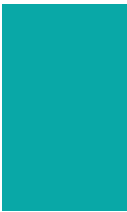


## Appendix 12: Charter Contract Template



CHARTER CONTRACT

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# CHARTER SCHOOL CONTRACT

Between

Pillsbury United Communities

and

School Name

WHEREAS, the primary purpose of the School is to provide an educational program for its students in order to improve all pupil learning and all student achievement; and

WHEREAS, the secondary purpose(s) of the School's educational program is/are to:

- Increase learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;
- Establish new forms of accountability for schools; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Pillsbury United Communities' intent to charter the School; and

WHEREAS, Pillsbury United Communities has considered the authorization of the School and has approved the issuance of a charter contract to the School.

NOW, THEREFORE, Pillsbury United Communities grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions.

## ARTICLE I

### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Applicable Law" means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) "Charter School Act" means the Minnesota Statutes 124E, as amended, and any rules adopted pursuant thereto.
- (c) "Commissioner" means the Commissioner of the Minnesota Department of Education.
- (d) "Contract" means this Charter School Contract between PUC and the School.
- (e) "Department of Education" means the Minnesota Department of Education.

- (f) "PUC" means Pillsbury United Communities.
- (g) "School" means Charter School which is established as a charter school under this Contract pursuant to the Charter School Act. The name and location of the School will not be changed without the prior written consent of PUC.
- (h) "School Board" means the Board of Directors of the School.
- (i) "Student" and "Pupil" are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

- A. Description of Educational Program
- B. Implementation of Statutory Purposes
- C. Academic & Non-Academic Goals
- D. Admissions Policies & Procedures
- E. Governance, Management & Administration Plan
- F. Financial Management Plan
- G. Statement of Assurances Signed by All Board Members
- H. Charter School Closure Checklist & Plan
- I. Provisions for Service Provider
- J. Performance Evaluation of School
- K. On-Going Evaluation Criteria, Process, & Procedures
- L. Range of Possible Interventions
- M. Quality School Review Report

## ARTICLE II

### RELATIONSHIP BETWEEN THE SCHOOL AND PUC

Section 2.1. Voluntary Authorization. PUC qualifies as an authorizer pursuant to Minnesota Statute 124E.05. In granting this Contract, PUC voluntarily exercises powers given to PUC pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of PUC's autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of PUC nor an agent of PUC. The relationship between the School and PUC is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between

PUC and the School. Except as otherwise provided in this Contract, PUC shall have no authority or control over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, general, special, or moral, of PUC. The School will never pledge the full faith and credit of PUC for the payment of any School contract, mortgage, loan or other instrument of indebtedness.

Any contract, mortgage, loan or other instrument of indebtedness entered into by PUC and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. PUC will never pledge the full faith and credit of the School for the payment of any PUC contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate PUC, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that PUC in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School.

PUC has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does PUC have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by PUC.

Section 2.5. Limited Use of "PUC" Name. The School may not use the name of PUC or any assumed name, trademark, division or affiliation of PUC in any of the School's promotional advertising, contracts, or other materials without PUC prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by Pillsbury United Communities ." Pursuant to Minnesota Statute 124E.07 Subd. 8(b) the School shall identify PUC as its authorizer and provide contact information.

### ARTICLE III

#### ROLE OF PUC

Section 3.1. Oversight Responsibilities of PUC. PUC has the responsibility to oversee the School's academic, financial, operational, and student performance, including the School's compliance with this Contract and Applicable Law. PUC shall monitor and evaluate School performance using various criteria, processes, and procedures set forth general in Article VI and Exhibit K.

Section 3.2. Authorizer Fee. The School shall pay PUC a fee for PUC's execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act, except that if Minnesota law is amended to increase this fee, the School will pay the increased fee.

### ARTICLE IV

#### PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and

shall not undertake any action to jeopardize its 501(c) (3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public school or that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers; enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract so long as such contracts are in compliance with applicable law.

Section 4.3. Assumption of Liability. The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or are in any manner connected with the School's operations.

## ARTICLE V

### LEGAL STATUS OF THE SCHOOL

Section 5.1. Nonprofit Status. The School shall be organized and operated as a nonprofit cooperative under as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended. Notwithstanding any provision of Minnesota Statutes Chapters 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation. The school represents that The Articles of Incorporation of the School, are accurate as of the date of this contract, and have not been otherwise altered or amended.

Section 5.3. Bylaws. The school represents that the Bylaws of the School, as of the date of this contract, are accurate and have not been otherwise altered or amended. Bylaws shall be amended in accordance with procedures specified in the School's Bylaws. Updates Bylaws (as amended) must be forwarded to PUC within 20 days.

## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The School Board shall decide matters related to the operation of the School, not otherwise specified by this Contract, including but not limited to budgeting, curriculum, and operating procedures.

Section 6.2. School Board Meetings. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information contained in the exhibits, including without limitation, the Academic and Non-Academic goals identified in Exhibit C.

Section 6.4. Compliance with all Applicable Laws. The School shall comply with all Applicable Laws.

Section 6.5. Programs Offered by School.

- (a) Educational Programs: In-School Time. The School provides the in-school time program summarized in Exhibit A. Except as may be otherwise limited by the Department of Education approval of the PUC

affidavit of intent to charter the school or expanded by Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment to students for the following in-school time program(s):

☐ Early Learning

☐ Preschool Instructional

☐ Pre-K

☐ Approved Grades [X] – [X]; Operational Grades Served [X] – [X]

Section 6.6. Academic Curriculum Program. The School will implement and adopt curriculum consistent with the educational program information set forth in Exhibit A.

Section 6.7. Methods of Student Assessment. The School shall evaluate students' performance based on the assessment strategies identified in this Contract and in its annual report. The School will report on its academic performance in its Annual Report.

- (a) Academic Measures – PUC will monitor student academic performance and the academic culture at the school.
1. Regular Assessments. PUC will monitor academic achievement by reviewing student performance data.
  2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
  3. Nationally Normed Referenced Assessments & School-Level Assessments. School students may take a nationally normed referenced assessment on at least an annual basis. In addition, School students will also take assessments that are consistent with the education program articulated in Exhibit A, the statutory purposes articulated in Exhibit B and the school goals articulated in Exhibit C.
  4. Assessment and Test Results. The School will provide PUC results of government required assessments at such time as the School receives its formal assessment results, and the School will provide PUC the results of any other assessment data as requested by PUC, but no more than quarterly. PUC will compare the school's testing data to testing data of other comparable schools in order to measure performance. If the School wishes to change assessments that effect goals articulated in Exhibit C, those changes must be agreed upon by PUC and this Contract will be amended to reflect the change.
  5. Pillsbury United Communities Annual Required Meetings. The School agrees to participate in PUC Annual Required Meetings. PUC will inform the School of the dates of such required meetings each year, no later than August 1. Costs to the School, if any, will be limited to transportation, means and lodging. PUC will monitor the School's participation in these required meetings.
  6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing quality assessments and measures of student outcomes. The School will advise PUC of its professional development activities in its Annual Report.
- (b) Site Visits. PUC may engage in scheduled and unscheduled site-visits in the course of the academic year. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic and programs, and evaluate operations



and other matters. PUC may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by PUC.

(c) Remediation.

- a. School Initiated. If the School fails to make adequate progress towards achieving its academic outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to PUC for review and comment prior to adoption and implementation.
- b. PUC Initiated. If PUC has a concern about the School, or if the School fails to make adequate progress towards achieving its academic outcomes/goals or to meet financial requirements, or to comply with Applicable Law, or other requirements, PUC shall provide the following notices, as applicable and considered appropriate by PUC.
  - (a) Notice to School Leader and/or Board Chair. PUC shall notify the school leader and/or board chair of area(s) of concern for correction. PUC may specify a target date for correction.
  - (b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if the situation involves an urgent concern, PUC will formally notify the school board of the area(s) of concern for correction and may ask the school board to adopt a specific performance improvement plan. If PUC requires the School to retain a third-party investigation, the third-party investigator must be acceptable to PUC and the school board shall authorize such investigator to provide status reports to and communicate with PUC. PUC shall specify a target date for correction which may, if circumstances warrant, be amended.
  - (c) Notice to School Board of Charter Revocation/Termination. PUC initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the number of days and hours required by Minn. Stat. 120A.41 and shall notify PUC by each July 1<sup>st</sup> of the number of instructional days and hours for that school year.

Section 6.9. Finance, Reporting and Compliance.

- (a) To PUC. The school will furnish PUC with monthly reports, through means determined by PUC. The report must contain budgeted and actual revenue and expenses by year-to-date percentages, as well as cash flow statements, disbursements and fiscal year-end fund balance projections. At least quarterly, through means determined by PUC, the School will provide PUC with a balance sheet, income statement, and student enrollment report with enrollment expressed in terms of funding mechanisms (e.g. Pupil Units). Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or PUC, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School will execute a release to enable PUC to discuss the school's financial matters with its external auditor and accounting service provider if any. The school will submit the release to PUC no later than October 1st of each school year.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law.

By June 30th of each year, the School Board shall submit to PUC a copy of its final approved budget for the following school year. The budget must detail budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10) business days after school board approval, revisions or amendments to the School's budget shall be submitted to PUC.

- (b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. Accounting Standards. The School shall at all times comply with generally accepted public sector accounting principles, generally accepted standards of fiscal management, and accounting system requirements that comply with Department of Education requirements.

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and or the Legislative Auditor. The School will submit the finalized financial audit with any required supplemental information to PUC no later than December 31 for the preceding fiscal year.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The school will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. The school shall have an approved policy regarding the administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of PUC. PUC may review the feasibility of any fundraising/non-government grants or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.14. Annual Reports. The School will submit its state required annual report to PUC no later than October 1st for the immediately preceding school year ending June 30th. The annual report shall be approved by the School Board prior to the submission to PUC and will include such information as PUC may require, including at a minimum, information required by Applicable Law and a report on the School's performance as it relates directly to the goals articulated in this contract in Exhibit C. The School will post the Annual Report on the school's official website and distribute the Annual Report by publication, mail, or electronic means to school employees, and parents and legal guardians of students enrolled in the School no later than October 1st.

Section 6.15. Authorization of Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of PUC for any purpose. With respect to School employees, the School

shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Relations Act (PERA), Minnesota Statutes Chapter 179A, as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the School and who reside in the district in which the School is located; otherwise, transportation will be provided by the district in which the School is located. In providing transportation either through the district or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to PUC within five (5) days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify PUC, via an updated board roster, of any resignations or additions to its school board within ten (10) days of such change. The School agrees to obtain background checks, at the School's or the individual's expense, whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board and provide copies of the background check(s) to PUC when requested. In addition, the School agrees to furnish PUC with finalized minutes of the Board's meetings at such time as the minutes are approved by the School Board. The School further agrees to notify PUC of the School Board regular meeting schedule when requested by PUC. The School agrees to inform PUC of any special and emergency meetings at the same time as notice is provided to board members and the public.

Section 6.21. Additional Reporting Obligations.

- a) Teacher Licensure. The School will advise PUC, in its Annual Report and through submission of a STAR report if requested, each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught.
- b) Other Reporting. The School will furnish other critical documents, data or information at PUC's request. PUC agrees that requests for other reporting will be reasonable and necessary.

Section 6.22. Cooperation and Third Parties. The School agrees to cooperate with and assist PUC or its designee in providing the access, information, and data PUC requires at PUC's sole discretion in executing this Contract. The School understands and agrees that PUC may contract with a third party to perform any of PUC' oversight functions identified in this Article VI.

## ARTICLE VII

### GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited. The School shall not charge tuition. 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, including Minn. Stat 123B.34-123B. 39.

Section 7.2. Establishment of Religion Prohibited. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being home schooled.

Section 7.4. Open Admissions. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be re-enrolled for the next school year until formally withdrawn from the School.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, selection shall be by lottery except that the School shall provide enrollment preference to siblings of the School's enrolled students and to foster children of any of the School's enrolled student's parents. The School may provide enrollment preference for the children of the School's staff.

## ARTICLE VIII

### COMPLIANCE WITH STATE AND FEDERAL LAWS

Section 8.1. State Laws. The School shall comply with applicable state laws. Nothing in this Contract shall be deemed to apply any other state law to the School. Except as otherwise provided by the Charter School Act or this Contract, the School shall be exempt from all Minnesota Statutes and rules applicable to a school, school board, and school district unless the statute or rule is made specifically applicable to a charter school.

(a) Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.
2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration. The School will execute a release to enable PUC to

discuss the school's special education program compliance with the School's Special Education Director. The school will submit the release to PUC no later than September 1st of each school year.

