward the school’s academic, behavioral and mission-related priorities. Participation is mandated for required trainings.

4 = Exceeds standard	The school offers a robust menu of development opportunities that include required trainings as well as learning opportunities that forward the school's academic, behavioral and mission-related priorities. Including opportunities for subject-area and curriculum-specific trainings. Participation is mandated for required trainings.
<b>Rating: ____ Comments:</b>	
<b>Source:</b> Annual report (Professional Development Tracking Chart)	

<b>3.18 Does the school generally retain its students from October 1<sup>st</sup> through the close of the school year?</b>	
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
<b>Rating: ____ Comments:</b>	
<b>Source:</b> Annual report, renewal application	

**3.19 Does the school exhibit a high level of parent satisfaction as measured by the following?**

**3.19a The percentage of parents surveyed who “agree” or “strongly agree” that they are satisfied with the school overall. .**

**3.19b Survey response rate**

1 = Does not meet standard

3.19a Less than 70% of parents surveyed indicate they are satisfied with the school overall.

3.19b The school’s survey response rate was less than 20%.

2 = Approaching standard

3.19a 70%-85% of parents surveyed indicate they are satisfied with the school overall.

3.19b The school’s survey response rate was 20-25%.

3 = Meets standard

3.19a 85.1-95% of parents surveyed indicate they are satisfied with the school overall.

3.19b The school’s survey response rate was between 25.1-30%.

4 = Exceeds standard

3.19a 95% or more of parents surveyed indicate they are satisfied with the school overall.

3.19b The school’s survey response rate was greater than 30%.

**3.19a Rating: \_\_\_\_\_**

**3.19b Rating: \_\_\_\_\_**

**Overall Rating: \_\_\_\_\_**

**Comments:**

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

**3.20 Is the school’s physical plant safe and conducive to learning? This includes:**

- **Providing adequate security.**
- **Meeting health and safety code requirements.**
- **Providing accessibility for all students.**
- **Ensuring the facility, furniture and equipment is clean and well-maintained.**
- **Providing appropriate sized spaces for enrollment and student-teacher ratios.**
- **Layout and design meet the academic and social needs of students, teachers, staff, families and the community.**

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) wellmaintained 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

**3.21 Does the school have systems and structures in place, including an effective multi-tiered system of support (MTSS), to effectively identify and support students needing academic and/or behavioral supports in a timely fashion? This includes:**

- **A clear process to identify students needing support, understood and implemented consistently.**
- **A robust system of tiered supports.**
- **Timely execution of these supports.**
- **Use of data to evaluate the effectiveness of supports and the system.**
- **Effective communication between stakeholders (teachers, school staff, families, and students).**

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 understood and 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 understood and 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:** \_\_\_\_\_

**Comments:**

**Source:** Quarterly report, Site visits, ongoing correspondence, interviews

**3.22 There are opportunities and structures in place for families to engage in their child's education that include the following:**

**3.22a Processes to communicate academic performance and other pertinent school information that are accessible to families including the consideration of language needs (e.g. conferences).**

**3.22b Processes to elicit feedback from families are accessible and seek to reach the broader school community including consideration of language needs. Feedback processes include but are not limited to an annual survey.**

**3.22c Opportunities for parents/guardians to support their child's education and/or the school (e.g. volunteering, parent organization, family events).**

1 = Does not meet standard

- a. The school does not have a plan to communicate academic performance and other pertinent school information. Communication is not available in languages other than English.
- b. The school does the school have a plan to elicit feedback from families or the plan reaches only a limited set of families.
- c. Less than 25% of families/guardians participated in any engagement opportunity.

1 = Approaching standard

- a. The school has a plan to communicate academic performance and other pertinent school information, however the implementation of this plan is inconsistent or in the development phase.
- b. The school has a plan for eliciting feedback from families representing the broad school community, however, implementation of this plan is inconsistent or in the development phase.
- c. Between 25.1 - 40% of families/guardians participated in an engagement opportunity.

3 = Meets standard

- a. The school has a comprehensive plan to communicate academic performance and other pertinent school information with families, which is consistently executed. The plan includes an awareness of the language preferences and needs of families and strategies for providing communication multiple languages as needed.
- b. The school has a comprehensive plan to elicit feedback from all families. The plan includes an awareness of the language preferences and needs of families, strategies for providing communication multiple languages as needed and methods for ensuring representation from the broad school community.
- c. Between 40.1 - 55% of families/guardians participated in an engagement opportunity.

4 = Exceeds standard

- a. The school has a comprehensive plan to communicate academic performance and other pertinent school information with families, which is executed with fidelity. School survey data and interviews with families provide evidence of parent satisfaction with home-school communications.
- b. The school has a formalized process to elicit feedback from families reflective of the broad school community, which is executed with fidelity. The school is able to demonstrate how family feedback is reviewed and utilized in a timely manner. School survey data and interviews with families provide evidence of parent knowledge of and satisfaction with feedback opportunities.
- c. More than 55% of families/guardians participated in an engagement opportunity.

**Rating a:** \_\_\_\_\_

**Rating b:** \_\_\_\_\_ **Rating**

**c:** \_\_\_\_\_

**Overall Rating:**

**Comments:**

**Source:** Site visits, ongoing correspondence, interviews

**3.23 Is the school committed to creating a welcoming, inclusive, and equitable environment that is open to all students? This is evidenced by the following:**

**3.23a. Marketing/outreach targets socioeconomically and racially diverse populations, which includes having materials available in multiple languages.**

**3.23b. Enrollment policies and practices are accessible and transparent. Supports are available to families as needed to navigate the application and enrollment process.**

**3.23c. The school demonstrates a commitment to cultivating a board and staff that is reflective of the student population.**

1 = Does not meet standard

- a. 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.
- b. Enrollment policies and practices are not transparent and/or result in accessibility barriers for low income students and students of color.
- c. The board and staff are not representative of the students the school serves.

2 = Approaching standard

- a. The school's marketing strategy includes a plan to recruit students from diverse backgrounds and/or those who are low income. However, implementation of the plan is inconsistent and materials are only available in English.
- b. Enrollment policies and practices are transparent. However, families encounter challenges navigating the enrollment process.
- c. While the board and/or staff are not representative of the students the school serves, the school is committed to recruiting board members and staff who are representative and has identified recruitment strategies to this end.

3 = Meets standard

- a. 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.
- b. School enrollment policies and practices are clear and easily navigated by families. Methods for accessing support for families needing assistance are readily apparent.
- c. The school employs strategies to recruit and retain board members and staff who are representative of the student population. Board and staff composition reflect these efforts.

4 = Exceeds standard

NOT APPLICABLE

**Rating a:** \_\_\_\_\_

**Rating b:** \_\_\_\_\_

**Rating c:** \_\_\_\_\_ **Overall**

**Rating:** \_\_\_\_ **Comments:**

**Source:** Quarterly report, Site visits, ongoing correspondence, interviews

### **Attachment #3 – Articles of Incorporation**

#### **ARTICLES OF INCORPORATION OF SPERO ACADEMY (The "Corporation")**

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statute, Chapter 317A.

#### **ARTICLE I. - NAME**

The name of this corporation is Spero Academy.

#### **ARTICLE II. - REGISTERED OFFICE ADDRESS**

The place in Minnesota where the principal office of the corporation is located is: 2701 California St. N.E., Minneapolis, MN 55418.

The registered office of this corporation, at which the general business of this corporation shall be transacted and where the records of this corporation shall be kept, shall be at such place in the State of Minnesota as shall be fixed from time to time by duly adopted resolutions of the Board of Directors.

#### **ARTICLE III. - PURPOSE**

This corporation is organized exclusively for charitable, educational, and/or scientific purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Without limiting the foregoing, the sole purpose of this corporation is to operate as a public charter school under the laws of the State of Minnesota.

#### **ARTICLE IV. - EXEMPTION REQUIREMENTS**

At all times the following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that organization shall be authorized and empowered to pay reasonable compensation for services rendered and to

make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.

2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

## **ARTICLE V. - MEMBERSHIP/BOARD OF DIRECTORS**

This corporation shall not have members with voting rights.

The management of the affairs of the corporation shall be vested in a Board of Directors, as defined by the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the Board of Directors shall be no fewer than five (5) and no more than eleven (11) members.

Members of the Board of Directors shall serve until removed, or until their successors have been duly elected or appointed and qualified, as provided in the Bylaws.

## **ARTICLE VI. - PERSONAL LIABILITY**

No member, officer, or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the payment of the debts or obligations of this corporation.

## **ARTICLE VII. – EFFECT; DURATION/DISSOLUTION**

The duration of the corporate existence shall be perpetual until dissolution.

At the time of dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all debts, obligations, liabilities, costs and expenses of the corporation, dispose of the remaining assets of the corporation; provided, however, that in no case shall a liquidation, transfer or disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Code, and all assets shall be turned over and transferred to one or more organizations qualified as exempt pursuant to 501(c)(3) of the Internal Revenue Code, or to the State of Minnesota or any political subdivision thereof for exclusively public purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of December, 2022.



Katie Rose Kammerde, Board Secretary

## Attachment #4 – Bylaws

### Bylaws – Spero Academy

*ADOPTED JANUARY 24, 2023*

#### **Article I: Purpose**

Spero Academy, a Minnesota nonprofit Corporation, (referred to herein as the "**School**" or the "**Corporation**"), has as its purpose education within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to, the establishment of a charter school under the laws of the State of Minnesota.

**Section 1.** This Corporation has a non-discrimination policy as to students and does not discriminate against applicants or students on the basis of race, color, gender, national or ethnic origin.

**Section 2.** The name of the Corporation, or the names of any Board members in their official capacities, shall not be used in connection with any commercial concern, partisan interest, or other purpose, not appropriately related to promotion of the objects of the Corporation.

**Section 3.** The Corporation may cooperate with other organizations and agencies concerned with the welfare of children but persons representing the Corporation in such matters shall make no commitments, absent authority previously granted by the Board of Directors, that bind the Corporation.

**Section 4.** The Corporation by-laws shall comply with Minnesota state law.

#### **Article II: Office**

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The Corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the Corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

#### **Article III: Board of Directors**

**Section 1. Number of Directors.** The Board of Directors shall consist of not fewer than five (5) nor more than eleven (11) unrelated Directors, excluding *ex officio* non-voting Directors, if any, as determined by the Board from time to time. The Board composition may ideally consist of a roughly even mix of general and special education professionals, Spero Academy staff teachers, parents or legal guardians of children currently enrolled at Spero Academy, and community representatives in addition to the Executive Director. The composition of the Board shall be in compliance with Minn. Stat. Section 124E.07, Subd. 3 (or successor statute), provided that (a) in no circumstance will teachers, parents, or community members comprise a majority of the Board

of Directors, and (b) other than as set forth in the foregoing, in no circumstance will any specific majority be required.

**Section 2. Powers.** The Board of Directors shall conduct or direct the affairs of the Corporation and exercise its powers, subject to the limitations of Minn. Stat. Chapter 317A and Minn. Stat. Section 124E (or successor statutes), the Articles of Incorporation, these Bylaws, and by any other controlling law. The Board of Directors may delegate the management of the activities of the Corporation to others. The Board may exercise all powers of the Corporation and perform all acts which are not prohibited by law, by the Articles or by these Bylaws, all as may be amended including, but not limited to, the following specific powers:

- A. To select and remove officers, agents, and employees of the Corporation; to prescribe powers and duties for them;
- B. To manage, and oversee the affairs and activities of the Corporation, and to make rules and set policies;
- C. To enter into contracts, leases, and other agreements which are, in the judgment of the Board of Directors, necessary or desirable in obtaining the purposes of promoting the interests of the Corporation;
- D. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
  - 1. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidence of debt and securities; and
  - 11. To remove Directors.

**Section 3. Election of Directors.** Election of Directors shall take place as follows:

- A. **Staggered Terms.** The election of Directors shall be held in compliance with Minn. Stat. Section 124E.07 (or successor statute). Except for *ex officio* non-voting Directors, the Board of Directors shall be divided into three (3) classes of Directors so that the terms of office of approximately one-third (1/3) of the Directors shall expire each year, at approximately the end of the fiscal year, such that each Director will hold office for a term of approximately three (3) years. The Board Secretary shall maintain a schedule of the classes and terms of office for all seats on the Board of Directors.
- B. **Eligible Voters and Voting.** To the extent required by applicable law, staff members and teachers who are employed by the Corporation at the time of the election, teachers providing instruction under a contract with a cooperative, existing Directors of the Corporation, and parents/legal guardians of students enrolled at the School at the time

of the election, may participate in the annual election of Directors. An individual who falls into multiple categories (i.e. parent/legal guardian who is also an employee of the Corporation) shall have the right to exercise one (1) vote.

The Board of Directors will determine the method for voting, which may include inperson election, written ballots, email or online voting, telephonic voting, or other method, provided that the Board of Directors will endeavor to implement a method of voting that is reasonably likely to enable participation by the maximum number of eligible voters.

- C. Notice of Election. Notice of the election shall be given to all eligible voters pursuant to the requirement of Minn. Stat. 124E.07 Subd. (5) (or successor statute) by posting notice on the School web site, or by other reasonable means determined by the Board, at least thirty (30) days prior to the election.
- D. **Application Process.** At least 90 days (three months) before each election, the Board shall solicit applications for the Director positions to be filled at such election. No applicant will be eligible to run for a Director if, at the time of application (i) such person is under age 21, (ii) such person is enrolled as a student in the Corporation, (iii) such person is a former employee of the Corporation whose employment contract expired and was not renewed, or whose employment was terminated, or (iv) such person, or an immediate family member of such person, who has been a party to litigation or legal action adverse to the Corporation (but not including legal claims instituted by a parent of a student at the Corporation that involve the student's education) at any time during the five (5) year period prior to the application. The Governance Committee shall compile a list of applicants with a brief statement of their qualifications and provide the list to the Board of Directors and all eligible voters at least ten (10) days before the election.

#### **Section 4. Term of Office.**

- A. Elected Directors shall hold office until the expiration of the term for which they were elected or appointed and until a successor is elected or until the death, resignation or removal or disqualification of the Director from office, whichever occurs first provided, however, that:
  - 1. A parent/legal guardian may serve as a Director only so long as the parent/legal guardian has a child enrolled at the Corporation. If a parent/legal guardian unenrolls his child during his/her term of office, or is hired by the School as an employee, or begins teaching at the School pursuant to a contract between the School and a cooperative, his/her position as Director will cease immediately. The Board shall note the removal of such Director from office at the next regular meeting of the Board.
  - ii. A teacher employed by the Corporation, or who provides instruction at the School pursuant to a contract between the School and a cooperative, may serve as a Director only so long as he/she is an employee of the Corporation.

If an employee of the Corporation also has a child who is a student of the Corporation, such employee is eligible to hold a teacher Director position, but ineligible to hold a parent Director position. If a teacher ceases being employed by the Corporation, or ceases teaching in the School, during his/her term of office, his/her position as Director will cease immediately. The Board shall note the removal of such Director from office at the next regular meeting of the Board.

u1. A Director appointed to fill a vacancy shall hold office until the expiration of the term of the vacated office.

1v. Directors may be reelected to successive terms and may serve simultaneously as officers. The Board of Directors may exercise all their powers notwithstanding any vacancy or vacancies in their number, provided that the Board will proceed with reasonable diligence to appoint Directors to fill vacancies, subject to the availability of willing and qualified replacements (i.e. a parent must be appointed to fill a vacant parent Director position).

**Section 5. Resignation of a Director.** Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified, the acceptance of such a resignation shall not be necessary to make it effective.

**Section 6. Removal of Directors.** A Director may be removed with or without cause as provided by Minn. Stat. Chapter 317A (or successor statute) by an affirmative majority vote of the Directors then in office, excluding the Director proposed for removal. The Board of Directors may remove any Director who has failed to attend four (4) consecutive regular meetings of the Board.

**Section 7. Vacancies.** A Board vacancy shall exist if any Director becomes ineligible (i.e. due to withdrawal of a student or cessation of employment), dies, resigns, or is removed. It is the responsibility of the Board of Directors to fill vacant positions as promptly as possible. Unless otherwise provided by Minn. Stat. Section 317A227 (or successor statute), any vacancy on the Board of Directors shall be filled by the appointment of a new Director by the affirmative vote of a majority of the then-remaining Directors present at a duly noticed meeting. The Governance Committee shall nominate candidates and make recommendations to the Board to fill vacancies on the Board; provided, however that the Board may also consider candidates to fill a vacancy other than those nominated and/or recommended by the Governance Committee. A Director filling a vacancy shall hold office as set forth in Article III Section 5 above.

**Section 8. Compensation.** Directors shall not receive compensation for their services. However, the Directors of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to the Corporation as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interests of the Corporation.

## **ARTICLE IV**

### **MEETINGS OF THE BOARD OF DIRECTORS**

**Section 1. Open Meetings.** Meetings of the Board of Directors and all standing and ad hoc committees shall comply with the Minnesota Open Meeting Law, Minn. Stat. Section 13D, as amended (or successor statute); provided, however, that if a committee does not contain a majority of the Directors of the

Corporation, or if such committee is not empowered to make decisions on behalf of the Board of Director, such committee is not obligated to comply with the Open Meeting Law.

**Section 2. Place of Meetings.** Board meetings may be held at the Corporation's principal office or at any other reasonably convenient place as the Board may designate.

**Section 3. Regular Meetings.** Regular meetings shall be held from time to time as designated by the Board but are generally held on the fourth Tuesday of each month. The Board of Directors shall meet no less than ten (10) times per fiscal year. The calendar of regular board meetings shall be posted on the Corporation's web site.

**Section 4. Special Meetings.** Special meetings of the Board of Directors may be called by the Board Chair at any time for any purpose. The Board Chair shall call a special meeting of the Board of Directors upon the written request of one-half (1/2) of the Directors. Any Director may call a special meeting in accordance with Minn. Stat Section 317A.231 (or successor statute).

**Section 5. Cancellation of Meetings.** The Board Chair may cancel a meeting with reasonable cause.

**Section 6. Adjournment.** A majority of the Directors present at a meeting may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given if the time and place is fixed at the meeting being adjourned and recorded in the minutes of that meeting.

**Section 7. Notices of Meetings.** Notices of meetings of the Board meetings shall be given as follows:

- A. Regular Meetings. A schedule and the location of regular meetings of the Board shall be provided to each Director, shall be posted on the school web site, and shall be kept on file at the Corporation's principal office. If the Board holds a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, the same notice shall be given as if the meeting were a special meeting pursuant to paragraph b below.
- B. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson of the Board on three days' notice to each Director. Written notice of the date, time, place and purpose of a special meeting shall be delivered to each Director by email, posted on the web site or principal bulletin board of the Corporation (or, if the School has no Principal bulletin board, then the main entry or other prominent place), and emailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the Secretary. This notice shall be posted and mailed or delivered at least three (3) days before the day on which the meeting is to be held, or such other period specified by applicable law if the special meeting is being called by a Director in accordance with Minn. Stat. Section 317A.231 (or successor statute).
- C. Other Methods. Notice to Directors shall be delivered personally, sent by facsimile communication, sent by electronic mail, posted on an electronic network together with a separate notice to the Director of the specific posting, mailed, first class, postage prepaid, or such other methods as are fair and reasonable as determined in the sole discretion of the Secretary of the Corporation. Whenever written notice to Directors provides less than five (5) days' prior written notice of the meeting, excluding the date

of the meeting, reasonable effort shall be made to notify Directors by telephone, text, or other electronic means, of the meeting at the time of giving written notice, but the failure to contact any Director(s) by such means shall not affect the validity of the meeting or any action taken at such meeting. The Corporation may provide such other notices of meetings to parents/legal guardians of students enrolled at the Corporation, employees of the Corporation, and other members of the public, as the Secretary or the Board may from time to time determine.

- D. **Actual Notice.** If a person receives actual notice of a meeting of the Board at least twenty-four (24) hours before the meeting, all notice requirements of this Article are satisfied with respect to that person, regardless of the method of receipt of notice,

**Section 8. Agendas for Meetings.** The Executive Director and the Board Chair shall set the agendas for regular meetings of the Board of Directors. Any Director, parent/legal guardian of a student enrolled in the Corporation, employee of the Corporation, or student enrolled in the Corporation may request that an item be placed on the agenda of the next regular Board of Directors meeting by contacting the Board Chair in writing, by phone, or via email with such request not less than five (5) days prior to the scheduled meeting, provided that the Board Chair will not be required to place any item on the agenda that was not requested by another Director. The person calling a special meeting may prepare an agenda, provided, however, that the notice of a special meeting is not required to state the agenda. Any business of the Corporation within the scope of the purpose of the special meeting stated in the notice of such special meeting, may be discussed or conducted at a special meeting.

**Section 9. Public Comment at Meetings.** The Board of Directors may elect to reserve a reasonable time at any regular meeting for comments and requests for business to be brought before the Board by parents/legal guardians of students enrolled in the Corporation, employees of the Corporation, students enrolled in the Corporation, and interested community members. The Board may reasonably limit individual speaking times, establish a public comment protocol and determine rules to be followed by the public during a Board meeting. The Board may, but is not required to, reserve time for public comment at a special meeting.

**Section 10. Minutes.** The minutes of meetings of the Board shall record all votes taken at the meeting. The minutes shall record the vote of each Director on appropriations of money, except for payment of judgments and amounts fixed by statute. After the Minutes have been reviewed and approved by the Board, Minutes of Board meetings shall be available to the public during all normal business hours where records of the Corporation are kept and will be posted on the Corporation's web site.

**Section 11. Public Copies of Directors' Materials.** At least one copy of any printed materials relating to all agenda items of each meeting of the Board of directors, excluding agenda items for closed meetings or closed portions of meetings, prepared or distributed by or at the direction of the Board or its employees and distributed at, before or available during the meeting to all Directors shall be available in the meeting room for inspection by the public while the Board considers their subject matter. This section does not apply to materials classified by law as other than public, or to materials relating to the agenda items of a closed meeting.

**ARTICLE V**  
**ACTION BY THE BOARD OF DIRECTORS**

**Section 1. Quorum.** A quorum consists of a majority of the Directors currently in office.

**Section 2. Action by the Board.** The actions taken and the decisions made by a majority vote of the Directors present and entitled to vote at a meeting duly held at which a quorum is present, are the actions and decisions of the Board of Directors unless a greater or lesser vote is required for the specific action as set forth in these Bylaws, the Articles of Incorporation, or by law.

The Board of Directors may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw or are removed, provided that any action taken is approved by a majority of the then-remaining Directors. Each Director shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board of Directors. If a quorum is not present at a meeting of the Directors, the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Voting by proxy shall not be allowed.

## **ARTICLE VI**

### **COMMITTEES AND PURPOSE**

**Section 1. Committees.** The Board of Directors may maintain committees at its discretion. Directors may be part of one or more committees, provided, however, that no committee will contain a number of Directors that would constitute a quorum of the Board of Directors. Unless specifically set forth in a resolution creating a committee, committees shall be advisory only, and shall not have authority to conduct the business of the Corporation, nor make resolutions or decisions for the Corporation.

The standing committees of this Corporation shall include, but are not limited to, Governance/Personnel, Finance, Marketing/Communication, Accountability and Facilities. The Board of Directors may delegate powers and responsibilities to these committees as the Board deems appropriate. Members of these committees need not be Board members.

**Section 2. Election and Removal of Committee Chairs.** Committee Chairs and committee members shall be appointed by the Board Chair and shall serve at the sole discretion of the Board of Directors.

**Section 3. Action by Committees.** Unless otherwise stated in the resolutions creating it or in these Bylaws, committee actions shall be taken only upon the affirmative vote of a majority of committee members. Failure of a committee to reach an agreement upon any issue before it shall require the referral of such issue to the entire Board of Directors. Committee actions are recommendations until approved by the full Board of Directors.

**Section 4. Committee Meetings.** The activities of all committees of the Corporation shall be conducted in such manner as will advance the best interests of the Corporation. Except as specifically set forth herein, the provisions of these Bylaws shall apply to committees and its members to the same extent they apply to the Board of Directors and Directors. Each committee shall meet at such times and places as agreed to by all members of the committee, or otherwise as provided by its rules or by resolution of the Board of Directors. Notice of committee meetings shall be given to each committee member a reasonable time in advance of such meeting, except that (a) if the time, date and location of a committee meeting was announced at a previous committee meeting, no notice is required, and (b) if all committee members attend the meeting, notice is deemed to have been waived by all members. The meetings of all committees shall be open to attendance and participation by all Directors, but only members of the committee may vote. Committee chairs shall submit minutes of all committee meetings to the Secretary of the Corporation.

**Section 5. Quorum.** A quorum for any committee meeting shall be a majority of the voting members of the committee of record.

**Section 6. Control by the Board of Directors.** Each committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall not be effective until approved by the Board, subject to revision and alteration by the Board of Directors.

## **ARTICLE VII PARLIAMENTARY AUTHORITY**

The Board of Directors will generally follow *Robert's Rules of Order Newly Revised*, or similar framework, in the conduct of its meetings. The failure to strictly follow parliamentary procedure, including any procedures established in *Robert's Rules of Order*, will not invalidate an action of the Board.

## **ARTICLE VIII OFFICERS AND DUTIES**

**Section 1. Officers.** The officers of the Corporation shall consist of a Chair, Vice-Chair Secretary and Treasurer,

- A. The Chair shall:
  - 1. Act as the chair of the Board of Directors and exercise the functions of the office of the President of the Corporation;
  - 11. Preside at all meetings of the Board of Directors or arrange for another officer to preside in the following order: Vice-Chair, Secretary, Treasurer; Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation;
  - iii. Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts, or other instruments requiring an officer's signature, with the advice and consent of the Board of Directors;
  - 1v. Have the general powers and duties usually vested in the office of the president; and
  - v. 6. Have such other powers and perform such other duties as are prescribed by Minn. Stat. Section 317A.305, subd. 2 (or successor statute), and as the Board of Directors may from time to time prescribe.
- B. The Vice-Chair shall:
  - 1. Understand the responsibilities of the Board Chair and perform the duties of the Board Chair in the absence or disability of the chairperson;
  - ii. Serve on the Governance Committee and chair selected committee(s) as designated by the Board Chair;

- iii. Serve as back-up signatory to the Board Chair on all legal or required documents
- C. The Secretary shall:
- i. Maintain the office of the Corporation
  - ii. Be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings;
  - iii. Give, or cause to be given, notice of all meetings of the Board of Directors; iv. Distribute copies of minutes and agendas to all Board members;
  - v. Maintain the documents and records of the Corporation; and
  - vi. May attest with a signature any certificates and written contracts of the Corporation
  - vii. Perform such other duties as may be prescribed by the Board or the Board Chair from time to time,
- D. The Treasurer shall:
- i. Perform the duties of Chief Financial Officer of the Corporation;
  - ii. Make a report on the Corporation's finances and all transactions made as Chief Financial Officer at each regular Board meeting;
  - iii. Chair the Board's Budget and Finance Committee;
  - iv. Oversee accurate accounts of all monies of the Corporation received or disbursed;
  - v. Verify the deposit of all monies, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as the Board of Directors shall designate from time to time;
  - vi. Have the care and custody of the corporate funds and securities;
  - vii. Disburse the funds of the Corporation as ordered by the Board of Directors, making proper vouchers of those funds; and
  - viii. Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors or by the Board Chair.

**Section 2. Election, Eligibility and Term of Office.**

- A. The Board of Directors shall elect a Chair, a Vice-Chair, a Secretary and a Treasurer annually, at a regular meeting, or at a special meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

- B. Eligibility. An officer shall be a Director unless this requirement is waived by a vote of a majority of Directors then in office.
- C. Term of Office. Terms of office shall be for one (1) year beginning July 1st in the year elected. Any officer may serve consecutive terms as determined by the Board of Directors. An officer who ceases to be a Director shall cease to hold office as soon as the successor is elected.
- D. Removal and Resignation. The Board of Directors may remove an officer, either with or without cause, at any time, by an affirmative vote of two-thirds (2/3) of the Directors currently in office. An officer may resign at any time by giving written notice to the Board of Directors, the resignation taking effect on receipt of notice or at a later date as specified in the notice.