3. Systems & Services. The School shall implement, at a minimum:
  - a. A child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.
  - b. A system for conducting comprehensive initial and reevaluations to determine eligibility for special education and related services.
4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain excess special education costs not paid by state special education fund to the student's resident district. The combination of state special education funds and the ability to bill to the district certain excess special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide special education instruction and services to such children.

- (b) Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.
- (c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization, or exemption consistent with Applicable Law, against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- (e) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.56. The school board shall provide to PUC its approved discipline policy and procedure consistent with MPFDA within 120 days of the effective date of this Contract. The School shall comply with the continuing truant notifications under Minnesota Statute section 260A.03.
- (f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo. The School gives PUC the authority to use the School's name

and logo on the PUC website, newsletters, or other materials including public reports solely for the purposes of identifying that the School is authorized by PUC.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records.

## ARTICLE IX

### AMENDMENT

Section 9.1. Amendments. PUC and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory responsibilities of PUC as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations rights or remedies of either the School or PUC, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights or remedies of the School and PUC shall conform to and be carried out in accordance with the change in Applicable Law.

## ARTICLE X

### CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract may be revoked/terminated and need not be renewed by PUC upon a determination by PUC that one or more of the following has occurred:

- 1) Failure of the School to meet the requirements for student performance set forth in this Contract; or
- 2) Failure of the School to meet generally accepted standards of fiscal management; or
- 3) Failure of the School to comply with all Applicable Laws

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, PUC may revoke/terminate or not renew this Contract, upon PUC's determination that one or more of the following has occurred:

- a) The School is unable to pay its bills as they become due is insolvent, or is bankrupt;
- b) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- c) The School substantially defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) PUC discovers negligent, fraudulent or criminal conduct by any of the School's applicant(s), directors, officers, employees or agents in relation to the school's performance under this Contract; or
- e) The School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to The Department of Education or PUC in connection with PUC's issuance of this Contract,

or the School's reporting requirements under this Contract or Applicable Law; or programs outlined in any supplemental affidavit.

- f) Other good cause shown.

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract. PUC's process for revoking/terminating or not renewing the Contract is as follows:

- a) Notice of Intent to Revoke/Terminate or Not Renew. PUC, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing an informal hearing before PUC within fifteen (15) business days of receiving the notice.
- b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with PUC. The School Board's failure to provide to PUC a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to PUC's proposed action.
- c) Informal Hearing. Upon receiving a timely written request for an informal hearing, PUC shall give ten (10) business days' notice to the School Board of the hearing date and time, and PUC shall conduct such hearing.
- d) Plan of Correction. PUC shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If PUC determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, PUC shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, PUC is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew. PUC is not obligated to offer a Plan of Correction to the School.
- e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. PUC may withdraw its notice of intent to revoke/terminate or not renew if PUC determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.
- f) Effective Date of Revocation/Termination or Nonrenewal. If PUC decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of PUC's act of revocation/termination or nonrenewal, or at a later date as determined by PUC, such date

specified by PUC in its determination of revocation/termination or nonrenewal. PUC must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or non renewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Applicable Law relating to dissolutions and Exhibit H.

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property which has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to any other Minnesota Charter School. Any remaining property will then will be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos and other materials or apparatus which have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's academic plan and curriculum; the School will ensure that its employment agreement with its employees document that such property is School property.

## ARTICLE XI

### ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

(a) Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving all pupil learning and all student achievement is the most important factor PUC will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic and non-academic goals identified in Exhibit C. PUC will also consider the degree to which the School has improved all pupil learning and all student achievement other than the attainment of goals specified in Exhibit C.

PUC will consider other factors in its renewal determination, which factors are considered secondary to improving all pupil learning and all student achievement. Specifically, PUC will consider the School's achievement of additional purposes specified in Exhibit B, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.



The School will be eligible for renewal only if the School has improved all pupil performance and student achievement, and met education performance expectations notwithstanding superior performance in financial, operations, governance and legal compliance factors.

2. Considerations Warranting Nonrenewal. The School agrees that nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement. For example, nonrenewal will result from the School's failure to improve pupil learning and student achievement (notwithstanding superior performance in financial, operations, governance or legal compliance factors) and may result from the School's improvement of pupil learning and student achievement combined with a failure to achieve education goals specified in Exhibit C or significant financial, operational, governance or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance or legal compliance areas, or deficiencies in multiple areas.
  3. Probationary Renewal. If the School has improved pupil learning and student achievement, but School performance also indicates the existence of a significant financial, operational, governance or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance or legal compliance areas, or deficiencies in multiple areas, PUC may, but is not obligated to, renew this Contract. If PUC renews the Contract in these circumstances, the renewal is probationary with a term of two years or less, and the School acknowledges and agrees that the School must continue to improve pupil learning and student achievement and must eliminate and resolve the deficiencies causing the probationary renewal and that no additional deficiencies are created or identified during that renewal term in order to be eligible for a subsequent renewal.
  4. Application. By November 15<sup>th</sup> of the School Year in which this Contract terminates, the School will either inform PUC that it no longer desires to be authorized by PUC after the conclusion of the contract period, or submit an application to PUC, in the manner PUC requests, which shall contain three parts: (1) School Performance. An analysis and evaluation of the School's performance under this Contract, which shall include a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of governance performance, compliance with reporting obligations, and fiscal management, (2) Proposed Goals. A proposal for goals for the following contract period, and (3) Other Information. Any other information the School desires PUC to consider. The School agrees to provide PUC documentation supporting the school's evaluation if requested by PUC.
  5. PUC will notify the School at least 60 business days prior to the termination of this Contract of its proposed renewal action. If PUC offers a renewal contract, the terms of the Contract will be at the sole discretion of PUC.
- (b) Transfer to a Different Authorizer. The School acknowledges that PUC must consent to the School's transfer to another authorizer. If PUC consents to the School's request to transfer to a different authorizer, the School agrees to reimburse PUC for any authorizer fees waived or not paid.

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage's:

- (a) workers' compensation insurance;

- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minn. Stat. 466.04, including a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence, and up three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverage's as follows: minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of five hundred thousand dollars (\$500,000).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to PUC, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide PUC or its designee copies of all insurance policies required by this Contract, if requested by PUC, PUC may periodically review the types and amounts of insurance coverage's that the School secures.

The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department of Education may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements, The School shall provide the Department of Education with any insurance information, as requested.

The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.

Section 11.3. School Lease. The School shall provide to PUC a copy of its lease, and any subsequent amendment(s), in which the School shall operate within fourteen (14) calendardays of execution. The school will provide to PUC any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (i) ensure that the School's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to PUC before the first day of classes, if requested by PUC.

Section 11.5. Legal Liabilities. PUC does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The School acknowledges and agrees it assumes full liability for its activities and that the Commissioner, PUC, officers and members of the Board of PUC, and employees of PUC, are immune from civil and criminal liability with respect to all activities related to the School; pursuant to Minnesota Statutes Section 124E.09, and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of PUC & Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless PUC and its board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding

Minn. Stat. Section 3.736: from all suits, claims, demands, or liabilities, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of PUC upon information supplied by the School, or School Board and its agents or employees, which arise out of the failure of the School to perform its obligations under this Contract or which arise out of PUC's exercise of its obligation under Applicable Law and this Contract. The School will also provide to PUC a certificate from the insurance company naming PUC as an "additional insured".

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective on the date (July 1, 2016) of its issuance and shall remain in full force and effect for 3 academic years through the end of the 2019 school year, and shall terminate on June 30, 2019, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to PUC:

Pillsbury United Communities

Attn: Charter School Liaison

1701 Oak Park Ave N

Minneapolis, MN 55411

If to School:

School Name

Address

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to §9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between PUC and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or PUC.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8 Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of School and PUC. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.13. Non-agency. School is not an agent of PUC and PUC is not an agent of the School.

Section 12.14. Termination of Responsibilities. Except as provided in §12.15, upon termination or revocation of the Contract, PUC or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection with this Contract.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1(a)3 Probationary Renewal, 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of PUC, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

As the designate of PUC, I hereby issue this Contract to the School as of the date set forth:

DATE:

PILLSBURY UNITED COMMUNITIES

By: \_\_\_\_\_

Adair Mosley

Its: President/CEO

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

By: \_\_\_\_\_

Title: School Name Board Chair

## Exhibit A: DESCRIPTION OF EDUCATIONAL PROGRAM

School to submit description of educational program with application.

## Exhibit B: STATUTORY PURPOSES

The primary purpose of school is to improve all pupils learning and all student achievement.

The additional purpose(s) of school are:

- Increase learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;
- Establish new forms of accountability for schools;
- Create new professional opportunities for teachers.

The school will report its implementation of these primary and additional purposes through an annual report to Pillsbury United Communities, per Section 6.14.

## Exhibit C: ACADEMIC & NON-ACADEMIC GOALS



## **Exhibit D: ADMISSIONS POLICY AND PROCEDURES**

Admissions will be on a lottery basis. The school will publicize an enrollment period and a deadline date, and determine capacity for each class.

At the end of the enrollment period, the school will determine whether there are more applicants than space in a particular class. If there are more students than can be accommodated in a particular class a lottery will be held within one week after the enrollment deadline.

If enrollment numbers are lower than intended enrollment, all students will be admitted.

This admission policy follows Minn. Stat. § 124E.11; all students will be welcomed.

## **Exhibit E: GOVERNANCE, MANAGEMENT AND ADMINISTRATION PLAN**

School Name shall have all powers, duties and responsibilities provided by law to a results-oriented school.

School Name shall abide by all applicable federal laws, statutes and regulations.

School Name shall be exempt from all Minnesota statutes and rules applicable to a School, a School board or a School district, except as provided by Minnesota Statutes, section 124E or as otherwise specified in this Contract.

School Name shall be governed by a Board of Directors elected in accordance with policies and procedures in the School's Bylaws and consistent with statutory requirements.

The School Name Board of Directors shall decide matters related to operation of the School, including, but not limited to, budgeting, curriculum, and operating procedures.

Meetings of the School Name Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.

The School Name Board of Directors delegates the day-to-day management of the School to the administrator(s) who is/are hired and supervised by the School Name Board of Directors. The School Name Board of Directors may choose to contract with a third-party provider (CMO/EMO) for comprehensive education design and operation services or comprehensive management services.

The School Name Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes, section 122A.15, Subdivision 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed by the School shall be treated by the School Name as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.

The School Name Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

School Name Board of Directors may discharge teachers and non-licensed employees.

School Name shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the School's total special education system (TSES). This administrator shall also be responsible for overseeing that the School has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the School's continued compliance with this policy and special education services to students.

The School Name shall pursue all financial resources available to Schools to provide special education services.

The School Name Board of Directors shall demonstrate governance practices of a viable organization as measured by indicators including but not limited to: ongoing training for the Board of Directors, proper oversight by the Board of Directors, active participation by members of the Board of Directors, adopting of required policies, self-evaluation, evaluation of the school administrator(s) and other indicators identified in PUC performance evaluations.

School Name shall demonstrate operational practices of a viable organization as measured by indicators including but not limited to: evaluation of staff, gathering of appropriate student achievement and other data, timely and accurate submission of reports, employing appropriate and qualified staff, implementing effective and efficient transportation and

food programs, having appropriate insurances in place, maintaining a safe and healthy School environment, and other indicators identified in PUC performance evaluations.

## Exhibit F: FINANCIAL MANAGEMENT PLAN

School Name Board of Directors is trained in financial oversight.

School Name Board of Directors establishes, monitors, and amends the School's fiscal year budget.

School Name Board of Directors monitors and evaluates the School's recordkeeping, controls, and financial position.

School Name will utilize the Uniform Financial Accounting and Reporting Standards (UFARS). Student accounting will comply with the Minnesota Accounting and Reporting Student System (MARSS).

School Name retains an external auditor on an annual basis to review the school's internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits.

School Name shall be financially viable and sustainable organization as measured by indicators including but not limited to: fund balance, audit findings, proper use of public funds, appropriate financial systems, quality internal control processes, timely reporting, timely payment of invoices, percentage of funds dedicated to instruction, and other indicators identified in the PUC performance evaluations.

Meetings of the School Name Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.

School Name Board of Directors delegates the day-to-day management of the School to the administrator(s) who is/are hired and supervised by the School Name Board of Directors. The School Name Board of Directors may choose to contract with a third-party provider (CMO/EMO) for comprehensive education design and operation services or comprehensive management services.

The School Name Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes, section 122A.15, Subdivision 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed by the School shall be treated by the School Name as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.

The School Name Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

The School Name Board of Directors may discharge teachers and non-licensed employees.

The School Name shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the School's total special education system (TSES). This administrator shall also be responsible for overseeing that the School has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the School's continued compliance with this policy and special education services to students.

School Name shall pursue all financial resources available to Schools to provide special education services.