## **ARTICLE IX**

### **RESPONSIBILITIES OF DIRECTORS**

#### **Section 1. Duty of Care.**

- A. Performance of Duties. Each Director shall perform all duties of a Director, including duties on any Board Committee, in good faith, in accordance with the mission of the Corporation, in a manner the Director believes to be in the Corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
- B. Reliance on Others. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, presented or prepared by:
  - 1. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
  - ii. Legal counsel, independent accountants, or other persons as to matters that the Director believes are within the person's professional or expert competence; and
  - iii. A Board Committee on which the Director does not serve, as to matters within its designated authority, provided the Director believes the Committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without the knowledge that would cause such reliance to be unwarranted.
    - a) Investments. In investing and dealing with all assets held by the Corporation for investment, the Board of Directors shall exercise the standard of care described above and avoid speculation, looking instead

to the permanent disposition of funds, considering the probable income, as well as the probable safety of the Corporation's capital. The Board of Directors may delegate its investment powers to others, provided that those powers are exercised with the ultimate direction of the Board of Directors. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the Corporation.

- b) Rights of Inspection. Every Director has the right to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice,

and provided that such right of inspection and copying is subject to the obligation *to* maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state, *or* local law.

- c) Participation in Voting. Every Director has the right to participate in the discussion and vote on all issues before the Board of Directors, except as provided below with respect to conflicts of interest.
- d) Responsibilities of a Board Member.
  - i) Uphold the mission of the Corporation;
  - ii) Come to meetings well-prepared and informed;
  - iii) Support the Corporation by attending Corporation events and participating in Corporation activities;
  - iv) Respect confidentiality;
  - v) Understand long-range effects of decisions;
  - vi) Maintain up-to-date knowledge of activities;
  - vii) Visit the school to see its impact first-hand;
  - viii) Act in the best interests of the Corporation as a whole; and
  - ix) Promote the Corporation within the community,

**ARTICLE X**  
**NON-LIABILITY OF DIRECTORS**

The Directors shall not be personally liable for the Corporation's debts, liabilities, or other obligations. All persons, Corporations, or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment, or decree, or of any money that may otherwise become due to them from the Corporation.

**ARTICLE XI**  
**INDEMNIFICATION OF CORPORATE AGENTS**

Each Director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as a Director, officer, partner, employee, representative, or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minn. Stat. Section 317A.521 (or successor statute) ; provided that the foregoing shall not limit liability of a Director to the Corporation under Minnesota Statutes Section 124E.07, Subd. 3(c). The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. The Corporation shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law.

This section is and shall be for the sole and exclusive benefit of the individuals designated in this Article and no individual, firm, or entity shall have any rights under this Article by way of assignment, subrogation, or otherwise, whether voluntarily, involuntarily, or by operation of law.

**ARTICLE XII**  
**INSURANCE**

The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director or an officer, , of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minn. Stat. Section 317A.521 (or successor statute), the Articles of Incorporation or these Bylaws.

The Corporation may purchase and maintain insurance on behalf of any person who is or was an employee or agent of the Corporation against any liability asserted against or incurred by such person in his or her official capacity arising out of that status whether or not the Corporation would have the power to indemnify such person(s) against liability under Minn. Stat. Section 317A.521 or successor statute, the Articles of Incorporation or these Bylaws.

**ARTICLE XIII**  
**SELF-DEALING TRANSACTIONS AND CONFLICTS OF INTEREST**

**Section 1. Conflict of Interest Policy.** Each Director shall certify that he/she has read, is in compliance with, and will abide by, the Conflicts of Interest Policy attached to these Bylaws. Each Director and Officer shall promptly complete and forward to the Board such annual or more frequent written disclosures as may be required from time to time by Board Resolution and/or policy.

**Section 2. Periodic Review.** The current Conflict of Interest Policy is attached as Exhibit B and incorporated herein by reference. The Board of Directors shall review the Conflict of Interest Policy periodically, with advice of legal counsel for the Corporation, to ensure it complies with applicable Laws as enacted and/or amended from time to time.

**Section 3. Annual Disclosure Statement.** On an annual basis, each Director shall review the Conflict of Interest Policy adopted by the Board of Directors and complete an Annual Disclosure Statement including the information listed in the Annual Disclosure Statement attached as Exhibit A.

**ARTICLE XIV**  
**FINANCIAL MATTERS**

**Section 1. Fiscal Year.** The fiscal year of the Corporation begins on July 1 of each year and ends on June 30 of the following year.

**Section 2. Execution of Instruments.** Except as otherwise provided in these Bylaws, the Board of Directors may adopt a resolution authorizing any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of, or on behalf of; the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power to bind the Corporation by any contract or engagement, to pledge the Corporation's credit, or to render it liable monetarily for any purposes or any amount.

**Section 3. Checks and Notes.** Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders of the payment of money, and other evidence of indebtedness of the

Corporation may be signed by the Chair, the Vice Chair, the Treasurer, the Secretary, or the Corporation's School Executive Director.

**Section 4. Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

**Section 5. Corporate Seal.** The Corporation shall not have a corporate seal.

**Section 6. Documents Kept at Registered Office.** The Board of Directors shall cause to be kept at the registered office of the Corporation, and posted on the Corporation's web site as required by law, originals or copies of:

- A. Records of all proceedings of the Board of Directors and all Board committees;
- B. Records of all votes and actions of the Directors;
- C. All financial statements of the Corporation; and
- D. Articles of Incorporation and Bylaws of the Corporation and all amendments and restatements of those Bylaws.

## **ARTICLE XV ADOPTION AND AMENDMENT OF BYLAWS**

The Corporation's governance model as set forth in these Bylaws and/or otherwise required by law may be changed only by a majority vote of the Board of Directors and otherwise in accordance with applicable law.

Any change in Board governance shall conform to the Board structure set forth in Minn. Stat. Section 124E.07, as amended (or successor statute).

## **ARTICLE XVI MISCELLANEOUS PROVISIONS**

**Section 1. Construction and Definitions.** These Bylaws shall be construed to conform to the laws of the State of Minnesota.

**Section 2. Force Majeure.** The Board of Directors may waive or modify provisions of these Bylaws to the extent reasonably necessary or prudent to enable the School and the Board of Directors to carry on with business operations or governance in times of war, famine, extreme weather, pandemic, or similar occurrences.

**Section 3. Interpretation.** Any provision of these Bylaws which may become prohibited or unenforceable under Minnesota law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also

be construed in a manner which renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms), under applicable law.

## **ACKNOWLEDGMENT**

The undersigned officer of this Corporation, does hereby certify that the foregoing Bylaws, including the attached Conflict of Interest Policy, were adopted as the complete Bylaws of this Corporation by its Board of Directors by resolution at a meeting dated January 24, 2023.

  
\_\_\_\_\_  
Title: Spero Academy Board Chair

## **EXHIBIT A**

### **CONFLICT OF INTEREST ANNUAL DISCLOSURE STATEMENT**

1. I am a member of the Board of Directors, a member of a committee with Board- delegated duties, or an Officer of Spero Academy (the "**Corporation**").
2. I have received a copy of the current Conflict of interest Policy adopted by the Corporation.
3. I have read and I do understand the Policy.
4. I agree to comply with the Policy.
5. I understand that the Corporation is a Minnesota public charter school and charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. I agree to refrain from any conflicts of interest or appearance of conflicts of interest between the Corporation and myself, and to disclose any such conflicts of interest or appearance of conflicts of interests prior to any decision by the Board of Directors or any committee of the Corporation.

\_\_\_ I am not aware of any conflict of interest.

\_\_\_ I have, or potentially have, a conflict of interest in the following area(s):

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Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: -----' 202 .

**EXHIBITB**

**CONFLICT OF INTEREST POLICY**

Purpose. The purpose of this policy is to observe state statutes regarding conflict of interest for charter school board members and to engage in charter school business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

2. General Statement of Policy. It is the policy of the charter school Board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof.

3. Conflict of Interest, Statutory Requirements. The Board will update this policy regularly to ensure compliance with the current Minnesota statutory requirements regarding conflict of interest (Minn. Stat. §124E.07, subd.3 and 124E.14, which read as follows:

***124E.07 Subd. 3(b) and (c) Membership  
Criteria***

*(b) An individual is prohibited from serving as a member of the charter school board of Directors if (1) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with*

*whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. An individual may serve as a member of the board of Directors **if** no conflict of interest exists under this paragraph, consistent with this section.*

*(c) A violation of paragraph (b) renders a contract voidable at the option of the commissioner or the charter school board of Directors. A member of a charter school board of Directors who violates paragraph (b) is individually liable to the charter school for any damage caused by the violation.*

#### ***124E.14 Conflict of Interest***

*(a) No member of the board of Directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:*

- (1) the board member, employee, officer, or agent;*
- (2) the immediate family of the board member, employee, officer, or agent;*
- (3) the partner of the board member, employee, officer, or agent; or*
- (4) an organization that employs, or is about to employ any individual in clauses (1) to (3).*

*Has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.*

*(b) The conflict of interest provisions under this section do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of Directors.*

4. General Prohibitions and Recognized Statutory Exceptions. A Director shall not voluntarily nor knowingly have a personal financial interest in any contract between the Corporation and any entity that provides good, professional services, or facilities to the Corporation.

5. Determination as to Whether a Conflict of interest Exists. The determination as to whether a conflict of interest exists is to be made by the BOD. Any BOD member who believes he or she may have an actual or potential conflict shall notify the BOD of such conflict immediately. The BOD member shall thereafter cooperate with the BOD as necessary for the BOD to make its determination.

## Attachment #5 –Admissions Policy and Procedures

Adopted: December 20, 2001  
Reviewed: July 2022  
Next Review Date: July 2025



### 900 OPEN ENROLLMENT

#### I. PURPOSE

The purpose of this policy is to ensure the practice of a fair and equitable enrollment process at Spero Academy that is in accordance with Minnesota State Statutes.

#### II. GENERAL STATEMENT OF POLICY

- a. Spero Academy is a public charter school. Enrollment policies comply with the admission requirement of Minn. Stat § 124E.11 or its successor statute. Enrollment in the school district is open to all students, without regard to race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, disability, or any other factors including intellectual ability or measures of achievement or aptitude.
- b. Definition of Enrollment: A student is considered enrolled in the school district when the student's name has been selected as set forth in this policy.
- c. Enrollment Process:
  - i. Available Enrollment Capacity: The Board will determine the enrollment capacity for each year based on anticipated capacity within each grade level and within each program.
  - ii. Application for Admission:

The school district allows an on-line enrollment application or a paper enrollment application for potential students. All applications are date stamped. Applicants to the school district must apply for a specific grade at either the Minneapolis campus or the Brooklyn Park campus, and must supply the information requested on the Admission Application during the enrollment period. The enrollment period for a school year falls between July 1 and the last day of January of the prior school year. Admission Applications may be submitted via electronic submission, in person, or by mail. Enrollment closes at midnight the last day of January.
  - iii. Enrollment Preferences:

The school district will comply with Minn. Stat § 124E. 11(c) and shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents.
  - iv. Enrollment Eligibility:

The school district follows Minn. Stat § 120A.20(b) and

    - a) will not accept students into a Kindergarten class unless they are at least five years of age on September 1st of the calendar year in which the school year for the pupil seeks admission commences;

- b) will not accept a first-grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten.

v. Enrollment Limitations:

The school district's enrollment limitations comply with Minn. Stat § 124E.11 subd.(a)3. The Spero Academy Board of Directors has determined that only current residents of Minnesota may be included in the lottery.

d. Lottery Procedures:

If the number of applications received during the open enrollment period exceeds the available enrollment capacity as established by the Board and all Preferred Applicants have been admitted, then a general lottery will be held within one week after expiration of the enrollment period. All applications for each such grade(s) from current residents of Minnesota received before the expiration of the enrollment period are included in the general lottery. Applicants may only apply for admission into one campus and the one grade/class level and program into which the applicant will matriculate the next school year.

The school district conducts all lotteries through a method of random selection.

Students are admitted to the school in the order in which they are numbered in the lottery in accordance with Minn. Stat § 124E.11(b).

e. Waiting List:

Each campus has two waiting lists: (a) a waiting list for preferred applicants, and (b) a general applicant waiting list.

Preferred Applicants are admitted to available spaces in the order in which applications were received by the school. If there are no applicants on the preferred applicant waiting list, students from the general waiting list are admitted to available spaces in the order in which the application was received by the school.

The general waiting list does not carry over from year to year. A student may simultaneously be on two separate waitlists for two separate academic years, i.e. if a student is not accepted by July 1 of any year, that student can re-apply to the school district for the next academic year without giving up their position on the current academic year waitlist. The school board reserves the right to close admission in accordance with Minn. Stat § 124E.11.

f. Accepting and Confirming Enrollment:

Students are offered admission or notified of their status on the waitlist by letter.

Submitting an application to the school district will not take a student out of their current school enrollment until registration is completed. The student's current school will not be notified until the school district receives an acceptance of an offer of admission. A student must return the school district enrollment form by the deadline specified in the Offer of Admission letter. Once the acceptance of enrollment form is received by the school, the student is considered enrolled in Spero Academy.

If the school district does not receive a response of acceptance by the specified deadline, the student is placed at the end of the wait list.

g. Rejection of Enrollment:

If a family declines admission to Spero Academy after an offer of admission is made, the student's name will be removed from the waitlist. If a family declines admission and then

chooses to reapply, the enrollment period criterion applies and the student will be considered for admission for the next academic school year.

***Legal References:***

*Minn. Stat. Section 124E.11 (Admission Requirement and Enrollment)*

*Minn. Stat. Section 363.13 (Human Rights-Educational Institution)*

*Minn. Stat. Section 363A.14 (Human Rights-Aiding and Abetting and Obstruction)*

*Title VI of the Civil Rights Act of 1964*

*Title IX of the Education Amendments of 1972*

*Section 504 of the Rehabilitation Act of 1973*

*Title II of the Americans with Disabilities Act of 1990*

*Part B of the Individuals with Disabilities Education Act (IDEA)*

## **Attachment #6 – Insurance Coverage Types and Amounts**

**The school shall maintain the types and amounts of insurance required by 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.