School Name Board of Directors shall demonstrate governance practices of a viable organization as measured by indicators including but not limited to: ongoing training for the Board of Directors, proper oversight by the Board of Directors, active participation by members of the Board of Directors, adopting of required policies, self-evaluation, evaluation of the school administrator(s) and other indicators identified in PUC performance evaluations.

School Name shall demonstrate operational practices of a viable organization as measured by indicators including but not limited to: evaluation of staff, gathering of appropriate student achievement and other data, timely and accurate submission of reports, employing appropriate and qualified staff, implementing effective and efficient transportation and food programs, having appropriate insurances in place, maintaining a safe and healthy School environment, and other indicators identified in PUC performance evaluations.

## Exhibit G: STATEMENT OF ASSURANCES SIGNED BY ALL BOARD MEMBERS



### Board Member Affidavit of Assurances

As a board Member of School: \_\_\_\_\_,

I assure the following:

- 1) Pursuant to Minn. Stat § 124E.07, the Charter School Board of Directors agrees to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools.
- 2) Pursuant to Minn Stat. § 122A.15, the Charter School Board assures the Charter School 1) will employ teachers who hold valid teaching licenses for the services in which they are employed; or will seek and obtain the appropriate waiver, 2) all employed staff, licenses and non-licensed, at the school will have the appropriate background checks, and 3) will have on file a document listing each teacher and the service for which she/he is employed and a copy of his/ her teaching licenses available to Pillsbury United Communities upon request.
- 3) Pursuant to the Charter School Contract, the Charter School Board of Directors assures Pillsbury United Communities Authorizer Department that background checks for all board members are completed and available to Pillsbury United Communities upon request.
- 4) The Charter School is an eligible entity pursuant to the Minnesota Charter School Law Minn. Stat. §124E.
- 5) Pursuant to Minn Stat. § 124E.14 and 124E.07 Subd. 3, I declare that I have no active conflicts of interest with any contractual obligations of the school. If a conflict exists, I will not participate in selecting, awarding, or administering the contract.
- 6) Pursuant to Minn Stat. § 124E.07 Subd. 3, I have no immediate family members that are employed by the charter school, I am not employed by Pillsbury United Communities, and I do not contract facilities, goods, or services to the charter school.

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Board Member Name (printed)

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Board Member Signature

Date

## Exhibit H: CHARTER SCHOOL CLOSURE PROCESS

### Charter School Closure Process and Plan

Updated September 2019

In the event of CHARTER REVOCATION, a formal notice of Charter Revocation will initiate the following actions. The Charter Closure Process and Plan document is completed by the board of directors of the school, in collaboration with Pillsbury United Communities (PUC), as soon as possible after final notification of closure.

Below is a re-cap of the specific timelines involved in the charter closure process and plan to be conducted by the charter school. *Please note that all of the notification timeline days are business days.* The school and PUC will coordinate a plan for document submission in order to ensure compliance during the closure process.

#### Notice of Charter Revocation

- 7 days after notice- Notify all resident districts that students reside within
- 10 days after notice- Notify parent/ guardians
- 10 days after notice- Send records to resident districts of students
- 20 days after notice- Establish dissolution plan
- Every 14 days after establishing dissolution plan and prior to charter revocation- submit updated dissolution plan to PUC
- 20 days after notice- Notify all contractors and employees
- 20 days after notice- Establish a list of all creditors and debtors, submit to PUC
- 30 days after a notice- Provide an inventory of assets to PUC

#### Last Instructional Day

- 7 days after last instructional day- Send student records and report cards to parent/ guardian

#### Charter Revocation

- 7 days after revocation- Notify funders
- 10 days after revocation- First Interim Financial Statement sent to PUC
- Every 30 days after revocation- Interim Financial Statement sent to PUC
- 20 days after revocation- If it has not been conducted, cancel food/ transportation contracts
- 30 days after revocation- Notify creditors and debtors

<b>Name of School:</b>  <b>Date - Notice of Charter Revocation:</b>  <b>Date – Charter Revocation:</b>  <b>Current Date:</b>	<b>Person Responsible</b>	<b>Date Completed and Comments</b>
<b>TASK</b>		
<b>Establish <i>ad hoc</i> School Board Committee for dissolution</b>		
Designate School contact person(s) to send and receive communications from PUC;		
Designate employees or School Board members who will handle various aspects of winding up of School operations;		
Provide contact information, and list of employees / School Board members and correspondent responsibilities to PUC		
Other:		
<b>Contact MDE – Charter Center Immediately</b>		
The Charter Center needs to be contacted immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal Law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at the MDE for guidelines and assistance. <i>(See Inventory and Liquidation of Assets below)</i>		
Other:		
<b>Reserve Funds</b>		
Segregate by School Board resolution in a separate checking account up to \$45,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.		



Other:		
<b>Notification to Parents / Guardians</b>		
<p>Within 10 days after the CHARTER REVOCATION date is set, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• date of the last day of regular instruction;</li> <li>• cancellation of any planned summer school;</li> <li>• notice to parents that enrollment of children in their district of residence or other school is mandatory under state law; and</li> <li>• describe the process to obtain student records to transfer appropriately.</li> </ul> <p>Provide PUC with a copy of the notice.</p>		
Other:		
<b>Final Report Cards and Student Records Notice</b>		
<p>Within 7 days after the last instructional day, provide parents / guardians with copies of final report cards and notice of where student records will be sent (the students' resident school district) and specific contact information of where records are stored.</p> <p>* The notice must advise the parent/guardian of who to inform after the parent/ guardian decides where to enroll the student.</p> <p>* The notice must advise the parent/ guardian that the student's new school needs to communicate with the students' resident school district to have the student's educational records transferred.</p> <p>Provide PUC with a copy of the notice.</p>		
Other:		
<b>Transfer of Student Records and Testing Material</b>		
<p>No later than 10 days after the CHARTER REVOCATION date has been set, send student records to the students' resident school district, including:</p> <ul style="list-style-type: none"> <li>* Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;</li> <li>* student health / immunization records;</li> <li>* attendance records; and</li> </ul>		

<p>* all other student records.</p> <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. As noted, parents / guardians should be offered copies of students’ records.</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 resident school district within the charter school’s location.</p> <p>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 resident school district within the charter school’s location.</p> <p>The students’ resident school district is provided all student records and testing materials continuously and in tandem with the files of the charter school after the charter revocation date has been set.</p>		
<p>Other:</p>		
<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 as of CHARTER REVOCATION date.</p> <p>* If applicable, notification regarding cessation of food and transportation services should be provided.</p> <p>Provide PUC with a copy of the notice.</p>		
<p>Other:</p>		
<p><b>Notification to 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> <p>* The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from</p>		

<p>charitable partners as long as the charity is aware of the School's closure / restructuring status.</p> <p>* Any sub-leases within the premises of the School should be notified as soon as possible or after CHARTER REVOCATION, whichever is appropriate.</p>		
Other:		
<b>Notification to Contractors and Termination of Contracts</b>		
<p>Within 20 days after notice of CHARTER REVOCATION, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations with the date of CHARTER REVOCATION.</p> <p>* 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.</p> <p>* Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims.</p> <p>Provide PUC with a copy of such notice.</p> <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 dissolution of the School.</p> <p>* Telephone, gas, electric, water, insurance (premises and E&amp;O insurance, <i>see</i> below) should remain operative through the CHARTER REVOCATION date and to the extent necessary to wind up the School's affairs beyond that time.</p>		
Other:		
<b>Notification to Employees and Benefit Providers</b>		
<p>After an employee termination date is established, but not later than 20 days after the CHARTER REVOCATION date has been set, 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> <p>* health care / health insurance;</p> <p>* life insurance;</p>		

<ul style="list-style-type: none"> <li>* dental plans;</li> <li>* eyeglass plans;</li> <li>* cafeteria plans;</li> <li>* 401(k), retirement plans;</li> <li>* pension plans;</li> <li>* TRA; and</li> <li>* PERA</li> </ul> <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. 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 CHARTER REVOCATION, and reserve funds should be set aside for this purpose. See School Dissolution Plan and Action regarding payment of taxes, below.</p>		
Other:		
<b>Notification to Food and Transportation Services and Cancellation of Contracts</b>		
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.		
Other:		
<b>Notification to Authorizer Regarding Lawsuits</b>		
<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 PUC and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep PUC informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>		
Other:		
<b>List of Creditors and Debtors; UCC Search</b>		
Within twenty (20) days after the notice of CHARTER REVOCATION, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.		

<p>* This list is not the same as the contractor list, above, but may include contractors, which should be listed.</p> <p>* Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding.</p> <p>* The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached.</p> <p>* 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.</p> <p>Provide a copy of the list of creditors to PUC with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
Other:		
<b>Notification to Creditors</b>		
<p>Within thirty (30) days after the notice of charter revocation, the School must notify all creditors of its closure. 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. 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> <p>Other:</p>		
<b>Notification to Debtors</b>		
<p>Within thirty (30) 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>		
Other:		

School Dissolution Plan and Action		
<p>The school 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 (last instructional day) and retaining funds to complete the dissolution process.</p> <p>The initial plan should be adopted within 20 days of the notice of charter revocation, and be updated at least bi-weekly with copies to PUC. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none"> <li>* Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION.</li> <li>* 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>* 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. (See Liquidation of Assets, below.)</li> <li>* 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 dissolution, including funds for a final audit, and for dissolution.</li> <li>* Cancellation of corporate credit cards and lines of credit.</li> <li>* Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the school and School Board status of those authorized to sign for the school.</li> </ul> <p>Status reports on the implementation of the School Dissolution Plan to be submitted to PUC through Interim Financial Statements and a Final Financial Statement (below).</p>		
Other:		
Protection of Assets; Insurance		
<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>* Existing insurance coverage should be maintained on the assets until the disposal of such assets, in accordance with the Dissolution Plan.</li> </ul>		

<p>* Continue existing insurance for school facility, vehicles and other assets until</p> <p>1) disposal, transfer, or termination of real estate and/or lease, and</p> <p>2) disposal, transfer or sale of vehicles and other assets, respectively.</p> <p>* Negotiate school facility insurance with entities that may take possession of school facility – lenders, mortgagors; bond holders, etc., if possible.</p> <p>* Appropriate security services should be obtained or maintained.</p> <p>* Action may include moving assets to secure storage after closure or loss of the school facility.</p>		
Other:		
<b>Inventory</b>		
<p>No later than 30 days after the notice of CHARTER REVOCATION date is set, all of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated. Reconcile with the most recent inventory conducted by the school.</p> <p>* All assets of the School, not just over a threshold dollar value must be inventoried.</p> <p>* Identify assets purchased with Federal CSP Grant funds,</p> <p>* Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned.</p> <p>* Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</p> <p>* Return assets not belonging to School and document.</p> <p>Provide PUC with a copy of the inventory.</p>		
Other:		
<b>Liquidation of Assets</b>		
<p>Assets must be liquidated in a commercially reasonable manner 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> <p>Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction,</p>		

<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>		
Other:		
<b>E&amp;O Insurance</b>		
<p>Maintain existing directors and officers liability (E&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such E&amp;O insurance exists, disclose this fact to the board of directors.</p>		
Other:		
<b>Interim Financial Statements</b>		
<p>No later than 10 days after CHARTER REVOCATION, prepare, and submit to PUC, an interim financial statement in a form satisfactory to PUC, 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>* all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the school</li> <li>outstanding, including principal and accrued interest, as of the date of the interim report; and</li> <li>* all amounts owed to the school by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and</li> <li>* 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 PUC at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
Other:		
<b>Final Financial Statement</b>		



<p>At a date to be determined by PUC, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days prior to the filing of a legal dissolution proceeding, the school shall prepare to the full satisfaction of PUC 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>* 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> <li>* 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>* statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</li> <li>* each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.</li> <li>* This statement is submitted to PUC 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>* This statement is in addition to the final Financial Audit (below).</li> </ul>		
Other:		
<b>Financial Audit</b>		
The School must have a financial audit performed in accordance with the Charter and the Act no later than December 31st of the calendar year in which the School ceases instruction.		
Other:		
<b>Closeout of State and Federal Grants</b>		
<p>State, federal and other grants must be closed out, <i>(See Contact MDE section above)</i> including:</p> <ul style="list-style-type: none"> <li>* notification to the grant entity of the School closure; and</li> <li>* 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>		
Other:		

IRS Status; Reports		
<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>* notification to IRS regarding any address change of the School Corporation; and</li> <li>* filing of required tax returns or reports (e.g., IRS form 990 and Schedule A).</li> </ul> <p>When the school proceeds to formal dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status furnish a copy to PUC.</p>		
Other:		
Corporate Records		
<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li>* Loans, bonds, mortgages and other financing;</li> <li>* Contracts;</li> <li>* Leases;</li> <li>* Assets and asset sales;</li> <li>* Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042.</li> <li>* Governance (Minutes, by-laws, policies);</li> <li>* Employees (background checks, personnel files);</li> <li>* Accounting/audit, taxes and tax status, etc.;</li> <li>* Personnel,</li> <li>* Employee benefit programs and benefits; and</li> <li>* Student summary test data files</li> <li>* Any items listed in this Closure Plan.</li> </ul> <p>After formal dissolution, any and all records not previously sent to the school district should be sent to school district in which the charter school is located.</p>		
Other:		
Resolution of Dissolution		

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.		
Other:		
<b>Dissolution</b>		
<p>If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <li>* a complete statement of all assets, their location and an estimate of their value; and</li> <li>* a statement of the ascertainable debts of the education corporation.</li> </ul> <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 legal documentation related to dissolution should be sent to PUC.</p> <p>Members of the School Board are empowered to continue in office even after CHARTER REVOCATION and dissolution of the school for the purpose of the dissolution plan and settling the affairs of the school, and after the formal dissolution of the educational corporation or legal status.</p>		
Other:		
<b>Final Distribution of Assets</b>		

<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 or to the resident school district.</p> <p>* 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.</p> <p>* 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.</p>		
Other:		

## Exhibit I: PROVISIONS FOR SERVICE PROVIDER

In the event the charter school intends to contract with a third party provider ("Service Provider") for comprehensive school management or operations services ("Service Contract"), all of the following requirements must be met by the Charter School:

- 1) **Submission of Service Contract.** The Service Contract shall be submitted to the Authorizer no later than 30 days prior to its effective date.
- 2) **Required Terms of Service Contract.** The Service Contract shall include, without limitation, the following Required Terms:
  - a) The Service Contract shall identify the Charter School board of directors as the party ultimately responsible for the success or failure of the school, and clearly define the Service Provider as a vendor of services.
  - b) The Service Contract shall ensure that the Charter School board of directors maintains independent fiduciary oversight and authority over the school budget at all times.
  - c) The Service Contract shall establish the primacy of the charter contract with the authorizer over the Service Contract.
  - d) The Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Agreement with the Authorizer.
  - e) The Service Contract shall articulate the performance measures, consequences, and mechanisms by which the Charter School board of directors will hold the Service Provider accountable aligned with the Charter School Agreement.
  - f) The Service contract shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter School in the management and operation of each school facility for which the Service Provider shall provide management or operations services, including responsibilities of each party in the event of school closure.
  - g) The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
  - h) The Service Contract shall clearly state all compensation payments to be paid by the Charter School to the Service Provider for all services including management, administrative, licensing, technology, curriculum, performance bonuses, and any other amounts paid to the Service Provider, including to any third party vendors, and shall clearly explain the method for calculating such fees or payments.
  - i) The Service Contract shall articulate the terms of any facility agreement that may be part of the relationship, referencing a lease appropriate, and clearly delineate lease, debt-service or other facilities related fees or costs paid by the Charter School to the Service Provider.
  - j) The Service Contract shall ensure that all payments to the Charter School from the State or other grant making organizations shall be made to an account controlled by the Charter School board of directors, not the Service Provider.
  - k) The Service Contract shall ensure that all payments to the Charter School from the State or other grant making organizations shall be made to an account controlled by the Charter School board of directors, not the Service Provider.
  - l) The Service Contract shall require the Charter School board of directors to directly select, retain and compensate the school attorney and audit firm.

- m) The Service Contract shall provide that all employees or contractors of the Service provider who have direct, regular contact with students of the Charter School shall be subject to criminal background investigations and checks in compliance with applicable laws.
  - n) The Service Contract shall provide that any and all financial books of the Charter School held or managed by the Service Provider shall be available for inspection by the Charter School board of directors and/or the Charter School Authorizer.
  - o) The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in GAAP/FASB (Financial Accounting Standards Board) approved nonprofit format consistent with Authorizer requirements.
  - p) The Service Contract shall articulate the process and criteria to be used for evaluation of the Service Provider by the Charter School.
- 3) Financial Reporting
- a) Budget. The budget prepared by the Charter School pursuant to applicable provisions of the Charter School Agreement shall include, without limitation, the following itemized information:
    - i) All contract payments, lease payments, management fees, administrative fees, licensing fees, curriculum fees, technology, fees, performance bonuses and other amounts budgeted for the Service Provider, or otherwise budgeted for the Service Contract by the Charter School, with the method for calculating such fees or payments clearly explained.
  - b) Financial Statements. In the event that monthly or quarterly financial statements are required to be furnished by the Charter School pursuant to the applicable provisions of the Charter School Agreement, such financial statements shall reflect the entire school's financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for services in the Service Contract, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Service Contract.
  - c) Annual Audit. The Financial Audits required under applicable provisions of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider.
  - d) Reporting of Loans and Investments. All loans to, or investments in, the Charter School by the Service Provider must be evidenced by appropriate documentation and disclosure, either in the Service Contract or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider's expected return on equity.

Nothing in the document shall be construed to waive or otherwise limit the obligation of the Charter School to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Agreement.

## Exhibit J: PERFORMANCE EVALUATION OF SCHOOL

Updated August 2016

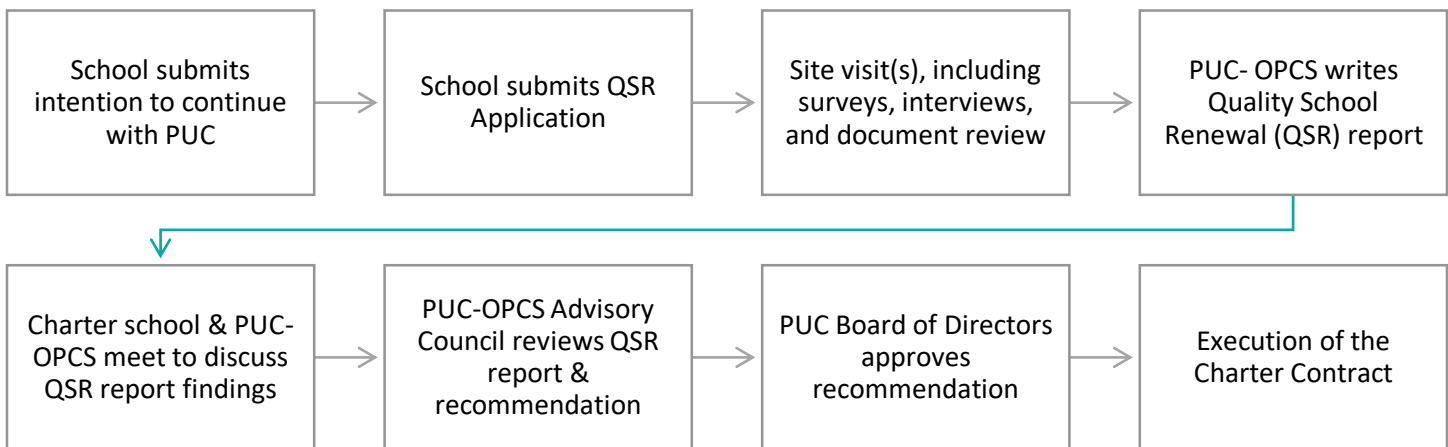
### Purpose of Quality School Review

The Pillsbury United Communities (PUC) Office of Public Charter Schools (OPCS) Quality School Review (QSR) is a comprehensive evaluation process in which charter schools' performance is evaluated against its compliance with the Authorizer-School contract, State and Federal law, and goals set forth for the contract term.

Pillsbury United Communities authorizes charter school contracts of varying terms. The last year of the charter contract, the QSR process takes into effect. The review process serves two purposes: First, it informs the renewal recommendation that is presented to the PUC Board of Directors to either renew or not renew a charter school contract, second, it provides the charter school an opportunity to evaluate their effectiveness and can provide opportunity for the school to set new goals and priorities. The information gleaned from the QSR is combined with historical data to inform the school renewal/ termination process.

### Process & Decision Making

The components of the QSR process include:



The QSR is completed in a team format. The site visit team consists of the PUC – OPCS staff, outside individuals with particular areas of expertise, and school directors from other PUC authorized schools.

The site visit team assess the overall health and performance of each charter school at the onsite review. Reviewers look for evidence of student progress and accomplishments; how teaching and classroom environments support learning; the types of instructional approaches and repertoire of strategies being used; the learning opportunities different students experience and how the school functions as a community.

The site visit team goes to a school for a 1-3 day period. Some team members are there all of the time; others come and go in order to fulfill their responsibilities to the review. Some site visit team members arrive 30 minutes before school starts and also observe after-school, extended day activities. The time commitment for reviewers varies, however reviewers should anticipate anywhere between 5-10 hours.

Members of the site visit team interview the school leadership team, teachers, para-professionals, students, parents, community partners, and other stakeholders. Interviews take place in person or by phone. The team observes classrooms, hallways, activities in common areas, meetings that are not confidential in nature and arrival/ departure of buses.

Reviewers utilize review documents to assist in the evaluation including draft interview questions, surveys to be distributed, and observation forms / rubrics. After the onsite review the site visit team shares, via verbal and written feedback, thoughts and findings with PUC-OPCS.

PUC- OPCS combines the QSR application and site visit data with any documents collected throughout the duration of the contract term as part of PUC – OPCS’ ongoing evaluation. All information is considered, collected, and included as part of the Quality School Review reporting.

In order to recommend a school for renewal, PUC-OPCS must determine that a school has met or is making reasonable progress toward pupil performance standards, meets accepted standards of fiscal management, meets governance and operations standards, and has not committed a material violation of its contract. For example:

<b>Requirement</b>	<b>Method of Evaluation</b>
Committing a material violation of any of the conditions, standards or procedures set forth in the charter.	Review of renewal application; Review of operations, financial and compliance analysis; Evaluation of budget and cash flow statements
Failing to meet or make reasonable progress towards achievement of pupil performance standards	Review of renewal application; Analysis of student academic performance over time
Failing to meet accepted standards of fiscal management	Review of renewal application; Review of operations, financial and compliance analysis, evaluation of budget and cash flow statement, review of audit findings, financial practices
Violating any provision of law from which the charter is not exempted	Review of renewal application; review of operations, financial and compliance analysis, evaluation of budget and cash flow statements; evaluation of any other evidence of legal violations

The PUC-OPCS draft the QSR report informed by its ongoing oversight (inclusive of performance framework), review of the QSR application, and the site visit team’s findings in the form of a summative evaluation. The charter school and PUC-OPCS review the QSR report to validate its contents. This report includes PUC’s decision to renew/ terminate the school contract and the renewal term -- one to five year(s).

The QSR report outlines conditions/ consequences if a school did not meet performance standards- particularly around the academic and non-academic goals, performance framework and material violations of the contract or statute. Each condition or consequence is considered by specific situation, in relation to the entire charter school, and the larger environment of public schools. Charter contract negotiation and execution includes remediation plans.



The recommendation for renewal/termination, via the QSR report, goes to the PUC-OPCS Advisory Council for consideration and approval. Per the PUC-OPCS Advisory Council's recommendation, the full PUC Board of Director's reviews and approves the renewal/termination decision. Once a renewal decision is approved, PUC-OPCS submits a charter contract to the MN Department of Education prior to the end of the contract term.

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## QSR - CONTRACT RENEWAL APPLICATION

*Completed by charter school in final year of contract to determine renewal terms.*

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Pillsbury United Communities encourages the school to be thoughtful in their responses. By providing clear and concise responses to the questions, schools can help ensure that the renewal process is completed in an effective manner. It also helps reduce the number of questions that the reviewers have, therefore making the process more efficient.

The Contract Renewal Application should be no longer than 15 pages (excluding attachments) and addresses the following areas:

Section I. Cover Sheet

Section II. Student and Staff Report

Section III. Mission, Strategy, and Goals

Section IV. Leadership and Operations

Section V. Academics

Section VI. Governance

Section VII. Financial

The report should discuss the progress the school has made, existing and future challenges, and how it has responded directly to any concerns/challenges that it has faced over the term of the contract. For example, if a school has had major financial problems, it might devote more space to discussing how the issue has been addressed and/or resolved. Because renewal is approached as an ongoing process, the application should be thought of as a summary or re-cap.

### Directions for the QSR application:

Please note the following directions when completing the QSR application:

- Submit completed application electronically by assigned date to PUC-OPCS.
- Include a table of contents.
- Include header or footer with school name and page numbers.
- All attachments should be clearly labeled.
- If a specific question does not apply to your school. Please respond “not applicable”.

- Answer each question in the application at the charter district level. If there are multiple sites within a district, provide site specific responses as designated in the application and as applicable in responses.