**Attachment #7 – Compliance Agreement**

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

Donna J. Piazza  
Donna J. Piazza | Jun 26, 2023 15:49 (EST)

\_\_\_\_\_  
Name, Board Chair

Diana  
Diana | Jun 26, 2023 16:41 (EST)

\_\_\_\_\_  
Name, Board Secretary

Karon Marshall  
Karon Marshall | Jun 26, 2023 16:43 (EST)

\_\_\_\_\_  
Name, Board Treasurer

Stacy  
Stacy | Jun 26, 2023 17:22 (EST)

\_\_\_\_\_  
Name, Board Member

James J. Lawrence  
James J. Lawrence | Jun 26, 2023 18:09 (EST)

\_\_\_\_\_  
Name, Board Member

Carolyne Fritz  
Carolyne Fritz | Jun 26, 2023 18:54 (EST)

\_\_\_\_\_  
Name, Board Member

\_\_\_\_\_  
Name, Board Member

\_\_\_\_\_  
Name, Board Member

\_\_\_\_\_

Date

\_\_\_\_\_

6/30/2023

\_\_\_\_\_

Date

## **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**

## **NOTICE OF CONTRACT RENEWAL**

February 13, 2023

Board of Directors  
Spero Academy  
2701 California St. NE  
Minneapolis, MN 55418

Dear Board of Directors and Executive Director Pangal:

This letter serves as a notice of charter contract renewal for Spero Academy. **The University of St. Thomas (St. Thomas) is extending a 5 year contract renewal to Spero Academy as a result of the school's strong performance in academics, finance and governance.** We have included a draft contract for your review and look forward to working with you to make any necessary revisions and prepare a final contract for approval at your May board meeting.

Attached you will find St. Thomas's evaluation of Spero Academy's performance for the most recent contract period (SY2019-SY2022). The scores issued in the evaluation report are calculated using data collected in the school's application for renewal, annual reports and audits, authorizer site visits, financial statements, board packets and other documentation provided by the school throughout the contract period.

In order to assess the performance of the school, St. Thomas rates several indicators in three major categories: Academic Performance, Financial Viability, and Organizational Effectiveness. 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 the school's charter contract. The assessment system uses the following four-point rating scale:

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

St. Thomas expects the schools it authorizes to score at or above a 3.0, meets standard, in all areas of its accountability plan. Please keep in mind that an overall score of 4.0, exceeds standard, is not possible as many compliance indicators are scored out of three. Below is a brief summary of the school's performance in the three major categories.

Overall, St. Thomas believes Spero has an effective educational program and is meeting the needs of students. Over the course of the contract, the school has demonstrated many academic, financial and governance strengths. These strengths include the tremendous task of completing and opening a new campus in August 2022. This is quite a feat at any time, but to successfully complete the building project and open the site during a global pandemic is nothing short of monumental. Congratulations and thank you for your commitment to high-quality education.

### **Academic Performance - Is this Learning Program a success?**

*SY2019 3.92*

*SY2020 3.75*

*SY2021 3.5*

*SY2022 3.00*

*SY2023 3.33*

As referenced above, St. Thomas believes Spero demonstrates a strong commitment to the school mission, offering an effective educational program overall that is meeting the needs of students in its community. The school displays many strengths including a talented and dedicated leadership team, teachers and staff members; a highly functioning and invested Board and the desire to continue to do the best to serve the students at the school. Based on authorizer observations and discussions with stakeholders, the school provides a positive school culture and an excellent environment for students to expand their academic and social skills.

Scores on the state standardized tests (MCA and MTAS) dropped in 2021 but have begun to rebound in 2022. The results of the scores at small schools like Spero are easily affected by the number of students who take the tests, which fluctuates due to students who are eligible for either MCA or MTAS as well as parental refusal to have students take the assessments. Spero has created and is in the process of further improving internal assessments that are designed to capture the progress of individual students and better capture the full student body.

Currently, Spero is trialing the Teaching Assistant Program which aims at providing academic intervention to students in the Grade Level and Academic Support rooms. An Equity team is also in place to help teachers and staff look at student data through an equity lens. Recently, Spero contracted to provide on-site mental health support services as this is clearly an area of need for students to continue to perform academically.

During the renewal site visit, it was clear that the staff at Spero Academy are fully invested in the school and helping students to thrive. The passion was very apparent in all focus groups including parents, students, teachers, Board and leadership and the high level of passion, commitment and knowledge was commented on by all of the members of the site visit team.

### **Does the School Exhibit Strong Financial Health?**

*SY2019 3.25*

*SY2020 3.13*

*SY2021 3.13*

*SY2022 3.25*

*SY2023 3.13*

Spero exhibits strong indicators of financial health: (1) clean audits; (2) a strong fund balance supported by a fund balance policy that requires consistent monitoring; (3) strong student retention; (4) a strong relationship with a financial services provider; (5) conservative budgeting; (6) an active finance committee and financially aware Executive Director and Board that monitors the budget closely and makes adjustments as needed.

Spero experienced a slight decline in the fund balance percentage over the course of the contract which is largely due to the construction of the additional campus. The percentage remains within the parameters of the fund balance policy. The Finance Committee and the Executive Director work together in financial oversight. The new campus construction has necessitated an even closer monitoring of the school's financial plan.

Spero Academy has received the Finance Award from MDE each year of the contract.

### **Is the Organization Effective and Well-Run?**

*SY2019 2.92*

*SY2020 2.89*

*SY2021 2.94*

*SY2022 3.00*

*SY2023 3.1*

Spero has a very strong administrative leadership team that works cohesively. The Executive Director and the Board Chair work together to ensure that the goals set forth in the strategic plan are being met and that Spero is moving forward as planned. The mission of the school is reflected in the day-to-day operations as well as the long-term strategic planning. The school consistently yields high levels of parent satisfaction on annual surveys and this was reflected in conversations during the school site visits as well. Spero recently contracted with the American Dialogue Company to help develop an Equity Committee.

Spero Academy is in a position of strength regarding its board, leadership and the organization as a whole. We look forward to continuing a positive and productive relationship with the school for many years to come. The University of St. Thomas is very proud to have Spero Academy as part of its Charter School Network!

Sincerely,



Terry Moffatt  
University of St. Thomas  
Program Manager, Charter School Authorizing Program

## **SY2019-SY2023 Evaluation**

Spero Academy

## Evaluation Rubric

The University of St. Thomas (UST) 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 UST Charter School Authorizing Board to assess authorized schools' suitability for Contract Renewal and to evaluate any charter school seeking Change of Authorizer Status.

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:

- 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: Are students in the special education subgroup meeting or exceeding the state's proficiency levels for the same subgroup in both math and reading?**

1 = Does not meet standard      More than 10 percentage points below the statewide subgroup,

2 = Approaching standard      6-10 percentage points below the statewide subgroup.

3 = Meets standard      Within 5 percentage points of statewide subgroup

4 = Exceeds standard      Exceeds the statewide subgroup by more than 5 percentage points.

**2023  
Rating**

**1.1a Reading: 3**

**1.1b Mathematics: 4**

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

**Comments/Evidence:** On the reading MCA, students in the Special Education subgroup at Spero outperformed the state by 3.8 percentage points (Spero: 29.7% State: 25.9%) and in math by 7.7 percentage points (Spero: 31.8% State: 24.1%).

**2022**

**Rating:**

**1.1a Reading: 3**

**1.1b Mathematics: 3**

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

**Comments/Evidence:** In SY2021, Spero students in the special education subgroup marginally underperformed the state special education subgroup average in math—Spero 21.3% and State average 22.5%. Spero outperformed the state special education subgroup average in reading—Spero 27.7% and State average 25.8%)

**2021**

**Rating: N/A**

**1.1a Reading:**

**1.1b Mathematics:**

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

**Comments/Evidence:** Due to the pandemic, state assessments were not administered in SY20.

**2020**

**Rating:**

**1.1a Reading: 3**

**1.1b Mathematics: 3**

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

**Comments/Evidence:** In SY2019, Spero continued to outperform the state average, although by a smaller margin than in the previous year. Math Spero 34.3% and State 30.8%

Reading Spero 35.7% and State 32.7%

<p><b>2019</b>  <b>Rating:</b>  <b>1.1a Reading: 4</b>  <b>1.1b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 4</b></p> <p><b>Comments/Evidence:</b> In SY2018, 43.1% of Spero students receiving special education services met or exceeded standards in math compared to 28.8% statewide. In reading, 35.4% of Spero students met or exceeded standards compared to 30/2% statewide. In both subjects, Spero outperformed the state.</p>								
<p><b>Data Source:</b> Annual Report, Minnesota Department of Education <i>School Report Card</i>, Consultation with School Leadership and entity providing support/resources (MDE, Regional Center for Excellence, etc.).</p>								
<p><b>1.2 Are students initially assessed as performing at or above grade level meeting or exceeding their individual academic goals based on school and authorizer approved assessment tools?</b>  <b>1.2a Reading</b>  <b>1.2b Mathematics</b></p>								
<table border="1"> <tr> <td>1 = Does not meet standard</td> <td>Less than 50% meet their individual academic goals</td> </tr> <tr> <td>2 = Approaching standard</td> <td>50 – 64.9% meet their individual academic goals</td> </tr> <tr> <td>3 = Meets standard</td> <td>65 – 79.9% meet their individual academic goals</td> </tr> <tr> <td>4 = Exceeds standard</td> <td>80% or above meet their individual academic goals</td> </tr> </table>	1 = Does not meet standard	Less than 50% meet their individual academic goals	2 = Approaching standard	50 – 64.9% meet their individual academic goals	3 = Meets standard	65 – 79.9% meet their individual academic goals	4 = Exceeds standard	80% or above meet their individual academic goals
1 = Does not meet standard	Less than 50% meet their individual academic goals							
2 = Approaching standard	50 – 64.9% meet their individual academic goals							
3 = Meets standard	65 – 79.9% meet their individual academic goals							
4 = Exceeds standard	80% or above meet their individual academic goals							
<p><b>2023</b>  <b>1.2a Reading: 3</b>  <b>1.2b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 3.5</b></p> <p><b>Comments/Evidence:</b> Of the 139 students completing a district reading assessment, 32 students (23%) scored at or above grade level. Of those students, 19 (76%) met their reading PLP goal by the end of Trimester 3. 135 students completed a district math assessment and 14 students scored at or above grade level. Of those students, 9 (82%) met or exceeded their PLP math goals by the end of the Trimester 3.</p>								
<p><b>2022</b>  <b>1.2a Reading: N/A</b>  <b>1.2b Mathematics: N/A</b>  <b>Enter the overall score produced by the average of these two scores: N/A</b></p> <p><b>Comments/Evidence:</b> Spring Assessments could not be completed due to COVID 19 and distance learning</p>								

<p><b>2021</b></p> <p><b>1.2a Reading: 3</b>  <b>1.2b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 3.5</b></p> <p><b>Comments/Evidence:</b>  Reading – 68% meeting or exceeding goals  Math – 100% meeting or exceeding goals</p>
<p><b>2020</b></p> <p><b>1.2a Reading: 4</b>  <b>1.2b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 4</b></p> <p><b>Comments/Evidence:</b> As shared on page 8 of the Annual Report, 89% of students met or exceeded their individual academic goals in reading and 100% in math. Additionally, 74% met their social/emotional/behavioral goals.</p>
<p><b>2019</b></p> <p><b>1.2a Reading: 3</b>  <b>1.2b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 3.5</b></p> <p><b>Comments/Evidence:</b> In SY2018, 68% of students met or exceeded their individual academic goals in reading and 100% in math.</p> <p><b>Source:</b> MCA data available on MDE website <u>or</u> school self report if cell size is too small, Test data spreadsheets</p>

<p><b>1.3 Are students initially assessed as performing below grade level meeting or exceeding their individual academic goals based on school and authorizer approved tools? 1.3a</b></p> <p><b>Reading</b></p> <p><b>1.3b Mathematics</b></p>	
1 = Does not meet standard	Less than 50% meet their individual academic goals
2 = Approaching	50-64.9% meet their individual academic goals
3 = Meets standard	65-79.9% meet their individual academic goals
4 = Exceeds standard	80% or above meet their individual academic goals

<p><b>SY2023</b>  <b>1.3a Reading: 3</b>  <b>1.3b Mathematics: 3</b>  <b>Enter the overall score produced by the average of these two scores: 3</b></p> <p><b>Comments/Evidence:</b> 107 students tested as below grade level in reading on a district reading assessment in the fall. Of those students, 67 (71%) met their reading PLP goal by the end of the school year.  76 students out of 121 (72%) who tested as below grade level in math met their math PLP goal by the end of the school year.</p>
<p><b>SY2022</b>  <b>1.3a Reading: N/A</b>  <b>1.3b Mathematics: N/A</b>  <b>Enter the overall score produced by the average of these two scores: N/A</b></p> <p><b>Comments/Evidence:</b> Spring assessments could not be completed due to COVID-19 and distance learning.</p>
<p><b>2021</b>  <b>1.3a Reading: 4</b>  <b>1.3b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 4</b></p> <p><b>Comments/Evidence:</b>  Reading – 96% meeting goals  Math – 88% meeting goals</p>
<p><b>2020</b>  <b>1.3a Reading: 4</b>  <b>1.3b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 4</b></p> <p><b>Comments/Evidence:</b> In SY2019, 81% of students met or exceeded their individual academic goals in reading and 86% in math. Additionally, 92% of students met their social/emotional/behavioral goals.</p>
<p><b>2019</b>  <b>1.3a Reading: 4</b>  <b>1.3b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores: 4</b></p> <p><b>Comments/Evidence:</b> In SY2018, 93% of students met or exceeded their individual academic goals in reading and 88% in math.</p>

**Source:** MCA data available on MDE ‘MN Report Card’

<b>1.4 Exempt Students: Are exempt students meeting or exceeding their individual academic goals based on their IEP?</b>	
1 = Does not meet standard	Less than 50% meet their individual academic goals
2 = Approaching standard	50 – 64.9% meet their individual academic goals
3 = Meets standard	65 – 79.9% meet their individual academic goals
4 = Exceeds standard	80% or above meet their individual academic goals
<b>2023</b>	
<b>1.4a Reading: 4</b>	
<b>1.4b Mathematics: 4</b>	
<b>Enter the overall score produced by the average of these two scores: 4</b>	
<b>Comments/Evidence:</b> In reading, 93 out of 96 (97%) students met or exceeded their individual academic goals in reading and 92 out of 94 students (98%) met or exceeded their individual academic goals in math.	
<b>2022</b>	
<b>1.4a Reading: N/A</b>	
<b>1.4b Mathematics: N/A</b>	
<b>Enter the overall score produced by the average of these two scores: N/A</b>	
<b>Comments/Evidence:</b> Assessments could not be completed due to COVID-19 and distance learning	
<b>2021</b>	
<b>1.4a Reading: 4</b>	
<b>1.4b Mathematics: 4</b>	
<b>Enter the overall score produced by the average of these two scores: 4</b>	
<b>Comments/Evidence:</b> Reading – 97% meeting goals Math – 100% meeting goals	
<b>2020</b>	
<b>1.4a Reading: 4</b>	
<b>1.4b Mathematics: 4</b>	
<b>Enter the overall score produced by the average of these two scores: 4</b>	
<b>Comments/Evidence:</b> In SY2019, 100% of students met or exceeded their individual academic goals in reading and math.	