Note: Upon review of the application, if we find that items are missing the school is contacted and given 3 days to provide the missing content.

## Section I. Cover Sheet

Name of Charter Leader: [Click here to enter text.](#)

Name of Board Chair: [Click here to enter text.](#)

Charter School's Initial Opening Date: [Click here to enter a date.](#)

Current Operational Grades for the School: [Click here to enter text.](#)

Name of Contact Person for this Application: [Click here to enter text.](#)

Mailing Address, Telephone, and Email of Contact Person: [Click here to enter text.](#)

Name of Alternate Contact Person for this Application: [Click here to enter text.](#)

Mailing Address, Telephone, and Email of Alternate Contact Person: [Click here to enter text.](#)

Signature of Charter Leader	Signature of Board Chair	Date: Jan – 01 - 0000
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## Section II. Student and Staff Report

Complete the following including data for each year of your contract term: Multiple sites complete this form for each site. Add rows/ columns for additional grade levels served and school years.

	School Year	School Year	School Year	School Year	School Year
Enrollment (by grade)					
PK					
K					
1 <sup>st</sup>					
2 <sup>nd</sup>					

(etc....) use applicable grades					
<b>Gender</b>					
Male					
Female					
<b>Ethnicity/Race</b>					
White					
Black					
Hispanic					
Asian					
Native American					
Immigrant (specify)					
<b>Specialized Populations</b>					
Student with IEPs					
English Language Learners					
Homeless / Highly Mobile Students					
Eligible for free and Reduced lunch					
# of in-school suspensions					
# of out-of-school suspensions					

# of students expelled					
Total # of teacher positions					
# of teachers returning to the school from the previous school year					
# of teacher hired due to growth in grade levels or enrollment					

### Section III. Mission, Strategy & Goals

- c. Provide a summary of this contract term highlighting academic and organizational successes.
- d. How has the school realized its mission over the last contract term? Include specific examples.  
Multi-site, how have each charter school site contributed to the overall realization of the mission?
- e. How does the charter school fit with Pillsbury United Communities mission, vision and values for authorizing charter schools? Complete the below table.

PUC- OPCS Vision, Mission & Values	School Vision & Practice Indicators
<b>Vision</b>	
Higher Education	
Citizenship	
Self-sufficiency	
Personal Fulfillment	
<b>Mission</b>	
Innovative Education Strategies	
Promotion of Respect	

Engage students	
Service Learning	
Personal Development	
<b>Values</b>	
Motivated by success of people we serve	
Open and honest communication	
Collaboration	
Transparency	
Diversity	
Continuous Improvement	
Fiscal Responsibility	
Quality Board Training and Development	

- f. Please describe programs and activities that support the mission (e.g. community partnerships, parent programs, after school and extracurricular activities). How have these programs helped the school realize its mission? Include specific examples.
- g. How does the charter school collaborate with parents to encourage active participation in their student's education? Provide an example. Multisite, note differences between sites.
- h. Describe the academic and non-academic goals established in the charter contract. How is the school measuring progress towards achieving these goals? Provide the results of each goal to date. Use the below table to organize if applicable.

<b>Charter Contract Goal</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>

<p>Academic Goal #1</p> <p><i>State goal here according to charter contract.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>
<p>Non-Academic Goal #1</p> <p><i>State goal here according to charter contract.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <p><i>List source of information and any additional info pivotal to this goal.</i></p>
<p>Etc...</p>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met



	<i>List source of information and any additional info pivotal to this goal.</i>	<i>List source of information and any additional info pivotal to this goal.</i>	<i>List source of information and any additional info pivotal to this goal.</i>	<i>List source of information and any additional info pivotal to this goal.</i>	<i>List source of information and any additional info pivotal to this goal.</i>
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#### Mission, Strategy & Goals- DOCUMENT REQUEST

- School Mission and Vision Statement
- Annual Reports from all years in the contract term

### Section IV. Leadership and Operations

1. Describe the distribution of tasks and responsibilities. How does this distribution ensure compliance with state statute and enable pupil performance for all students?
2. Describe the professional development opportunities available to and required by staff members.
3. Describe the performance evaluation process for executive director, staff and teachers. Multisite, please list each site and note any differences in staff performance evaluation.
4. What is the behavior intervention system? How are staff trained in the behavior intervention system? Describe the key responsibilities of staff to maintain and protect school culture (i.e. Classroom teachers, paraprofessionals, dean of students, behavior interventionist, executive director, etc.) Multisite, please list each site and note any differences in behavior intervention systems.
5. Describe the admission and lottery process. Please explain how you ensure that these processes are aligned with the charter law. Multisite, please list each site and note any differences in admission and lottery process. What are the school's procedures for withdrawals and transfers? Multisite, please list each site and note any differences in withdrawals and transfer procedures.
6. Describe the key community partnerships, how they are impacting the school's academic goal, and how the school evaluates the usefulness and effectiveness of community partnership. Multisite, please note specific partnerships and evaluation practices.
7. Does the school contract out any of the essential business functions (e.g., finances, student data management, human resources)? If yes, please list each contract and identify the area in which they are contracted. Multisite, please list and note any differences in business function.

### Leadership & Operations- DOCUMENT REQUEST

- Professional development plan and calendar for the current and previous academic years.
- School schedule (start time, class times, etc)
- Staff meeting schedules
- Copies of the enrollment and application
- School admission policies
- Student and staff handbooks

### Section V. Academics

1. Provide a description of the document(s) that are used to link classroom practices with that of state standards (e.g. sample curriculum map, scope and sequencing document, pacing guides). Multisite, please provide a description for each site.
2. Provide, if applicable, a list of educational programs (Everyday Math, Houghton Mifflin, etc.) used to support the implementation of the curriculum. Multisite, provide information regarding each site.
3. Provide an overview of how your educational program differentiates to address the needs of all students. What is the range of levels and how does the school support all students? Multisite, please list each site and note any differences.
4. Describe the process by which teachers use data to inform decisions regarding instruction. Multisite, please list each site and note any differences in use of data for decision-making.

INTERNAL ASSESSMENT	PURPOSE	FREQUENCY	MONTH ADMINISTERED

5. Please fill out the below table. Add additional rows as necessary.
6. How does the school evaluate and identify students with special learning needs? How are IEP's developed, reviewed and revised? How are transition plans developed, where applicable? Multisite, note any differences in sites.
7. How are special education students integrated within the school and the general education program? Multisite, note any differences in sites.

8. What is the enrollment process and transition procedure for English learner students? Multisite, please note any differences in sites.
9. Does the school offer distinct programs/activities for ELL students? Parents? Multisite, please note any differences in sites.

#### **Academics- DOCUMENT REQUEST**

- Policies and procedures related to special populations (e.g., ELL, special education, etc)
- Sample lesson plans from various grades and subject areas
- List of teacher names, assignments
- Classroom observation videos

### **Section VI. Governance**

- i. Describe how the board monitors the school's academic performance and charter contract compliance. Multisite, please list each site and note how this is addressed across sites.
- j. How does the board intervene if the school is not meeting goals? Provide an example where the Board has intervened. Multisite, please note any differences in sites.
- k. How does leadership evaluate the effectiveness of school programs? Multisite, please note any differences in sites.
- l. What does school leadership do to improve teaching and learning? Multisite, please note any differences in sites.
- m. What is the schedule the board has adopted for evaluating the school leader(s)? Multisite, please note any differences in sites.

#### **Governance – DOCUMENT REQUEST**

- Board handbook
- Board's strategic plan
- Board bylaws (if changes)
- Board conflict of interest statements
- Board meetings schedule

### **Section VII. Financial**

- n. Has the school received any significant audit findings for any of the fiscal years covered in the contract? If so, please describe the steps the school has taken address the auditor's findings.
- o. Has the school remained in good standing with all financial obligations? (e.g., pensions, taxes, insurance, contracts etc.)?

p. Does the school anticipate any upcoming financial challenges? If yes, please describe.

**Financial – DOCUMENT REQUEST**

- Provide copies of the audits over the length of contract
- Provide a list of any outstanding invoices more than 60 days overdue

## Exhibit K: ONGOING EVALUATION CRITERIA, PROCESSES AND PROCEDURES

Pillsbury United Communities (PUC) Office of Public Charter Schools (OPCS) is comprised of professionals with charter school authorizing and evaluation expertise. This includes both employees of PUC and contracted service providers. PUC-OPCS is overseen and monitored by the PUC Board. Ultimately, the PUC Board of Directors makes decisions regarding the ongoing authorization of any particular school.

PUC-OPCS evaluates schools in four primary areas:

1. **Academic Performance-** The evaluation provides a multi-faceted understanding of student performance at the charter school. Charter schools are required to set specific and measurable goals in academic and nonacademic areas for which they agree to be held accountable. These goals provide the central focus for the charter school leadership, staff, and families. PUC-OPCS also evaluates the school's academic performance annually through the performance framework. The performance framework uses data from the school's performance on statewide assessments, other data available from the state (e.g. attendance and graduation rates), data provided by the school, and any other relevant data available to PUC-OPCS.
2. **Financial Performance-** Charter schools receive public funds and must meet generally accepted standards of fiscal management. It is PUC-OPCS' duty to ensure that these schools are responsible stewards of public funds. Near-term and sustainability measures are tracked.
3. **Operational Performance-** Charter schools are required to follow many state and federal laws pertaining to school systems and non-profit law. Schools are expected to uphold all provisions of the charter school contract and state statute. As such, PUC-OPCS has developed a system of oversight to verify compliance.
4. **Governance Performance** - PUC-OPCS attends board meetings for its authorized schools in order to observe the school's governance. Minutes, agenda packets, and observation forms are utilized to inform oversight of a school's governance capabilities.

PUC-OPCS uses the following process and procedures to conduct ongoing evaluation of its authorized schools:

Data Review – PUC-OPCS regularly reviews data that is publicly available and/or provided by the school. This includes a review of state academic data, annual reports, budgets, financial audits, other compliance documents, and any other relevant data available to PUC-OPCS. This also includes review of financial reports and board meeting materials and minutes. PUC-OPCS reserves the right to request data from the school consistent with data privacy practices.

Site Visits – PUC-OPCS regularly visits authorized schools to verify performance and compliance. PUC-OPCS, at its sole discretion, determines the frequency and scope of site visits. During site visits, PUC-OPCS staff, the site visit team, or contracted evaluators observe classrooms, tour the facilities and interview key school stakeholders including board members, school leadership, teachers, staff, parents and students.

Board Observations – PUC-OPCS attends board meetings for its authorized schools in order to observe the school's governance. PUC-OPCS, at its sole discretion, determines the frequency of attendance at board meetings.

Meetings- PUC-OPCS hosts meetings with all authorized charter schools, individualized for specific charter schools. The meetings discuss ad hoc specific topics, inclusive of performance toward academic and non-academic goals and performance framework. Attendance at these events may be mandatory or voluntary.

Attendees may include the executive director, board chair, board members, and other members of the school's staff. The gatherings focus on shared accountability, building partnership/ collaboration, and effective communication.

Performance Evaluations – PUC-OPCS conducts specific evaluations in the areas of academic, financial and operations performance for each of its authorized schools. The specific frequency and scope of these evaluations is at the discretion of PUC-OPCS and in alignment with the expertise and strategic priorities of the department and authorized schools.

Significant Programmatic Changes – If a charter school significantly alters their programmatic structure, PUC-OPCS maintains the right to undergo a comprehensive evaluation. Examples of such changes include new mission or vision, grade expansion, site expansion, merging with another entity, altering composition of grades or sites, or staffing transition of the executive director. The manner of evaluation is determined in accordance with statutory deadlines, occurs within an appropriate timeline, and maintains the autonomy of the authorized charter schools. If the significant programmatic change is a school leadership change, PUC-OPCS must be notified within three (3) days.

Comprehensive Evaluations – During its renewal year, or if a comprehensive evaluation is warranted, an authorized school complies with the Quality School Review Process for a summative academic, operational, and financial evaluation.

Further information is given below on the academic, financial, operational, and governance indicators PUC-OPCS evaluates on an ongoing basis throughout the contract term.

### Academic Performance

Central to PUC-OPCS' academic evaluation is the school's performance on the academic & non-academic contractual goals. Charter schools provide an update on their progress towards the Academic and Non-Academic goals through the annual report.

Additionally, charter schools report upon progress towards meeting the performance framework indicators. The two main academic categories assessed within the K-8 performance framework are:

- **Achievement:** Are our students making expected academic growth? PUC views achievement through a growth mindset (i.e. the success of students when targets are met).
- **Preparation:** Are our students meeting academic proficiency? PUC views preparation as having the tools necessary for a stated task, MN standards show the preparedness of the student.