<p><b>2019</b>  <b>1.4a Reading: 4</b>  <b>1.4b Mathematics: 4</b>  <b>Enter the overall score produced by the average of these two scores:4</b></p> <p><b>Comments/Evidence:</b> In SY2018, 97% of students met or exceeded their individual academic goals in reading and 100% in math.</p> <p><b>Source:</b> MCA data available on MDE website <u>or</u> school self report if cell size is too small, Test data spreadsheets</p>
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<p><b>1.5 Mission Specific Goal: Are students meeting their personal, social development and communication goals?</b></p>	
1 = Does not meet standard	Less than 50% meet their personal, social development and communication goals.
2 = Approaching standard	50-64.9% meet their personal, social development and communication goals.
3 = Meets standard	65-80% meet their personal, social development and communication goals.
4 = Exceeds standard	At or above 80% meet their personal, social development and communication goals.
<p><b>2023</b>  <b>Score: 2</b></p> <p><b>Comments/Evidence:</b> 63% of goals.  students met their social development and communication PLP</p>	
<p><b>2022</b>  <b>Score: 2</b></p> <p><b>Comments/Evidence:</b> The school's board report notes that 61% of students met their SEL PLP goal in the 2020-2021 school year. (NOTE: "SEL" is the current working term used for "personal, social development and communication")</p>	

**2020**

Score: 3.5

**Comments/Evidence:** As noted above, 74% of students initially assessed as performing at or above grade level and 92% of students initially assessed as performing below grade level met their social, emotional and behavioral goals.

<p><b>2019</b></p> <p><b>Score: 4</b></p> <p><b>Comments:</b> Of students initially at or above grade level, 90% met their social/emotional/behavioral goals (chart 7) and 83% of students initially performing below grade level met their goals (chart 8).</p> <p><b>Source:</b> MCA data available on MDE website <u>or</u> school self report if cell size is too small, Test data spreadsheets</p>
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<p><b>1.6 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 (ELLs) academic progress?</b></p>
<p>1 = Does not meet standard School has not met state-established AMAOs in several categories for the last recorded school year</p>
<p>2 = Approaching standard School has met state-established AMAOs in most categories for the last recorded school year</p>
<p>3 = Meets standard School has met state-established AMAOs in all categories for the last recorded school year</p>
<p>4 = Exceeds standard School has met state-established AMAOs in all categories for at least the the last two recorded school years</p>

<p><b>2023</b></p> <p><b>Score: N/A</b></p> <p><b>Comments:</b> This section is not applicable as Spero does not receive Title III funding.</p>
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<p><b>2022</b></p> <p><b>Score: N/A</b></p> <p><b>Comments:</b> This section is not applicable as Spero does not receive Title III funding.</p>
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<p><b>2021</b></p> <p><b>Score: N/A</b></p> <p><b>Comments:</b> This section is not applicable as Spero does not receive Title III funding.</p>
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<p><b>2020</b></p> <p><b>Score: N/A</b></p> <p><b>Comments:</b> This section is not applicable as Spero does not receive Title III funding.</p>
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<p><b>2019</b>  Score: N/A  Comments: This section is not applicable as Spero does not receive Title III funding.</p>
<p><b>Source:</b> Annual Report, End of year report, Test data spreadsheets</p>

<p><b>1.7 Does the school’s learning program exemplify the mission and vision of the school?</b></p>	
<p>1 = Does not meet standard</p>	<p>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.</p>
<p>2 = Approaching standard</p>	<p>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.</p>
<p>3 = Meets standard</p>	<p>The learning program exemplifies the mission and vision of the school. School leadership and the Board are able to articulate this through daily teaching.</p>
<p>4 = Exceeds standard</p>	<p>The learning program exemplifies the mission and vision of the school. School leadership and the Board are able to articulate this through daily teaching. Board, academic, and operational decisions are made with the school’s mission in mind.</p>

<p><b>2023</b>  <b>Rating: 4</b></p> <p><b>Comments:</b> Spero’s mission is to provide a personalized and adaptive education to grow academically, emotionally and socially. Through school visits and discussions with various focus groups, it is clear that the school fully embodies the mission and vision. The teachers stated feeling empowered and that all decisions are made through the lens of what is right for the students. Parents indicated feeling supported and feeling that their children were in the right environment to make tremendous growth.</p> <p>The learning program exemplifies the mission and vision. Assessments have been developed specifically for Spero and to assess each child’s individual progress. The curriculum is modified for each student. It is clear that each child has an individualized program and growth is monitored frequently.</p>
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<p><b>2022</b> <b>Rating: 4</b></p> <p><b>Comments:</b> Spero’s mission is to provide a personalized and adaptive education to grow academically, emotionally and socially. School visits and discussions with stakeholders demonstrate that Spero’s board uses the mission for guidance. The school continued its commitment to individualize each student’s learning experience. Spero has a robust waitlist and is working on opening an additional site.</p>
<p><b>2021</b> <b>Rating:4</b></p> <p><b>Comments:</b> Spero’s mission is to provide a personalized and adaptive education to grow academically, emotionally, and socially. Observations and feedback confirm that the mission guides the Board, administration, teachers and staff. The school’s commitment to individualize each student’s learning experience based on their needs is evident. Spero continues to have a robust waitlist and is preparing to submit a request to add an additional site.</p>
<p><b>2020</b> <b>Rating: 4</b></p> <p><b>Comments:</b> Spero’s mission is to provide a personalized and adaptive education to grow academically, emotionally, and socially. To accomplish this mission, the school has identified a set of “strategic intents” that include creating differentiated programs that integrate academics with social emotional learning, identifying students’ individual education needs and learning styles, establishing a collaborative teaming model, providing structured learning environments with small student-to-teacher ratios and implementing a robust assessment sytem to monitor student progress.</p> <p>Examples of how the mission and the strategic intents are actualized include:</p> <ul style="list-style-type: none"> <li>• Establishing a Board Accountability and Governance Committee to ensure mission alignment with programming and overall direction.</li> </ul>

Attainment of the initial strategic plans goals set out by the Board.  
Over 200 students on the waitlist for this year and next year.  
A professional development committee that includes teachers, paraprofessionals and specialists to determine learning needs schoolwide and small group/individual.  
Focus on growing talent (e.g. paraprofessional mentoring program).  
Commitment to review and refine/update curriculum as needed.  
The decision to create ROOTS – Center for Excellence as a means to share knowledge and practices and expand special education instruction.

**2019**

**Rating: 4**

**Comments:** Spero’s mission, beliefs and core capabilities guide the school on a daily basis. This demonstrated in a variety of ways. A major example is the opening of the new facility, which was designed to meet students needs and provide an environment that supports the school’s ability to provide a personalized and adaptive education to grow academically, emotionally, and socially.

Other examples include:

Reading of the mission statement at the beginning of each board meeting;

Empowerment of teachers and staff to “chase passions” such as creating programs, making changes and pursuing projects to better meet student needs;

Growing enrollment and waitlists;

Providing key services in-house such as speech therapists and the social worker;

Bringing a variety of opportunities to students to explore areas such as arts, music and engineering;

Expanding partnerships; and

A commitment to long-term planning.

**Source:** Annual Report, site visits, Annual Reports

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

**2.1 Does the school have an active finance committee or committee of the whole 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.

**2023**

**Rating: 4**

**Comments:** The finance committee meets regularly to review monthly financials and to do long-term planning. In discussions with financial services, it was stated that Spero has one of the strongest boards and finance committees and that the board itself is very financially savvy.

<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s finance committee continues to meet regularly to review monthly financials and plan long-term. The additional site has required the finance committee to engage in a deliberate and thoughtful long-term budgeting.</p>
<p>2021  <b>Rating: 4</b></p> <p><b>Comments:</b> As in years past, Spero’s finance committee meets regularly to review monthly financials and plan long-term. While the facility expansion proposed in SY20 was withdrawn, the school has decided to pursue a second site, which has required the finance committee to undertake additional long-term budget modeling.</p>
<p>2020  <b>Rating: 4</b></p> <p><b>Comments:</b> Spero has a finance committee that is knowledgeable and closely watches the school’s finances. The committee works closely with Bergan KDV, the school’s financial services provider to monitor monthly financials and develop the annual budget. With the request to expand to a new site pending, the finance committee has also been extremely active in recent months running new long-term budget scenarios.</p>
<p>2019  <b>Rating: 4</b></p> <p><b>Comments:</b> Spero has an active finance committee that is well-versed in the school’s finances and supported by the school’s external service provider. Committee activity has been particularly intense in the last couple of years due to the decision to purchase land, build a new facility and participation in the bonding process. The committee has reviewed, revised, and presented to the board multiple long-term budget scenarios in addition to reviewing monthly financials and monitoring the current year budget.</p> <p><b>Source:</b> Monthly board packets; Site visits</p>

<b>2.2 Does the board have a fund balance policy that includes fund balance goals over time?</b>	
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.
<b>2023</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The school’s fund balance policy remains the same “maintaining a minimum 10% general fund unreserved fund balance as a percentage of annual general fund expenditures.” The school’s FY2022 fund balance was \$1,674,865 or 16.9% of total expenditures.	
<b>2022</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The school’s fund balance policy remains the same “maintaining a minimum 10% general fund unreserved fund balance as a percentage of annual general fund expenditures.” The school’s FY2021 fund balance was \$1,546,196 or 18.41% of annual expenditures.	
<b>2021</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The schools fund balance policy remains the same. With the recent new facility completion and the potential addition of a second site, school leadership, the board and external services provider closely monitor the fund balance.	
<b>2020</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The schools fund balance policy remains the same as does the high level commitment exhibited by the Board, school leadership and external financial services provider to meeting fund balance goals while growing.	
<b>2019</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The schools fund balance policy remains the same. Spero’s leadership, external service provider, finance committee and full board are well aware of the fund balance goals and actively discuss current levels as well as future projections, particularly the impact of the new facility and growing enrollment.	
<b>Source:</b> Monthly board packets; Board policy manual	

<b>2.3 Has the school successfully completed an annual audit?</b>	
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
<b>2023</b>	
<b>Rating: 3</b>	
<b>Comments:</b> Spero completed the FY22 audit and submitted it on time to St. Thomas and MDE.	
<b>2022</b>	
<b>Rating: 3</b>	
<b>Comments:</b> Spero completed the FY21 audit and submitted it on time to St. Thomas and the state.	
<b>2021</b>	
<b>Rating: 3</b>	
<b>Comments:</b> Spero completed the FY20 audit and submitted it on time to St. Thomas and the state.	
<b>2020</b>	
<b>Rating: 3</b>	
<b>Comments:</b> Spero completed the FY19 audit and submitted it on time to UST and the state.	
2019	
<b>Rating: 3</b>	
<b>Comments:</b> Spero completed the FY18 audit and submitted it on time to UST and the state.	
<b>Source:</b> Annual financial audit and MDE report (Program Finance)	

<b>2.4 Does the school have a clean audit with no major findings?</b>	
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”

<p><b>2023</b>  <b>Rating: 4</b></p> <p><b>Comments:</b> Spero submitted a clean audit with no findings.</p>
<p><b>2022 Rating:</b>  4</p> <p><b>Comments:</b> Spero’s SY2021 audit was clean with no findings.</p>
<p><b>2021 Rating:</b></p> <p><b>Comments:</b> Spero’s SY2020 audit was clean with no findings.</p>
<p>2020  <b>Rating: 4</b></p> <p><b>Comments:</b> Spero’s FY2019 audit was clean with no findings.</p>
<p>2019 <b>Rating:</b>  4</p> <p><b>Comments:</b> Spero’s FY2018 audit was clean with no findings.</p>
<p><b>Source:</b> Annual financial audit</p>

<p><b>2.5 Does the school establish and maintain a balanced budget?</b>  <b>-Budget is approved before June 30;</b>  <b>-Includes a cash flow projection for the year</b>  <b>-Is adjusted in a timely fashion when needed; Meets established fund balance policy goals; and Does not require major* program cuts)?</b>  <b>*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.</b></p>	
<p>1 = Does not meet standard</p>	<p>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.</p>

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
<p><b>2023</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Spero works closely with their financial services provider to develop, approve and revise the annual budget. The budgeting process starts early, usually in January for the upcoming year. The committee structure is very active and a draft budget is put together in May for board approval prior to the June 15 deadline. Revisions are ongoing but a revised budget is also submitted to MDE in January.</p>	
<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> As in previous years, Spero works closely with their financial services provider to develop, approve and revise an annual budget that is conservative and realistic. Fund balance goals continue to be considered in the process.</p>	
<p><b>2021</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Spero continues to work closely with their financial services provider to develop, approve and revise an annual budget that is conservative and realistic. Fund balance goals are considered in the process.</p>	
<p><b>2020</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Spero employs a systematic budgeting process that is tied to close monitoring of enrollment, the special education to general education ratio and third party billing. As noted above, with the potential expansion, the school has already begun budgeting accordingly.</p>	

<p>2019</p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> Spero continues to apply a conservative approach to budgeting and is impacted by the changing ways MDE determines special education funding. With the move to the new facility, the school is gradually increasing enrollment over the next few years. The school also closely monitors the 90% to 10% special education to general education enrollment ratio.</p> <p><b>Source:</b> Monthly board packets, UST site visits, UST meetings with business manager(s)</p>
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<p><b>2.6 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.)</b></p>	
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
<p><b>2023</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> The current ADM at Spero is 141.5 with 91.7% qualifying for special education. The revised budget in FY22 projected an ADM of 143.</p>	
<p><b>2022</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> ADM for SY2021 was 133, the budgeted enrollment was 138, a realization of 96.37%. 91.8% of students had an IEP.</p>	
<p><b>2021</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> ADM for SY2020 (Audit pp. 4), was 139. The budgeted ADM was originally 140 (99%). 91.8% of students had an IEP</p>	
<p><b>2020</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> Actual ADM for SY2019 (Audit pp. 11), 128.4. The budgeted ADM was 128. It is also important to note that Spero’s ADM is closely tied to the percentage of Special Education students, which was 92% in SY2019.</p>	

<p><b>2019</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Actual ADM for SY2018 (Audit pp. 55), 109.22. The budgeted ADM was 110. It is also important to note that Spero’s ADM is closely tied to the percentage of Special Education students, which was 88% in SY2018.</p>
<p>Source: Monthly board packets, UST site visits, UST meetings with business manager(s)</p>

<b>2.7 Does the school have sufficient cash on hand to meet its near-term obligations?</b>	
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
<p><b>2023</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> At the end of the SY22, Spero had 35 days cash on hand. This does not meet the 60 day best practice minimum.</p>	
<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> At the end of SY20, Spero had 61 days cash on hand. This meets the school’s board covenants and the best practice minimum of 60 days.</p>	
<p><b>2021</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> At the end of SY20, Spero had 48 days cash on hand. While this meets the school’s board covenants it does not meet the 60 day best practice minimum.</p>	

<p><b>2020</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> Average cash on hand was 43 days for SY2019. While this is in compliance with the school’s bond covenants, it does not be the 60 day threshold above. The school plans to target 60 days cash on hand moving forward.</p>
<p><b>2019</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> The school has remained in compliance with its bond covenants.</p>
<p><b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies</p>

<p><b>2.8 For established schools (in operation for at least 4 years) does the school have a sufficient fund balance?</b></p>
<p>1 = Does not meet standard The school’s fund balance is less than 10% of annual expenditures.</p>
<p>2 = Approaching standard The school’s fund balance is between 10-15% of annual expenditures.</p>
<p>3 = Meets standard The school’s fund balance is between 16-20% of annual expenditures.</p>
<p>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.</p>
<p><b>2023</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Per the SY21-22 annual report, as of June 30, 2022, Spero had an ending fund balance of \$1,674,865 or 16.9% of total expenditures.</p>
<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Per the audit summary (p.1), “The General Fund experienced an increase in fund balance during fiscal 2020-21 of \$150,139. The School had budgeted for a \$30,947 increase in fund balance. The fund balance of the General Fund ended at \$1,546,196 (or 18.41% of annual expenditures) as of June 30, 2021”</p>

<p><b>2021</b> <b>Rating: 3</b></p> <p><b>Comments: : Per the auditor’s report (pp. 4), Spero ended the year with a fund balance of \$1,396,057 (16.6%).</b></p>
<p><b>2020</b> <b>Rating: 3</b></p> <p><b>Comments:</b> According to the audit, the FY19 fund balance was 15.4%.</p>
<p><b>2019</b> <b>Rating: 3</b></p> <p><b>Comments:</b> According to the audit, the FY18 fund balance was 19%. Specifically, The general fund experienced an increase in fund balance during FY18 of \$73,083.</p>
<p><b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies</p>

**SECTION 3: IS THE ORGANIZATION EFFECTIVE AND WELL RUN?**

<p><b>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?</b></p>	
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.
<p><b>2023</b> <b>Rating: 2</b></p> <p><b>Comments:</b> Per the information in the SY22 annual report, board members have undergone trainings that include charter schools and state federal legislation, Intercultural Development Inventory and Training, Budget and Special Education finance training. The annual trainings are based on ongoing needs of the school and are determined with input from board members as well.</p> <p>Per the template submitted, three of the current board members have not completed the required training within six months of being seated on the board and are currently out of compliance.</p>	

<p><b>2022</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> Based on the Board information chart provided on March 31, 2022, one of Spero’s board members is out of compliance with their initial training – having not completed at least one training within six months of being seated and 3 of 7 board members have not completed annual board training.</p>
<p><b>2021</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> Based on the Board information chart provided on June 21, 2021, two of Spero’s board members are out of compliance with their initial training – having not completed at least one training within six months of being seated.</p>
<p><b>2020</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> At the time of this evaluation, all members were in compliance with the initial and ongoing training requirements. The board includes one new member who is in the process of obtaining her initial trainings. As in years past, Spero’s board takes the annual training requirement seriously. They strive to have at least one training quarterly that addresses imminent issues and ongoing educational needs. In SY2020, training topics included data usage, best practices, and literacy training.</p>
<p><b>2019</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> At the time of this evaluation, all members were in compliance with the initial and ongoing training requirements. It’s important to note that the board includes 5 new members in the process of obtaining their initial training – one of which needs to be completed within 6 months of being seated and the other two within one year.</p> <p>Spero’s board has demonstrated a commitment to ongoing development that is aligned with their strategic plan and identified areas for growth. Each year, the Board attempts to have quarterly trainings that are appropriate and applicable to imminent issues and ongoing education needs. Each training and purpose of training are now included in the agenda.</p>
<p><b>Source:</b> Monthly board packets, UST site visits, Statement of compliance sheet</p>

<p><b>3.2 Does the board meet its governance model requirements as laid out in its bylaws and as required by Minnesota Statute?</b></p>	
<p>1 = Does not meet standard</p>	<p>The governance model is not clear in the bylaws, the governance model does not meet the requirements laid out in</p>

	the Charter School Law, or the board does not meet its governance model as laid out in the bylaws.
2 = Approaching standard	The governance model is clearly outlined in the school's bylaws and meets the requirements of the Charter School Law but the board has struggled to recruit members to fill all required seats.
3 = Meets standard	The governance model is clearly outlined in the school's bylaws and meets the requirements of the Charter School Law. The board's recruitment system has resulted in adequate membership which consistently meets all requirements of the Charter Law.
4 = Exceeds standard	NOT APPLICABLE.
<b>2023</b> <b>Rating: 3</b>  <b>Comments:</b> The make-up of the current board is consistent with the governance model in the Bylaws. The expertise of board members includes education, special education, legislation, policy, marketing, nonprofits, strategic planning, communications, finance and business.	
<b>2022</b> <b>Rating: 3</b>  <b>Comments:</b> The board includes one teacher, one parents and five community members currently, which is in alignment with the bylaws. Board member expertise is varied and aligns with school governance – finance, education, special education, law, HR, nonprofits management, fundraising, communications, facilities and strategic planning.	
<b>2021</b> <b>Rating: 3</b> <b>Comments:</b> The board includes two teachers, two parents and five community members currently, which is in alignment with the bylaws. Board member expertise is varied and aligns with school governance – finance, education, special education, law, HR, nonprofits management, fundraising, facilities and strategic planning.	
<b>2020</b> <b>Rating: 3</b> <b>Comments:</b> Spero's bylaws call for membership of 6 – 11 people including one teacher, one parent and one community member. At present, Spero has 8 members (2 teachers, 2 parents and 4 community members). The board has a broad range of expertise including general education, special education, finance, law, policy, marketing, and facilities.	

<p><b>2019</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero’s bylaws call for membership of 6 – 11 people including one teacher, one parent and one community member. At present, Spero has 9 members (2 teachers, 2 parents and 5 community members). The board has a broad range of expertise including general education, special education, finance, law, policy, marketing, real estate, and facilities.</p>
<p><b>Source:</b> Board bylaws, MN Stat. 124E, Board minutes or interviews with board members</p>

<p><b>3.3 Does the school board have a board-approved professional development plan for the director (if applicable as required by <i>Minnesota Statutes 2016, 124E.12, subd. 2(b)</i>)?</b></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 director evaluation. The plan is comprehensive and effectively utilized.
<p><b>2023</b>  <b>Rating: 4</b>  <b>Comments:</b> The board has approved a comprehensive professional development plan for the current Executive Director. The plan is reviewed annually and updated as necessary.</p>	
<p><b>2022</b>  <b>Rating: 4</b>  <b>Comments:</b> Spero hired a new Executive Director moving into SY2021. The Executive Director’s plan was approved on May 25, 2021.</p>	
<p><b>2021</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero hired a new Executive Director moving into SY2021. The board hired a former school leader and special education director to serve as a mentor. The two created a New Executive Director Development Plan, which went to board in May 2021 (Quarterly Report 3, pp. 6).</p>	

<p><b>2020</b>  <b>Rating: 4</b>  <b>Comments:</b> The Spero Academy Director finished his dissertation and successfully defended it in May 2020. Congratulations to Dr. Windham on earning his Ed.D Degree. He will complete his principal license in the near future.</p>
<p><b>2019</b>  <b>Rating: 4</b>  <b>Comments:</b> Currently, the Spero Academy Director is working on his Principal licenses from Bethel University. Additionally, the program includes Doctoral work toward an Ed.D Degree.</p>
<p><b>Source:</b> Board professional development plan, board minutes, director evaluation</p>

<p><b>3.4 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?</b></p>	
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
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> The Board has a good understanding of Open Meeting Law and no violations have been observed or reported.</p>	
<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> No Open Meeting Law violations were observed or reported in SY22. The Board and school leadership are well-versed in the Open Meeting Law, demonstrating respect for the requirements and a desire to comply.</p>	

<p><b>2021</b>  <b>Rating: 3</b>  <b>Comments:</b> No Open Meeting Law violations were observed or reported in SY21. The Board and school leadership are well-versed in the Open Meeting Law, demonstrating respect for the requirements and a desire to comply.</p>
<p><b>2020</b>  <b>Rating: 3</b>  <b>Comments:</b> No Open Meeting Law violations were observed or reported. The Board and school leadership are well-versed in the Open Meeting Law, demonstrating respect for the requirements and a desire to comply.</p>
<p>2019  <b>Rating: 3</b>  <b>Comments:</b> Observations and discussions with board leadership show an understand of and respect for the Opening Meeting Law. In recent years, the board members sought out additional training in this area to ensure compliance.</p>
<p><b>Source:</b> Board minutes, ongoing correspondence, UST site visits</p>

<b>3.5 Are all the school’s educational staff appropriately licensed?</b>	
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
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> A review of licensing information on the MDE license look-up found all staff appropriately licensed.</p>	
<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> A review of licensing information via the MDE license look-up found educational staff appropriately licensed.</p>	

<p><b>2021</b>  <b>Rating: 3</b>  <b>Comments:</b> A review of licensing information via the MDE license look-up found educational staff appropriately licensed.</p>
<p><b>2020</b>  <b>Rating: 3</b>  <b>Comments:</b>  A review of licensing information via the MDE license look-up found educational staff appropriately licensed. In past years, Spero has struggled to secure dual licensed teachers in all grade level classrooms without a waiver. In SY2020, the school was able to hire dual licensed teacher in all grade level classrooms except one without a waiver. This is a great accomplishment – kudos!</p>
<p>2019  <b>Rating: 3</b>  <b>Comments:</b> A review of licensing information via the MDE license look-up found educational staff appropriately licensed.</p>
<p><b>Source:</b> MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1</p>

<b>3.6 Does the school follow the admission policies and procedures outlined in law?</b>	
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
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero’s admissions policies and procedures are in compliance with statute. The school follows these policies with fidelity and no concerns have been raised.</p>	

<p><b>2022</b> <b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s admissions policies and procedures remain in compliance with statute. The school appears to implement the policies and procedures with fidelity. No concerns have been raised.</p>
<p><b>2021</b> <b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s admissions policies and procedures are in compliance with statute. The school has demonstrated an understanding of these policies and procedures and appears to appropriately follow them. No concerns have been raised.</p>
<p><b>2020</b> <b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s admissions policies and procedures are in compliance with statute. The school has demonstrated an understanding of these policies and procedures and appears to appropriately follow them. No concerns have been raised.</p>
<p>2019 <b>Rating: 3</b></p> <p><b>Comments:</b> Spero updated the admissions policy in December 2017. They worked closely with legal counsel to ensure compliance with applicable law.</p>
<p><b>Source:</b> Annual report (pp. 23, Appendix I), authorizer observation</p>

<b>3.7 Does the school complete criminal background checks in accordance with MN Statute and UST expectations?</b>	
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, as required by school policy.
4 = Exceeds standard	NOT APPLICABLE

<p><b>2023</b> <b>Rating: 3</b></p> <p><b>Comments:</b> Spero affirms that they complete background checks and follow their background check policy.</p>
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<b>2022</b> <b>Rating: 3</b> <b>Comments:</b> Per the SY22 Quarterly Report 2, Spero affirms that it continues to follow its background check policy.	
<b>2021</b> <b>Rating: 3</b> <b>Comments:</b> Per the SY20 Quarterly Report (pp. 7-8), Spero affirms that it continues to follow its background check policy.	
<b>2020</b> <b>Rating: 3</b> <b>Comments:</b> Spero affirms that it continues to follow the its background check policy.	
<b>2019</b> <b>Rating: 3</b> <b>Comments:</b> Spero has a background check policy, which the school affirms it follows. The policy states that all Spero Academy employees and volunteers who work directly with Spero Academy students, student property or confidential file information are required to submit to a Bureau of Criminal Apprehension (BCA) background check with forms completed prior to working with children. <b>Source:</b> UST site visit, board chair interview, background check policy, Quarterly Report 2 (pp. 4, 34-37).	
<b>3.8 Is the school compliant with other applicable law?</b>	
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
<b>2023</b> <b>Rating: 3</b> <b>Comments:</b> Spero appears to be compliant with all applicable laws with no instances of noncompliance observed or reported.	
<b>2022</b> <b>Rating: 3</b> <b>Comments:</b> No instances of noncompliance with applicable law have been observed or reported.	
<b>2021</b> <b>Rating: 3</b> <b>Comments:</b> No instances of noncompliance with applicable law have been observed or reported.	