In addition the above categories, the main academic category addressed within the 9-12+ performance framework is:

- **Access:** Schools show student's access to positive outcomes through post-secondary indicators including employment and career opportunities.

The final academic category PUC tracks related to student success (via site visits, annual meetings, observations, contract goals, etc.) in our schools is:

- **Belief:** Student's socio-emotional indicators of success including surveys, attendance data, tracking emotional intelligence, executive functioning, cognitive proficiency, and/ or other essential skill sets. PUC tracks Stakeholder Feedback and attendance data in support of these items, as well as the ways schools prioritize

social-emotional learning in line with their school model and student demographics (via the annual Site Visit Report).

### **Financial Performance**

PUC-OPCS evaluates its authorized schools' financial performance in management, near-term, and sustainability measures.

1. Management- This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future.
2. Near-Term- This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by PUC-OPCS. This indicator includes the following measures: Current Ratio, Unrestricted Days Cash, Default and Enrollment Variance.
3. Sustainability- This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: Fund Balance Percentage, Total Margin, Debt to Asset Ratio, Cash Flow, and Debt Service Coverage Ratio.

Near-Term and Sustainability indicators are evaluated by PUC-OPCS through review of quarterly financial reports, board financial packets, and audits. The Management indicator may be evaluated annually or as often as deemed appropriate by PUC-OPCS, but at least in the school's renewal year.

### **Operational Performance**

PUC-OPCS evaluates its authorized schools' operations performance in seven general categories through the site visit report and review protocol.

1. First Impressions
2. Learning Environment
3. Health and Safety
4. Special populations
5. Documents and Processes
6. Stakeholder Feedback and Belief Indicators
7. Qualitative Descriptions

### **Governance Performance**

Governance- PUC-OPCS evaluates its authorized schools' board governance at least twice annually, using the board observation report and monthly review of board related documents.

# Site Visit Report and Review Protocol

This report is to be utilized once a year with schools during their annual formal site visit from PUC-OPCS.

## Site Visit Report



Observer: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_ Visit Start Time: \_\_\_\_\_ Visit End Time: \_\_\_\_\_

Yes (Y) – Clear evidence exists

Partial (P) – Some evidence exists and improvement is needed

No (N) – No evidence exists



Critical Measures	Indicators of Compliance and Best Practice	Evidence: Y, P, or N	Comments
	<b>First Impressions</b>		
	School name and directional signage are clearly visible and in good condition		
	School grounds are clean and well-maintained		
	School entrance is well-maintained and welcoming		
	Reception staff is friendly and helpful towards guests, staff and students		
X	School maintains a log of all visitors		
X	Visitors are required to sign in and wear a name badge		
	Shared open spaces (hallways, gym, cafeteria, bathrooms, etc.) are clean and clear of clutter		
	<b>Learning Environment</b>		
	Classrooms are clean and conducive to learning		
	Teachers are well-prepared and learning objectives are clear		
	Students appear engaged in their learning		
	Teachers employ positive and effective classroom management		
	There is evidence of curriculum that is challenging to students		
X	Curriculum is aligned to standards – evidenced by school's curriculum plan		
	School demonstrates a focus on literacy across the curriculum		
	School has a plan to prepare students to meet or exceed standards on the Minnesota Comprehensive Assessments		
X	School has designated an Assessment Coordinator and process for ensuring compliance with state examination administration		Name of DAC:
	School has (and is adhering to) a plan for standardized interim assessments, and utilizes data to improve student performance		
	Conduct 2 random classroom observations during this visit* *See attached classroom observation form – <i>Focus on Learning</i>		Observation forms attached
	<b>Health and Safety</b>		
X	There is secure access to the building		
	Staff wear identification badges at all times at the school		
X	Classrooms and shared spaces have evacuation plans posted		
X	School has had a recent facility inspection by the local fire department		Date of inspection:
	School has an updated crisis management plan in place		



	School has crisis management team for current school year			
X	School complies with MS 144.29 Health Records; Children of School Age			Employee responsible:
X	School complies with MS 121A.15 Health Standards; Immunizations; School Children			Employee responsible:
X	School complies with MS 121A.22 Administration of Drugs and Medicine			Employee responsible:
	School contracts with a licensed school nurse or organization to oversee student health services			
	<b>Special Populations</b>			
X	School approved to provide Title 1 Programs			
X	School approved to provide Title 2 Programs			
X	School approved to provide Title 3 Programs			
	School has a description for English Learner program			
	School has self-assessment for English Learner program			
	School attempts to communicate and sends correspondence to parents in the preferred language(s) of English Learner students			
X	School sent written notice to parents of Special Education students who have been taught by a teacher who is unlicensed for more than 20 days			
X	School has designated coordinator for Special Education program			Employee responsible:
X	School has designated coordinator for English Learner program			Employee responsible:
	School is mindful of the caseload of each Special Education and English Learner teacher			SPED Avg.: EL Avg.:
X	School has a Total Special Education System (TSES) plan and adheres to their defined <i>Child Find</i> process			
X	School trains employees on provisions pertaining to IDEA, special education laws and school's TSES plan, including <i>Child Find</i>			
X	School employs special education teachers with necessary license to provide services in accordance with IEP's. Number of special education teachers is consistent with caseload requirements			
X	School has NOT been the subject of any investigations by MDE Monitoring and Compliance or Program Finance Divisions related to special education services delivery or procedures in past 12 months, OR has positively resolved all investigations			
	Routine school special education audits (program or financial) are free of findings or has corrected findings			
X	School contracts with a special education director			Name of SPED director:
	The school's enrollment of students with disabilities is in line with that of the local school district.			% at local district: % at school:
	School retains its students with IEPs and 504 plans			% students that remain year over year
X	School holds Special Education Advisory Committee (SEAC) meetings			
X	School has a process to ensure that student accommodations are consistent with ADA plans			
X	School has a Response to Intervention (RTI) process in place and it is utilized regularly and consistently			
	School has provided training for Special Education paraprofessionals and education assistants			
	Paraprofessionals and Education Assistants are being used effectively to support IEPs and 504 plans			
X	School follows all IEPs and retains a list of necessary related service providers			
X	School hires, or is actively seeking to hire, related service providers as required			
	<b>Documents and Processes</b>			
	School adheres to their human resources policies and procedures			Review Policies/Staff Handbook
X	All staff and volunteers have completed criminal background checks per state law and school policy			
X	Faculty has current job descriptions delineating roles, responsibilities and qualifications			
X	School only employs and contracts with teachers, as defined by MN Statute 122A.15, Subd. 1, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the school. If necessary, the school can employ persons to teach on an approved variance from a teaching license under MN Statute 122A Licensure section.			
	Faculty performance observations and evaluations are conducted according to established policy/handbook and is consistent with state law.			
	Board of Directors conducts an annual evaluation of the head of school (director, executive director, interim director, principal, etc.) who reports directly to the board.			
X	School complies with state and federal laws pertaining to data collection, storage, and distribution			
	School has a data retention plan			
X	Student academic records are filed in a separate locked cabinet			
X	Student/Employee legal records are filed in a separate locked cabinet			
X	Student/Employee health records are filed in a separate locked cabinet			
X	Only designated school employees have access to files containing student/employee records			
	School has a board approved Data Request Policy and maintains a detailed register of all data requests			
X	School complies with MDE attendance requirements			
	School maintains accurate and timely reporting in Epicenter (Previous School Year). PUC considers a minimum of 75% on time, 90% accurate, and 95% complete to be meeting expectations for Epicenter reporting.	% on time	% accurate	% complete
	<b>Stakeholder Feedback and Belief Indicators</b>			
	School administers student feedback (survey, social-emotional tool, etc.) and takes action on the results			
	School administers staff feedback (survey, evaluation, etc.) and takes action on the results			
	School administers parent feedback (survey, focus group, etc.) and takes action on the results			
	School has an attendance rate goal and is on track to meet that goal		Goal	Rate
	School prioritizes and implements social-emotional learning for students			

**Qualitative Descriptions –**

For each question please provide a brief narrative to address the topic. A satisfactory answer will include evidence, reflection, and/or information that can be supported by observation during PUC's site visit. Please ensure that each answer does not exceed half a page.

**Educational Equity and 21<sup>st</sup> Century Literacy**

- What programmatic elements are contributing to the closure of academic and opportunity gaps?
  
- How is your school culture and curriculum culturally relevant to your students?
  
- How are you preparing your students to be 21<sup>st</sup> century literate (consider addressing one of the Seven Survival Skills for Students in your answer: critical thinking and problem solving, collaboration across networks and leading by influence, agility and adaptability, initiative and entrepreneurship, effective oral and written communication, accessing and analyzing information, curiosity and imagination)?
  
- Please share a story of success that exemplifies the connection between your school's programing and positive student outcomes (this could be for a class, a group of students, or an individual student).
  
- What areas are you most concerned about in terms of academic data?

**Strong Leaders and Strong Boards**

- The following are pillars that effective leaders create in their school:
  - A relentless focus on student success
  - Clear organizational structure
  - Decisiveness
  - Consistency
  - Presence
  - Professional Development
  - Fostering and environment of improvement and establishing a leadership pipeline
  - Teacher readiness, onboarding and retention
- Pick one of the pillars and describe how you as a leader have successfully supported its development in your school.
  
- Pick one of the pillars that you feel as a leader you need to further develop. Describe why and how developing this area more would support your campus.
  
- Describe the relationship between the board and management. In what areas is the board successfully supporting the school? In what areas is there room for improvement?

## Site Visit Review Protocol

<b>First Impression</b>	Yes: _____ / 7 _____ % Partial: _____ / 7 _____ % No: _____ / 7 _____ %	<b>Learning Environment</b>	Yes: _____ / 11 _____ % Partial: _____ / 11 _____ % No: _____ / 11 _____ %
<b>Health and Safety</b>	Yes: _____ / 10 _____ % Partial: _____ / 10 _____ % No: _____ / 10 _____ %	<b>Special Populations</b> <i>*Measure total dependent on EL population</i>	Yes: _____ / 20 or 25 _____ % Partial: _____ / 20 or 25 _____ % No: _____ / 20 or 25 _____ %
<b>Documents and Processes</b>	Yes: _____ / 15 _____ % Partial: _____ / 15 _____ % No: _____ / 15 _____ %	<b>Stakeholder Feedback</b>	Yes: _____ / 3 _____ % Partial: _____ / 3 _____ % No: _____ / 3 _____ %
<b>Critical</b>	Yes: _____ / 36 _____ % Partial: _____ / 36 _____ % No: _____ / 36 _____ %	<b>Overall</b> <i>*Measure total dependent on EL population</i>	Yes: _____ / 66 or 71 _____ % Partial: _____ / 66 or 71 _____ % No: _____ / 66 or 71 _____ %
<b>Site Visit Score</b>	<b>Of Concern:</b> Less than 89% of measures are a "Yes." <b>On Target:</b> Over 90% of the measures are a "Yes." All critical measures are a "Yes." * <b>Exceeding:</b> Over 95% of the measures are a "Yes." All critical measures are a "Yes." All Learning Environment measures are a "Yes." *		
<b>Qualitative Data Scores</b>	<b>Unsatisfactory Answer:</b> Answer does not include adequate evidence, reflection and/or is not supported by observation during site visit. _____ / 8 _____ %		
	<b>Satisfactory Answer:</b> Answer demonstrates evidence, reflection and/or answer is supported by observation during site visit. _____ / 8 _____ %		
<b>Areas to Celebrate</b>		<b>Areas of Concern</b>	
<b>Next Steps</b>		<b>Next Steps</b>	

*\*If a critical measure is missed, then the Site Visit Score becomes "Of Concern"*

Qualitative Data Scoring*								
	1.	2.	3.	4.	5.	6.	7.	8.
Addresses Question								
Evidence								
Reflection								
Observation								
Total								
Satisfactory/Unsatisfactory								

\*Each answer must adequately address the question (1 point), and earn at least two of the three other point areas, in order to be considered 'satisfactory' (3 points total on each question).

# Classroom Observation Form

This form is to be utilized during site visits to schools from PUC-OPCS.