<p><b>2020</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero appears to be compliant with other applicable law. No instances of noncompliance have been observed or reported.</p>
<p><b>2019</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero appears to be compliant with other applicable law. No instances of noncompliance have been observed or reported.</p>
<p><b>Source:</b> UST site visit, board chair interview, background check policy</p>

<p><b>3.9 Do all board members exhibit understanding of the role of the board and utilize nonprofit governance best practices including:</b></p> <ul style="list-style-type: none"> <li>-Understanding of board and school leader roles (governance vs. management) Annual board self-evaluation</li> <li>-Annual school-leader evaluation</li> <li>-Annual evaluation of Educational Service Provider (CMO/EMO) if applicable</li> <li>-Regular Strategic planning (at least once every five years)</li> </ul>	
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 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 and a plan for conducting and tracking initial and ongoing training. The board is able to adequately sustain its membership through recruitment efforts.
4 = Exceeds standard	NOT APPLICABLE

<p><b>2023</b> <b>Rating: 2</b></p> <p><b>Comments:</b> Spero’s school board is engaged and effective. The governance practices include an annual self-evaluation, annual evaluation of the executive director and training that is relevant to school priorities. The board identifies the priorities of the school and makes these a board priority.</p>
<p><b>2022</b> <b>Rating: 2</b></p> <p><b>Comments:</b> Spero’s board is high functioning and engaging in effective governance practices including annual self-evaluation, annual evaluation of the executive director, regular board training aligned with identified priorities, and strategic planning that guides the board and school team. However (as noted above), one of Spero’s board members is out of compliance with their initial training.</p>
<p><b>2021</b> <b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s board is high functioning and engaging in effective governance practices including annual self-evaluation, a detailed onboarding process for new members, annual evaluation of the executive director, regular board training aligned with identified priorities, and strategic planning that guides the board and school team.</p>
<p><b>2020</b> <b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s Board of Directors continues to exhibit an understand of its role with agenda items focused on governance versus management. Board observations and feedback indicate members receive materials prior to the meeting and come prepared to engage in discussion as needed. Additionally, the mission and vision (as well as strategic plan) were often referenced during conversations. As noted previously, the Board has a well-established orientation process and a commitment to ongoing training aligned with annual goals and the strategic plan. An annual self-evaluation is also conducted.</p> <p>Spero has a highly functioning Board. A few suggestions for further strengthening operations include posting the meeting agenda on the website and in the building prior to the meeting and ensuring a copy of the meeting materials is available for visitors. Additionally, while public attendees to the meeting are typically infrequent, the Board may consider establishing a public comment policy and correlating agenda items in case visitors do attend.</p>

<p><b>2019</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> Observations and interviews indicate that the Spero board has a clear understanding of the role of the board and the school’s leadership. The board chair has a strong history in her role and a commitment to the development and implementation of effective board practices. In SY2019, the board is experiencing a transition with 5 new members. While this means the majority of the board is new to their role, Spero has an orientation and mentoring system in place. Newly appointed Board members receive an orientation meeting that is conducted by the governance committee. This includes training on the charter school statutes, Board policies, Bylaws, procedures, committee expectations, meeting times, and strategic planning goals. In addition to the formal orientation, each new member is partnered with an existing board member for 6-8 months for mentoring.</p> <p>The board also implements an annual self-evaluation, an annual evaluation of the Executive Director and regular strategic planning.</p> <p><b>Source:</b> Site visits, ongoing correspondence, board minutes, interview with board chair</p>
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<p><b>3.10 Does the board regularly review, update, and approve its bylaws and policies such that they maintain compliance with state law and current best practices?</b></p>	
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

<p><b>2023</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> Spero’s policies are updated on a three-year cycle. The Bylaws were last amended in 2018.</p>
<p><b>2022</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> Per Quarterly Report 2, Spero’s policies are reviewed on a three-year cycle (12 quarters). Bylaws were last amended in 2018. Spero stays up-to-date on legislation and is a member of MACS to ensure updates due to legislation occur outside of the review cycle as needed.</p>

<p><b>2021</b>  <b>Rating: 3</b>  <b>Comments:</b> Per Quarterly Report 2 (pp. 7), Spero’s policies are reviewed on a three-year cycle (12 quarters). Bylaws were last amended in 2018. Spero stays up-to-date on legislation and is a member of MACS to ensure updates due to legislation occur outside of the review cycle as needed</p>
<p><b>2020</b>  <b>Rating: 3</b>  <b>Comments:</b>  Policies are currently being reviewed on a three-year cycle. The reviews through the 2021-2022 are up to date.</p>
<p><b>2019</b>  <b>Rating: 3</b>  <b>Comments:</b> Policies are currently being reviewed on a three-year cycle. The review schedule currently goes through the 2021-2022 academic year. Spero’s bylaws were last reviewed March 27, 2018.</p>
<p><b>Source:</b> Board minutes, board policies, Governance binder, UST site visit, Quarterly Report 2</p>

<p><b>3.11 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 UST at least three days prior to all board meetings?</b></p>	
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
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> The board packets are distributed via google drive. They are shared on time and are available on the school website.</p>	

<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero continues to use google drive to distribute and archive board packets, which are available on time.</p>
<p><b>2021</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero continues to use google drive to distribute and archive board packets, which are available on time.</p>
<p><b>2020</b>  <b>Rating: 3</b>  <b>Comments:</b> Board packets are complete and shared on time using a google drive.</p>
<p><b>2019</b>  <b>Rating: 3</b>  <b>Comments:</b> Board packets are complete and shared on time.</p>
<p><b>Source:</b> Monthly board packets; Board materials tracking document (G-1 CS info)</p>

<p><b>3.12 Is the school fulfilling its legal obligations related to access and services to English language learners (ELLs)? 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 ELL students.</b></p>	
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
<p><b>2023</b></p>	

**Rating: 3**

**Comments:** Currently, 7% of the population at Spero has been identified as EL. The process for identifying a student for English language services includes a home language survey, screeners for needs, classroom observations and student record review. Most students in the EL program are at the intermediate level of language acquisition. All EL services are conducted in a 1:1 setting with some push-in services especially when students are close to exiting the program. The 1:1 instruction allows for more flexibility in programming. Spero has one full-time EL instructor.

**2022**

**Rating: 3**

**Comments:** Spero provides an overview of the EL program part of Quarterly Report 2 (pp. 3 and Appendix A). In SY2021, 12 students were identified as ELL. All of these students also had an IEP. While testing in SY21 was suspended due to Covid, the school had data through March, which showed 58% of students meeting their literacy PLP goal, 92% meeting their math PLP goal and 50% were meeting their social skills goal.

The school uses two instructional models based on student needs – content-based and pull-out. The school has one part-time ESL staff member who collaborates closely with the special education team and speech therapists.

**2021**

**Rating: 3**

**Comments:** Spero provides an overview of the EL program part of Quarterly Report 2 (pp. 3 and Appendix A). In SY2021, 13 students were identified as ELL. All of these students also had an IEP. While testing in SY20 was suspended due to Covid, the school had data through March, which showed 87% of students meeting their literacy PLP goal, 67% meeting their math PLP goal and 73% were meeting their social skills goal.

The school uses two instructional models based on student needs – content-based and pull-out. The school has one part-time ESL staff member who collaborates closely with the special education team and speech therapists.

**2020**

**Rating: 3**

**Comments:** In SY2020, 10.6% (15) of Spero Academy students were identified as English Language Learners (ELL).

The school has a ELL Instruction Educational Plan that was updated in August 2019. EL students at Spero receive 30-60 minutes per week of ESL instruction using both a push-in and pull-out model. The content, location and type of services is selected collaboratively between the classroom teacher, speech pathologies and ESL teacher. There is currently 1 part-time staff member licensed as ELL. The District Area Coordinator coordinates the winter state testing of ACCESS for ELLs with the ELL licensed teacher administering the tests.

In SY2019, Spero had 11 students receiving EL services – 88% of these students met their math Personalized Learning Plan goal, 75% met their literacy goal and 100% met their social skills goal.
<p><b>2019</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Approximately 9% of Spero Academy students are currently identified as English Language Learners (ELL). Spero Academy’s English Language Learner program model operates under two different models, content-based and pull-out, depending on the individual student needs.</p> <p>There is currently 1 part-time staff member licensed as ELL. The District Area Coordinator coordinates the winter state testing of ACCESS for ELLs with the ELL licensed teacher administering the tests. The Academic Coordinator and the ELL licensed teacher coordinate with the Special Education team and Speech Therapists to effectively work with students that are dual identified as Special Education and English Language Learners.</p>
<b>Source:</b> UST site visits, Reference ELL Packet, Formalized complaints at MDE, or Critical Elements review (SP-1), Annual Report

<b>3.13 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.)</b>	
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

**2023**

**Rating: 3**

**Comments:** Approximately 91.6% of the students at Spero qualify for Special Education services. There are currently 37 licensed special education teachers, 3 full-time Occupational

Therapists, 5 Speech/language Pathologists and 1 full-time ELL instructor. Also on-site are a principal, assistant principal, academic director, academic coordinator, special education manager, special education director, special education coordinator, data and policy coordinator, due process specialist, technology integration manager, MA billing/PCA specialist, food and nutrition specialist and a special education coordinator. The program is individualized for each student and multiple people are involved on each student's team.

No complaints have been made to MDE or to UST.

**2022**

**Rating: 3**

**Comments:** Approximately 94% of Spero students had an IEP in SY2021. The school remains designed to provide individualized instruction and supports to students based on their needs. The commitment to personalization is reinforced in classroom observations and in conversations with the school stakeholders. The school has an in-house Director of Special Education and Special Education Coordinator, multiple teachers licensed in special education and 15 related services offered on-site.

No complaints appear to have been made to MDE in SY2021 and no complaints or concerns were raised with the authorizer

**2021**

**Rating: 3**

**Comments:** Approximately 92% of Spero students had an IEP in SY2021. The school is designed to provide individualized instruction and supports to students based on their needs. The commitment to personalization is evident in classroom observations and in conversations with the Board, school leadership, teachers, staff, students and families. The school has an in-house Director of Special Education, Special Education Coordinator, 24 teachers licensed in special education (9 of whom have a dual license), 52 paraprofessionals, 4 full-time speech pathologies and 3 full-time occupational therapists.

No complaints appear to have been made to MDE in SY2021 and no complaints or concerns were raised with the authorizer.

**2020**

**Rating: 3**

**Comments: SY2020**

As demonstrated by the long waitlist, Spero is a highly sought after school for students identified as needing Special Education services. The school transitioned to an in-house Director of Special Education this, who has been with Spero long-term. While the authorizer received one concern and MDE also received a complaint, Spero responded with urgency and attention to the instances.

In SY2020, 92% of students were identified for Special Education services. The school has 23 teachers (nine dual licensed - general education/special education teachers, one English Language teacher, and 13 special education teachers) and 55 paraprofessional staff. As noted above, Spero

has an in-house Director as well as Coordinator. The school also has four full-time speech pathologists, three full-time occupational therapists and contracts for deaf and hard of hearing, audiology, physical impairment teacher, vision specialist, school psychologist and behavior specialist, physical therapy, and behavior analyst.

Spero Academy utilizes multiple methods of providing the special education services for the identified pupils based on a student's IEP. With the transition to distance learning, the Individualized Distance Learning Plans were created for every student.

2019

**Rating: 3**

**Comments:** Currently, 92% percent of Spero Academy students are identified as Special Education students. The school’s mission is to “provide students with a personalized and adaptive education to grow academically, emotionally, and socially” with a focus on the following core capabilities:

Create differentiated programs that integrate academics with social and emotional learning  
Comprehensively identify individual education needs and learning styles  
Utilize collaborative teaming among staff, specialists, and families to integrate and coordinate personalized education  
Structure learning environments with small student-to-teacher ratios • Assess student progress across all learning areas

The school has 22 teachers (nine dual licensed - general education/special education teachers, one English Language teacher, and 11 special education teachers) and 47 paraprofessional staff. Indigo Special Education Services serves as the Special Education Director for Spero Academy.

Spero Academy utilizes multiple methods of providing the special education services for the identified pupils, including:

- Multidisciplinary Teaching Model
- Small Group instruction
- Direct Special Education Services
- Indirect Special Education Services
- Pull-out/Self-contained setting
- One-on-one services
- Homebound

A search of the MDE database found no complaints.

**Source:** UST site visits, Reference: special education investigation search on MDE website and special education training materials; Special education director interview, Quarterly Report 2 (pp. 2-3)

### 3.14 Does the school meet or exceed the attendance rate goal?

1 = Does not meet standard	The attendance rate is less than 85 percent
2 = Approaching standard	The attendance rate is between 85 and 89 percent
3 = Meets standard	The attendance rate is 90-94 percent OR improves by at least 0.1 percent over the previous year
4 = Exceeds standard	The attendance rate is more than 95 percent

<p><b>2023</b>  <b>Rating: 1</b>  <b>Comments:</b> Per the Northstar system, Spero’s consistent attendance rate for SY22 was 60% which is below the state average of 69.8%,</p>
<p><b>2022</b>  <b>Rating: 4</b>  <b>Comments:</b> Due to the COVID-19 pandemic, MDE did not calculate consistent attendance rate. For evaluation purposes, UST used the school reported enrollment rate from the annual report. The attendance rate reported from SY21 was 96.4%.</p>
<p>2021  Rating: 3  Comments: Due to the COVID-19 pandemic, MDE did not calculate consistent attendance rate. For evaluation purposes, UST used the school reported enrollment rate from the annual report. The attendance rate reported from SY20 was 89.8%.</p>
<p>2020  <b>Rating: 1</b>  <b>Comments:</b> The new Northstar system measures consistent attendance (percentage of students attending 90% of the time). In SY19, Spero’s consistent attendance rate was 73.8%.</p>
<p>2019  <b>Rating: 1</b>  <b>Comments:</b> The new Northstar system measures consistent attendance (percentage of students attending 90% of the time). In SY2018, Spero’s consistent attendance rate was 76.8%. On par with the state average of 76.6%.</p>
<p><b>Source:</b> Annual reports (pp. 13), MDE website (data downloads)</p>

<b>3.15 Is the school able to maintain a high percentage of teacher retention?</b>	
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)

<p><b>2023</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> 29 of 39 licensed teachers/staff returned in SY22. This is a 74% retention rate. 11 of the staff were new to Spero.</p>
<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> 37 of 41 licensed teachers/staff returned in SY21. This represents a 91% retention rate.</p>
<p><b>2021</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> 32 of 34 licensed teachers/staff returned in SY21. This represents a 94% retention rate.</p>
<p><b>2020</b>  <b>Rating: 2</b></p> <p><b>Comments:</b> 16 of the 22 teachers who taught at Spero in SY19 returned in SY20. That's a 73% retention rate.</p>
<p><b>2019</b>  <b>Rating: 4</b></p> <p><b>Comments:</b> 21 of the 21 teachers who taught at Spero in SY18 returned in SY19. That's a 100% retention rate.</p>
<p><b>Source:</b> Annual report (Appendix D)</p>

<b>3.16 Does the school generally retain its students from October 1<sup>st</sup> through the close of the school year?</b>	
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

<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> In SY22, 151 students were enrolled. No students enrolled after October 1 and 9 students left. 142 students remained enrolled at the end of the school year and the same number remained enrolled for the full year. This represents a 94% retention rate. This number fell short of the projected enrollment of 145.</p>
<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> October 1 enrollment for SY21 was 132 and 5 students left after this date, which represents a 96% retention rate.</p>
<p><b>2021</b>  <b>Rating: 3</b>  <b>Comments:</b> October 1 enrollment for SY20 was 142 and 12 students left after this date, which represents a 92% retention rate.</p>
<p><b>2020</b>  <b>Rating: 3</b>  <b>Comments:</b> In school year 2019, Spero had 133 students on October first. Only three students left after this date for a 98% retention rate.</p>
<p><b>2019</b>  <b>Rating: 3</b>  <b>Comments:</b> In school year 2018, Spero had 110 students on October first. Only two students left after this date for a 98% retention rate.</p>
<p><b>Source:</b> Annual report (pp. 22)</p>

**3.17 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 20%.

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.
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero conducted a parent survey in Spring of 2022. The response rate for the survey was 25%. Parents indicated a high degree of satisfaction with overall programming and with the level of care and involvement from teachers. 94% of parents responding indicated an overall satisfaction with Spero.</p>	
<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> Spero conducts a parent survey each year. In Winter 2021, the school received 21 responses and 92.7% of parents rated their position as “overall satisfaction”.</p>	
<p><b>2021</b>  <b>Rating: 1</b>  <b>Comments:</b> Spero conducts a parent survey each spring. In 2020, the response rate was 23% (32 surveys). While the survey is comprehensive and gathers data that is used by the board to make improvements, the survey does not include an overall satisfaction metric, which is needed to score this item.</p> <p>Please add an overall satisfaction question moving forward to ensure an ability to accurately score this item.</p>	
<p><b>2020</b>  <b>Rating: 1</b>  <b>Comments:</b> Spero conducts a parent survey each spring. In 2019, the school had a 14% response rate.</p> <p>The school received the highest levels of satisfaction in the following areas: communication (90%/95%), specialist programs (100%), learning environment (90%), special education programs (96%), and confidence in the school’s ability to address students’ social/emotional needs (90%).</p> <p>The school has flagged this item and plans to add an overall satisfaction question moving forward</p>	
<p><b>2019</b>  <b>Rating: 1</b>  <b>Comments:</b> Spero conducts a parent survey each spring. In 2018, the school had an 18% response rate.</p> <p>Communication, the learning environment, special education services and the school’s ability to address students’ social/emotional needs all received high ratings of satisfaction. Information</p>	

regarding overall satisfaction was not provided. In future surveys, please consider include a question regarding overall satisfaction and provide this information in the annual report.

**Source:** Annual report, (Appendix A)

### **3.18 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.

<p>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</p>
<p>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.</p>
<p><b>2023</b>  <b>Rating: 4</b>  <b>Comments:</b> The new facility in Brooklyn Park opened for students in the Fall of 2022. Both the brand-new facility and the Minneapolis facility are warm, welcoming and obviously designed around the needs of students.</p>
<p><b>2022</b>  <b>Rating: 4</b>  <b>Comments:</b> This is Spero’s fourth year in the new facility, which offers student and families a warm and welcoming learning environment designed to support student needs and programming.</p>
<p><b>2021</b>  <b>Rating: 4</b>  <b>Comments:</b> This is Spero’s third year in the new facility, which offers student and families a warm and welcoming learning environment designed to support student needs and programming.</p>
<p><b>2020</b>  <b>Rating: 4</b>  <b>Comments:</b> Spero has building and outdoor space designed with the needs of students at the forefront. The learning environment is welcoming and supports the school’s programming.</p>
<p>2019  <b>Rating: 4</b>  <b>Comments:</b> Spero began in a new building designed specifically to serve the needs of their student population. Significant time, research and thought were spent creating a space with the layout and aesthetics that would best support the school’s programming. The new space is warm and welcoming with ample space.</p>
<p><b>Source:</b> Authorizer observation</p>

## Attachment #10 – Intervention Policy

UST evaluates all of the information it obtains through its ongoing oversight to inform decision-making. School’s performance and/or actions may trigger an intervention. The chart below describes what triggers different levels of intervention as well as the ensuing result. Official interventions require a response from the school’s Board of Directors. An intervention level is determined by the severity of the concern and need not begin with level one or advance level-by-level.

<b>Status</b>	<b>Triggered by...</b>	<b>Will Result in....</b>
<i>Level One</i> Notice of Concern	<ul style="list-style-type: none"> <li>• Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means.</li> <li>• Repeated failure to submit required documents on a timely basis.</li> </ul>	<ul style="list-style-type: none"> <li>• Letter to the school’s board (council) detailing areas of concern.</li> <li>• Review and reconsideration of goals and performance targets in the Accountability System.</li> <li>• UST Charter School Accountability Board recommendation that the school develops a School Improvement Plan (SIP).</li> </ul>
<i>Level Two</i> Notice of Deficiency	<ul style="list-style-type: none"> <li>• Failure to meet multiple performance targets; or glaring or repeated failure to meet a single performance target.</li> <li>• Failure to comply with applicable law or significant failure to comply with Board condition(s) of the charter.</li> </ul>	<ul style="list-style-type: none"> <li>• Letter to the school’s board (council) detailing areas of deficiency.</li> <li>• SIP containing specific improvement objectives, technical assistance requirements, and schedule for remedial action negotiated with the UST Charter School Accountability Board.</li> </ul>
<i>Level Three</i> Notice of Probationary Status	<ul style="list-style-type: none"> <li>• Continued failure to meet performance targets; and failure to meet objectives of SIP.</li> <li>• Continued Failure to comply with applicable law or with the charter.</li> </ul>	<ul style="list-style-type: none"> <li>• SIP imposed by the UST Charter Accountability Board.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<i>Level Four</i> Charter Extended Review	<ul style="list-style-type: none"> <li>• Pattern of failure to comply or meet performance targets; or</li> <li>• failure to successfully address terms of probation.</li> </ul>	<ul style="list-style-type: none"> <li>• Recommendation to revoke, not to revoke, or to impose lesser sanctions.</li> <li>• Decision to commence or not to commence revocation proceedings made by UST Charter School Accountability Board.</li> </ul>
<i>Level Five</i> Charter Revocation	<ul style="list-style-type: none"> <li>• Charter review results in recommendation to revoke.</li> </ul>	<ul style="list-style-type: none"> <li>• Written notice from the UST Charter School Accountability Board stating reasons for proposed revocation and informing school of right to an informal hearing.</li> <li>• Record of informal hearing.</li> <li>• Decision to revoke or not to revoke made by UST Charter School Accountability Board.</li> </ul>

**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.

<b>Item</b>	<b>Description of Required Actions</b>	<b>School’s Responsible Party</b>	<b>Completion Date</b>	<b>Status</b>
<b>Immediate Board Actions</b>				

<b>1</b>	<b>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</b>			
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<b>Item</b>	<b>Description of Required Actions</b>	<b>School's Responsible</b>	<b>Completion Date Party</b>	<b>Status</b>
	<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.			
<b>2</b>	<b>Reserve Funds</b> 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.			
<b>Notifications and Further Actions</b>				

<p><b>3</b></p>	<p><b>Notification of Parents / Guardians</b></p> <p>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> <ul style="list-style-type: none"> <li><input type="checkbox"/> Date of the last day of regular instruction;</li> <li><input type="checkbox"/> cancellation of any planned summer school;</li> <li><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;</li> <li><input type="checkbox"/> inclusion of a listing of the names of charter, parochial, public and private schools in the area;</li> <li><input type="checkbox"/> indicate how transfer of student records will be handled and offer of copies of student records before the CHARTER REVOCATION;</li> <li><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.</li> <li><input type="checkbox"/> Provide the UST with a copy of the notice.</li> </ul>			
<p><b>4</b></p>	<p><b>Final Report Cards and Student Records Notice</b></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>			

Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><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.</li> <li><input type="checkbox"/> Provide the UST with a copy of the notice.</li> </ul>			

<p><b>5</b></p>	<p><b>Transfer of Student Records and Testing Material</b></p> <p>No later than 10 business days after CHARTER REVOCATION send student records to the <b>student's</b> district of residence, including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;</li> <li><input type="checkbox"/> student health / immunization records;</li> <li><input type="checkbox"/> attendance records; and</li> <li><input type="checkbox"/> <b>information about any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56</b> <input type="checkbox"/> all other student records.</li> <li><input type="checkbox"/> provide UST with confirmation of records transfer</li> </ul> <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"> <li><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.</li> <li><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).”</li> </ul>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
6	<p><b>Notification of School Districts</b></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"> <li><input type="checkbox"/> If applicable, notification regarding cessation of food and transportation services should be provided.</li> <li><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.</li> <li><input type="checkbox"/> Provide UST with a copy of the notice.</li> </ul>			
7	<p><b>Notification of Funding Sources / Charitable Partners</b></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"> <li><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.</li> <li><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.</li> </ul>			

<b>8</b>	<p><b>Notification of Contractors and Termination of Contracts</b></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"> <li><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.</li> <li><input type="checkbox"/> Provide the UST with a copy of such notice.</li> <li><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.</li> </ul> <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>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Telephone, gas, electric, water, insurance (premises and D&amp;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.</li> </ul>			

<p><b>9</b></p>	<p><b>Notification of Employees and Benefit Providers</b></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"> <li><input type="checkbox"/> health care / health insurance;</li> <li><input type="checkbox"/> life insurance;</li> <li><input type="checkbox"/> dental plans;</li> <li><input type="checkbox"/> eyeglass plans;</li> <li><input type="checkbox"/> cafeteria plans;</li> <li><input type="checkbox"/> 401(k), retirement plans; and <input type="checkbox"/> pension plans.</li> <li><input type="checkbox"/> TRA</li> <li><input type="checkbox"/> PERA</li> </ul> <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.) <i>See</i> School Wind-Up Plan and Action regarding payment of taxes, below.</p>			
<p><b>10</b></p>	<p><b>Notification of Food and Transportation Services and Cancellation of Contracts</b></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>			
<p><b>11</b></p>	<p><b>Notification of UST Regarding Lawsuits</b></p>			

Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<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>			
<b>Assets, Creditors and Debtors</b>				
12	<p><b>List of Creditors and Debtors; UCC Search</b></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> <ul style="list-style-type: none"> <li><input type="checkbox"/> This list is not the same as the contractor list, above, but may include contractors, which should be listed.</li> <li><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.</li> <li><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.</li> <li><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.</li> <li><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.</li> </ul>			

<b>13</b>	<p><b>Notification to Creditors</b></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>			
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Item	Description of Required Actions	School’s Responsible	Completion Date Party	Status
<b>14</b>	<p><b>Notification to Debtors</b></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><b>School Wind-Up Plan and Action</b></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"> <li><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.</li> <li><input type="checkbox"/> Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION.</li> <li><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).</li> <li><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 Liquidation of Assets, below.</i>)</li> <li><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.</li> <li><input type="checkbox"/> Cancellation of corporate credit cards and lines of credit.</li> <li><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.</li> <li><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).</li> </ul>			
16	<p><b>Protection of Assets; Insurance</b></p>			

Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
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	<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"> <li><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.</li> <li><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.</li> <li><input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible.</li> <li><input type="checkbox"/> Appropriate security services should be obtained or maintained.</li> <li><input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility.</li> </ul>			
<p><b>17</b></p>	<p><b>Inventory</b></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> <ul style="list-style-type: none"> <li><input type="checkbox"/> All assets of the School, not just ones over a certain dollar value must be inventoried.</li> <li><input type="checkbox"/> Provide UST with a copy of the inventory.</li> <li><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.</li> <li><input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</li> <li><input type="checkbox"/> Return assets not belonging to School and document same.</li> </ul>			
<p><b>18</b></p>	<p><b>Liquidation of Assets</b></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"> <li><input type="checkbox"/> Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In</li> </ul>			

	cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction,			
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<b>Item</b>	<b>Description of Required Actions</b>	<b>School's Responsible</b>	<b>Completion Date Party</b>	<b>Status</b>
	<p>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> <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>			
<b>19</b>	<p><b>D&amp;O Insurance</b></p> <p>Maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such D&amp;O insurance exists, disclose this fact to the board of directors.</p>			

<p><b>20</b></p>	<p><b>Interim Statements</b></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> <ul style="list-style-type: none"> <li><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</li> <li><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</li> <li><input type="checkbox"/> all income generated through sale or auction of assets and any other change in status of assets.</li> </ul> <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>			
<p><b>21</b></p>	<p><b>Final Statement</b></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"> <li><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</li> </ul>			

Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
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	<ul style="list-style-type: none"> <li><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</li> <li><input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</li> <li><input type="checkbox"/> each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.</li> <li><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.</li> <li><input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below).</li> </ul>			
<b>Corporate Records / Accounting</b>				
<b>22</b>	<p><b>Final Financial Statement Audit</b></p> <p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1<sup>st</sup> of the calendar year in which the School ceases instruction.</p>			
<b>23</b>	<p><b>Closeout of State and Federal Grants</b></p> <p>State, federal and other grants must be closed out, including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> notification to the grant entity of the School closure; and</li> <li><input type="checkbox"/> filing of any required expenditure reports or receipts and any required program reports.</li> </ul> <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>			
<b>24</b>	<p><b>U.S. Dept. of Education Filings</b></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>			

<p><b>25</b></p>	<p><b>IRS Status; Reports</b></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> <p><input type="checkbox"/> notification to IRS regarding any address change of the School Corporation; and</p>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><input type="checkbox"/> filing of required tax returns or reports (e.g., IRS form 990 and Schedule A).</li> <li><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.</li> </ul>			
<p><b>26</b></p>	<p><b>Corporate Records</b></p> <p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Loans, bonds, mortgages and other financing;</li> <li><input type="checkbox"/> Contracts;</li> <li><input type="checkbox"/> Leases;</li> <li><input type="checkbox"/> Assets and asset sales;</li> <li><input type="checkbox"/> Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042.</li> <li><input type="checkbox"/> Governance (Minutes, by-laws, policies);</li> <li><input type="checkbox"/> Employees (background checks, personnel files);</li> <li><input type="checkbox"/> Accounting/audit, taxes and tax status, etc;</li> <li><input type="checkbox"/> Personnel,</li> <li><input type="checkbox"/> Employee benefit programs and benefits; and</li> <li><input type="checkbox"/> Student summary test data files</li> <li><input type="checkbox"/> Any items listed in this Closure Plan.</li> </ul>			

	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.			
<b>Dissolution / Final Distribution of Assets</b>				
<b>27</b>	<b>Resolution of Dissolution</b>  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.			
<b>28</b>	<b>Dissolution</b>  If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:			
<b>Item</b>	<b>Description of Required Actions</b>	<b>School's Responsible Party</b>	<b>Completion Date</b>	<b>Status</b>

	<p><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> <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><b>Final Distribution of Assets</b></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> <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><input type="checkbox"/> 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> <li><input type="checkbox"/> 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.</li> </ul>			