## Classroom Observation: *Focus on Learning*



Observer: \_\_\_\_\_ School: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Subject/Class: \_\_\_\_\_ Grade Level(s): \_\_\_\_\_

	Comments
What are the students DOING? (Receiving information, applying skills, practicing newly acquired skills, time on task, etc.)	
What are the students PRODUCING?	
Describe interactions between teacher & student and/or student & student.	
How are students REWARDED or RECOGNIZED by the teacher and/or other students?	
What provisions/accommodations are being made for students with special needs? How are they participating in classroom activities?	
<b>Students are:</b> (Circle all that apply) <ul style="list-style-type: none"> <li>Receiving information</li> <li>Reviewing skills</li> <li>Practicing newly acquired skills</li> <li>Engaged in their work</li> <li>Applying skills</li> <li>Synthesizing/evaluating</li> <li>Task-oriented</li> <li>Other</li> </ul>	

<b>Class activities:</b> (Circle all that apply) <ul style="list-style-type: none"> <li>• Individual work</li> <li>• Hands on learning</li> <li>• Worksheets</li> <li>• Teacher made test</li> <li>• Group work</li> <li>• Norm-referenced tests</li> </ul>	<ul style="list-style-type: none"> <li>• Short/long-term projects/research</li> <li>• Oral/group project</li> <li>• Open-ended problem solving</li> <li>• Discussion self/peer assessments</li> </ul>	
<b>Students are applying the following skills:</b> (Circle all that apply) <ul style="list-style-type: none"> <li>• Reading</li> <li>• Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Speaking</li> <li>• Computing</li> <li>• Thinking</li> <li>• Listening</li> </ul>	
How are students challenged to think and to communicate their thoughts orally and in writing?		
How does the teacher effectively manage class and student behavior?		
Does the classroom set up meet the needs of the students and the lesson at hand?		

Areas of Success	Areas of Improvement	Overall Assessment

# Board Observation Form

This form is to be utilized during board observations by PUC-OPCS.

## Board Observation Report



Observer: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

School Meeting Type (check one) ☐ Regular ☐ Special ☐ Emergency Mtg Start Time: \_\_\_\_\_ Mtg End Time: \_\_\_\_\_

Yes (Y) – Clear evidence that indicator exists Partial (P) – Some evidence of the indicator but improvement is needed

No (N) – Indicator does not exist Not applicable (NA) – Not observed at this meeting


Indicators of Compliance and Best Practice	Evidence Y, P, N or NA	Comments
<b>Open Meeting Law/Transparency</b>		
Meeting is open to the public in compliance with MN Stat 13D Open Meeting Law		
Board meeting time and location was published on the school website in advance, and on site the day of the meeting		
A quorum is established		
One printed board packet, including agenda and related materials is <u>available at the meeting</u> for public inspection		
Board membership is in compliance with MN Stat 124E.07 Subd. 3		
If meeting is conducted by phone or other electronic means, it meets MN Stat 13D conditions		
SPECIAL or EMERGENCY meeting is conducted in accordance with MN Stat 13D		
CLOSED meeting is conducted in accordance with MN Stat 13D		
Votes are recorded in a journal of votes and is available to the public per MN Stat 13D MN Stat 13D Subd. 4. Votes to be kept in journal. (a) The votes of the members of the state agency, board, commission, or department; or of the governing body, committee, subcommittee, board, department, or commission on an action taken in a meeting required by this section to be open to the public must be recorded in a journal kept for that purpose. (b) The vote of each member must be recorded on each appropriation of money, except for payments of judgments, claims, and amounts fixed by statute		
<b>Meeting Procedures/Participation</b>		
Board members received agenda and supporting documents 3-5 days in advance		
Meeting is called to order on time		
The board operates under parliamentary procedure (e.g. Roberts Rules)		
Agenda is adopted and adhered to following board approval		
Minutes from last board meeting are reviewed, amended as necessary, and approved		

Board meeting minutes and motions are easy to understand and clearly communicate the topics		
There is time on the agenda and a sign-up sheet provided for public comment		
Conflict of interest declaration is included as an agenda item		
Committee reports are thorough and understandable (written reports recommended)		
All board members actively participate throughout the meeting		
Community members are in attendance (Teachers, students, parents, other stakeholders of the school)		
Vendor and employment contracts are brought to the board for approval where applicable		
Board consistently demonstrates a clear understanding of the difference between governance and management		
The majority of the meeting is focused on the future rather than reporting on past events		
Decisions are guided by the school's mission and vision		
<b>CONTENT</b>		
<b>ACADEMICS</b>		
Student academic progress is presented and discussed, including contract goals		
The board uses academic data (qualitative and quantitative) to make board decisions		
There is a presentation by the executive director to the board of directors		
<b>OPERATIONS</b>		
The board develops and reviews policies on an ongoing basis		
Board utilizes committees to support the operational work of the executive director (e.g. finance, curriculum, development, etc.)		
The board has a current strategic plan		
The board follows its bylaws (as submitted via Epicenter)		
<b>FINANCES</b>		
Review School Financial <ul style="list-style-type: none"> <li>Cash Flow Projections</li> <li>Balance Sheet</li> <li>Income Statement</li> <li>Check Registry</li> </ul>		
Finance reports tie pupil units budgeted to actuals		



# Quarterly Financial Review Template

This form is to be submitted quarterly by the schools to PUC-OPCS.

<div style="display: flex; align-items: center;">  <div style="margin-left: 10px;"> <b>Quarterly Financial Template - Near-Term Measures</b> </div> </div>		
<i>Instructions: Fill in column B with the appropriate information/data for any cells highlighted in yellow. As needed, include any notes upon the data/information in column C.</i>		
Column A	Column B	Column C
School	XYZ Charter School	
Last day of Quarter	00/00/0000	
Last day of Quarter ADM	1.00	
% of Budgeted Revenues		
% of Budgeted Expenditures		
Current Assets	0,000.00	
Current Liabilities	0,000.00	
Current Ratio	#VALUE!	
Unrestricted Cash	0,000.00	
Total Expenses	0,000.00	
Depreciation Expense	0,000.00	
Unrestricted Days Cash	#VALUE!	
Default: School is in default of loan covenant(s) and/ or is delinquent with debt service payments	Yes/ No	
On-Time Payments: School is on-time (not in violation of 30 day statutory limit) with all vendor payments	Yes/No	
Actual Enrollment (last day of quarter)	0	
Enrollment Projection in board approved budget	0	
Enrollment Variance	#DIV/0!	



*Instructions: Fill in column B with the appropriate information/ data for any cells highlighted in yellow. As needed, include any notes upon the data/information in column C.*

Column A	Column B			Column C
Reserves				
Total Margin (fill out rows 7-9)				
Aggregated Three Year Total Margin Percentage				
Total Margin Percentage Trend	2017	2018	2019	
Insert Three Year of Total Margin				
Debt to Asset Ratio				
Cash Flow: Multi-Year Cash Flow= Year 3 total cash- Year 1				
Total Cash, AND One Year Cash Flow= Year 2 Cash- Year 1				
Cash				
	2018	2019	2020	
Cash Flow Trends				
Multi-Year Cash Flow				
Debt Service Coverage Ratio= (Net Income + Depreciation + Interest Expense)/ (Annual Principal, Interest and Lease Payments)				
MDE Finance Award (previous year)				

*Instructions: Fill in the Value column with the appropriate information/ data from the previous templates for any cells highlighted in yellow. Please also self-score using the scoring and levels of achievement guidance below, PUC will double-check upon review and make any necessary changes.*

**Scorecard Template**

Measure	Value	Points	Achievement Level
Current Ratio			
Unrestricted Days Cash			
Enrollment Variance			
Default			
Reserves			
Total Margin			
Debt to Asset Ratio			
Cash Flow: Multi-Year			
Debt Service Coverage Ratio			
MDE Finance Award Recipient			
<b>Total Score</b>		0	<b>Of Concern/On Target/Exceeding</b>

Scoring and Levels of Achievement			
Measure	0 Points	1 Point	2 Points
Current Ratio	Current ratio is less than or equal to 0.9	Current ratio is between 1.0 and 1.1 and one-year trend is negative	Current ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's)
Unrestricted Days Cash	Fewer than 15 days cash	Days cash is between 30-60 days and one-year trend is negative	Between 30-60 days cash and one-year trend is positive
Enrollment Variance	Enrollment variance is less than 85 percent in the most recent year	Enrollment variance is between 85-95 percent in most recent year	Enrollment variance equals or exceeds 95 percent in the most recent year
Default	School is in default of loan covenant(s) and/or is delinquent with debt service payments	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments	
On-Time Payments	School is not on-time with vendor payments	School is on-time with vendor payments	
Reserves	Reserve is less than 3 months' expenses.	Reserve is enough to cover one full payroll as measured by end of year reserves divided by annual expenditures.	Reserve is at least three months' expenses (25%) as measured by end of year reserves divided by annual expenditures.
Total Margin	The most recent year Total Margin is less than -10%	Aggregated Three-Year Total Margin is greater than -1.5%, the most recent year Total Margin is between -10 and 0%, and/or trend does not "Meet Standard"	Aggregated Three-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive.
Debt to Asset Ratio	Debt to Asset Ratio is greater	Debt to Asset Ratio is between 0.9 and 1.0	Debt to Asset Ratio is less than 0.9
Cash Flow: Multi-Year	Multi-Year Cumulative Cash Flow is negative	Multi-year cumulative cash flow is positive, but trend does not "Meet Standard"	Multi-year Cumulative cash flow is positive and cash flow is positive each year
Debt Service Coverage Ratio	Debt Service Coverage Ratio is less than 1.1	Debt Service Coverage Ratio is equal to or exceeds 1.1	
MDE Finance Award Recipient	Not an MDE Finance Award Recipient	MDE Finance Award Recipient	
		<b>Total Points Available</b>	<b>18</b>
		<b>Levels of Achievement:</b>	
		<i>Of Concern</i>	Less than 11 points
		<i>On Target</i>	At least 11 points
		<i>Exceeding</i>	15 or more points

# Performance Frameworks

## Performance Framework K-8



### Our Mission

PUC charter schools boldly engage and affirm all students in innovative, challenging, authentic, and equitable learning opportunities.

### Our Vision

Equitable communities where students realized their opportunities to excel academically and are socially responsible, self-sufficient and personally fulfilled.

### Authorizing Monitoring and Oversight

PUC believes that education is one of the cornerstones to ending cycles of poverty. To that end, PUC became an authorizer of charter schools because the communities we serve identified a need for innovative educational opportunities. PUC charter schools strive to meet the needs of the communities they serve by providing culturally relevant instruction that closes academic and opportunity gaps. As an authorizer PUC-OPCS is required by state statute to monitor the fiscal, operational and academic performance of its schools. PUC-OPCS uses a variety of tools to assess school's performance, share their successes, and provide support for areas of growth. The tools include:

- Performance Framework
- Annual Site Visit
- Financial Reporting
- Contract Goals
- Quality School Review

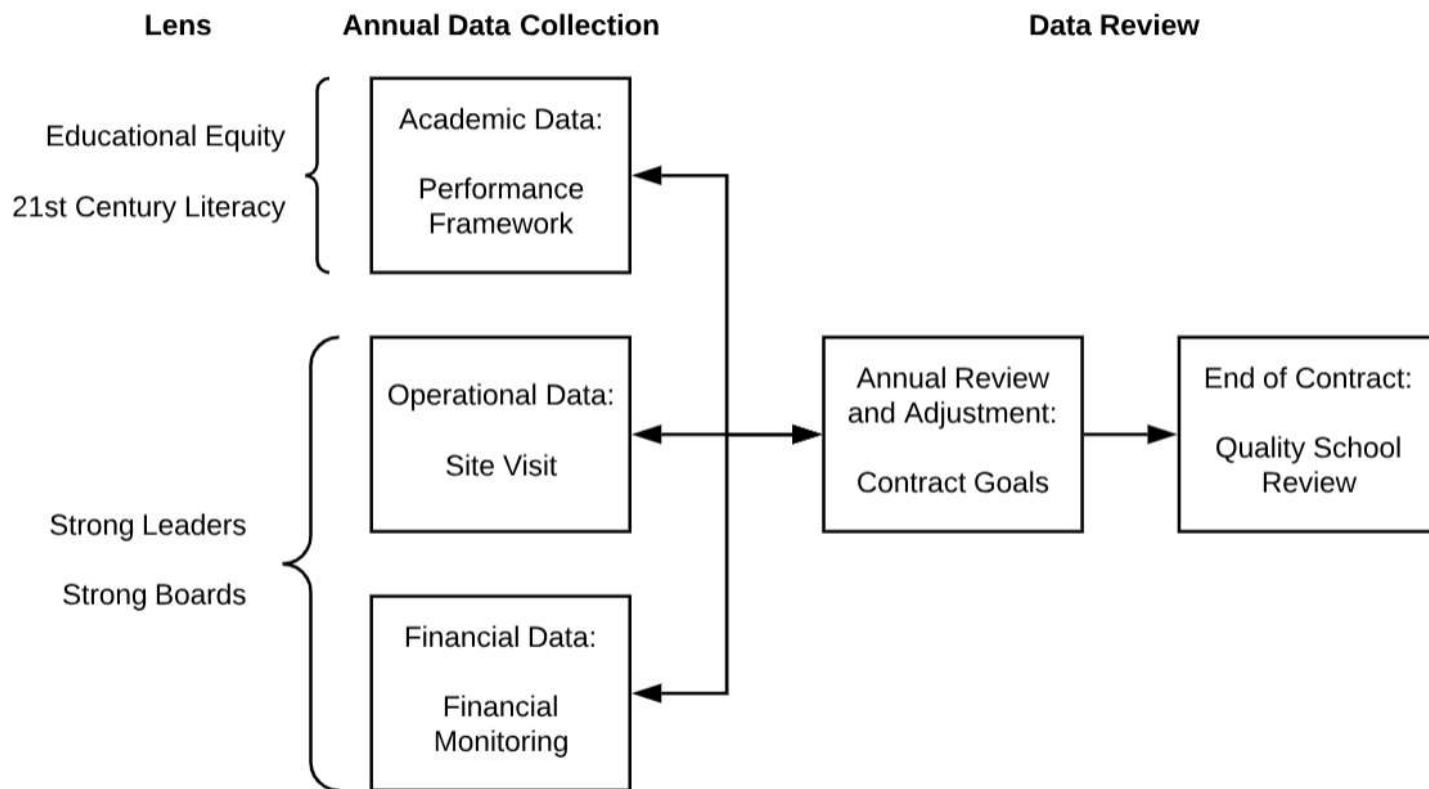
Each of these tools supports the four core lenses in the PUC-OPCS strategic framework for 2018-2022.

- Educational Equity
- 21st Century Literacy
- Strong Leaders
- Strong Boards

It is the belief of PUC-OPCS that these lenses are crucial for student success and by framing monitoring and oversight through these lenses PUC-OPCS can better support its schools.

### Monitoring and Oversight Tools

Each of the tools PUC-OPCS uses to assess school performance work in tandem to provide different data and perspectives on performance aligned to the four lenses. Academic, operational, and financial data collected through the performance framework, the site visit, and financial reporting inform a school's contract goals. Contract goals are set based on the individual school's areas of strength and needs for improvement. When a school's contract is up for renewal, the Quality School Review (QSR) process is informed by data collected in the annual data collection tools, performance on contract goals, and an in-depth site visit process.



### The Performance Framework

The performance framework is the primary tool for capturing academic data. The tool uses a variety of standardized measures and is aligned to state reporting. Given the achievement and opportunity gaps that exist between students of color and white students in Minnesota, the focus of the data collected in the performance framework is on gap closure particularly in reading and mathematics. PUC-OPCS uses the following definitions for achievement and preparation.

- **Achievement:** Are our students making expected academic growth? PUC views achievement through a growth mindset (i.e. the success of students when targets are met).
- **Preparation:** Are our students meeting academic proficiency? PUC views preparation as having the tools necessary for a stated task, MN standards show the preparedness of the student.

PUC-OPCS collects data on overall achievement, preparation, and performance by subpopulations and compares these levels to that of the school's resident district and the state. This allows PUC-OPCS to see at a systemic level how its schools are serving the needs of its students and fulfilling a need in the community. PUC-OPCS also asks schools to complete a qualitative write up of how they are achieving their results and stories of success. This allows schools to showcase their unique and innovative approaches to culturally relevant and identity affirming instruction.

Once the framework is complete PUC-OPCS uses a holistic review guide to decide on next steps, including areas to celebrate and areas for further support.

## Measures

Education Equity, 21st Century Literacy			
Measure	Data Source	Metric	Data Reporting Source
<b>Achievement</b>			
Overall State Assessment Progress-Math	MCA	% of students with achievement level maintained or improved compared to resident district/state	State MCA Report - North Star
Overall State Assessment Progress-Reading	MCA	% of students with achievement level maintained or improved compared to resident district/state	State MCA Report - North Star
Subpopulation 1: MCA Progress-Math	MCA	% of students with achievement level maintained or improved compared to resident district/state	State MCA Report - North Star
Subpopulation 1: MCA Progress - Reading	MCA	% of students with achievement level maintained or improved compared to resident district/state	State MCA Report - North Star
<i>Other meaningful subpopulations</i> <i>*See data notes</i>	MCA	% of students with achievement level maintained or improved compared to resident district/state	State MCA Report - North Star
Overall Nationally Normed Localized Assessment Growth-Math	School Choice-NWEA/FAST	% of students meeting growth targets	School Created Report
Overall Nationally Normed Localized Assessment Growth-Reading	School Choice-NWEA/FAST	% of students meeting growth targets	School Created Report

Subpopulation 1: Nationally Normed Localized Assessment Growth- Math	School Choice-NWEA/FAST	% of students meeting growth targets	School Created Report
Subpopulation 1: Nationally Normed Localized Assessment Growth- Reading	School Choice-NWEA/FAST	% of students meeting growth targets	School Created Report
<i>Other meaningful subpopulations</i> <i>*See data notes</i>	<i>School Choice-NWEA/FAST</i>	<i>% of students meeting growth targets</i>	<i>School Created Report</i>
<b>Preparation</b>			
Overall State Assessment Achievement (Met or Exceeded)- Math	MCA	Rate compared to resident district/state	State MCA Report- North Star
Overall State Assessment Achievement (Met or Exceeded)- Reading	MCA	Rate compared to resident district/state	State MCA Report- North Star
Subpopulation 1- State Assessment Achievement (Met or Exceeded)- Math	MCA	Rate compared to resident district/state	State MCA Report- North Star
Subpopulation 1 State Assessment Achievement (Met or Exceeded)- Reading	MCA	Rate compared to resident district/state	State MCA Report- North Star
<i>Other meaningful subpopulations</i> <i>*See data notes</i>	<i>MCA</i>	<i>Rate compared to resident district/state</i>	<i>State MCA Report- North Star</i>
Overall State English Language Learner Progress Toward Target	ACCESS	Rate compared to resident district/state	State ACCESS Report- North Star
Subpopulation 1- State English Language Learner Progress Toward Target	ACCESS	Rate compared to resident district/state	State ACCESS Report- North Star
<i>Other meaningful subpopulations</i> <i>*See data notes</i>	<i>ACCESS</i>	<i>Rate compared to resident district/state</i>	<i>State ACCESS Report- North Star</i>

### Notes on the Performance Framework

- *Indicators within the performance framework align with World's Best Workforce legislation passed in 2013.*
- *All third-graders can read at grade level. Each component within the achievement and preparation sub-categories address third grading reading and assess a school's ability to ensure that all third-graders are able to read at grade level. The achievement indicators focus on growth while the preparation indicators focus on proficiency.*
- *All racial and economic achievement gaps between students are closed. Within the achievement, preparation, and access sub-categories racial and economic subgroups are assessed including free and reduced lunch, English learner, special education, and homeless/ highly mobile. Performance indicators from state and national normed localized assessments assess if racial and economic achievement gaps are being closed.*

### Data Notes

- *All assessment results only include those that meet enrollment criteria set by MDE*
  - *Excluding students with standardized testing exemptions via their Individualized Education Plan (IEP)*  
*q.*
- *Other meaningful subpopulations include any student subpopulation available via state reporting systems that has a minimum of 10 or 20 students depending upon the reporting system.*  
*r.*
- *District and state rates are determined by calculation of applicable grade bands from MDE Report Card.*

# Performance Framework Data Template

School: \_\_\_\_\_

Resident District: \_\_\_\_\_

School Year: \_\_\_\_\_

Localized Assessment Tool: \_\_\_\_\_

Meaningful Subpopulations (Any demographic, any combination of demographic and special population):

\_\_\_\_\_

\_\_\_\_\_

Education Equity, 21st Century Literacy					
Achievement					
Measure	Data Source	Metric	School Rate	Resident District Rate	State Rate
Overall State Assessment Progress-Math	MCA	% of students with achievement level maintained or improved compared to resident district/state			
Overall State Assessment Progress-Reading	MCA	% of students with achievement level maintained or improved compared to resident district/state			
Subpopulation 1: MCA Progress-Math	MCA	% of students with achievement level maintained or improved compared to resident district/state			
Subpopulation 1: MCA Progress-Reading	MCA	% of students with achievement level maintained or improved compared to resident district/state			
<i>Other meaningful subpopulations</i>	MCA	% of students with achievement level maintained or improved compared to resident district/state			
Overall Nationally Normed Localized Assessment Growth-Math	School Choice-NWEA/FAST	% of students meeting growth targets			
Overall Nationally Normed	School	% of students meeting growth targets			



Localized Assessment Growth-Reading	Choice-NWEA/FAST				
Subpopulation 1: Nationally Normed Localized Assessment Growth- Math	School Choice-NWEA/FAST	% of students meeting growth targets			
Subpopulation 1: Nationally Normed Localized Assessment Growth- Reading	School Choice-NWEA/FAST	% of students meeting growth targets			
<i>Other meaningful subpopulations</i>	<i>School Choice-NWEA/FAST</i>	<i>% of students meeting growth targets</i>			
Preparation					
Measure	Data Source	Metric	School Rate	Resident District Rate	State Rate
Overall State Assessment Achievement (Met or Exceeded)-Math	MCA	Rate compared to resident district/state			
Overall State Assessment Achievement (Met or Exceeded)-Reading	MCA	Rate compared to resident district/state			
Subpopulation 1- State Assessment Achievement (Met or Exceeded)-Math	MCA	Rate compared to resident district/state			
Subpopulation 1 -State Assessment Achievement (Met or Exceeded)-Reading	MCA	Rate compared to resident district/state			
<i>Other meaningful subpopulations</i>	<i>MCA</i>	Rate compared to resident district/state			
Overall State English Language Learner Progress Toward Target	ACCESS	Rate compared to resident district/state			
Subpopulation 1- State English Language Learner Progress Toward Target	ACCESS	Rate compared to resident district/state			
<i>Other meaningful subpopulations</i>	<i>ACCESS</i>	Rate compared to resident district/state			

## Performance Framework Review Protocol

School: \_\_\_\_\_ Resident District: \_\_\_\_\_ School Year: \_\_\_\_\_

	Of Concern	On Target	Exceeding
<b>Achievement Data</b>	<p>School results are below the results achieved by the resident district and the state.</p> <p>____/____ measures ____%</p> <p>Growth goals: Less than 49% of students meet growth goals</p> <p>____/____ measures ____%</p>	<p>School results meet or exceeds the results of the resident district or the state.</p> <p>____/____ measures ____%</p> <p>Growth goals: 50- 59% of students meet their growth goals</p> <p>____/____ measures ____%</p>	<p>School result meets or exceeds the results of the resident district and the state.</p> <p>____/____ measures ____%</p> <p>Growth goals: 60% or more of students meet their growth goals</p> <p>____/____ measures ____%</p>
<b>Preparation Data</b>	<p>School results are below the results achieved by the resident district and the state.</p> <p>____/____ measures ____%</p>	<p>School results meet or exceeds the results of the resident district or the state.</p> <p>____/____ measures ____%</p>	<p>School results meet or exceeds the results of the resident district and the state.</p> <p>____/____ measures ____%</p>
<b>Areas to Celebrate</b>		<b>Areas of Concern</b>	
<b>Next Steps</b>		<b>Next Steps</b>	

# High School Performance Framework

## What is it?

The High School Performance Framework (accountability plan) is an articulation of the school's goals with respect to academic, financial, and operational performance. The performance framework pairs with the Academic & Non-Academic goals in the Charter Contract to provide an annual quantitative analysis of a school's performance.

	Weight- Elem (PK-8)	Weight- HS (9-12)
<b>Academic</b>		
Achievement <sup>a</sup>	40.0%	25.0%
Preparation <sup>a</sup>	25.0%	6.0%
Access <sup>b</sup>	0.0%	45.0%
Belief	25.0%	14.0%
<b>Operational</b>		
Operational	5%	5%
<b>Financial</b>		
Financial	5%	5%

## How does it align?

The framework was developed in alignment with Pillsbury United Communities strategic priorities and the primary and secondary purposes of charter schools according to state statute. Pillsbury United Communities' Office of Public Charter Schools (PUC-OPCS) diminishes the opportunity gap in the communities we serve—particularly the achievement, preparation, access and belief gaps. Each of these areas correspond with data collected in the performance framework.

Achievement- growth indicators of academic success. PUC views achievement through a growth mindset (i.e. the success of students when targets are met).

Preparation- proficiency indicators of academic success. PUC views preparation as having the tools necessary for a stated task, MN standards show the preparedness of the student.

Access- employment/ career indicators of academic success

Belief- mindset indicators of academic success

Indicators within the performance framework align with World's Best Workforce legislation passed in 2013.

- *All racial and economic achievement gaps between students are closed.* Within the achievement and preparation sub-categories racial and economic subgroups are assessed including free and reduced lunch, English learner, special education, homeless/ highly mobile, and below grade level growth. Schools within the PUC portfolio represent racial diversity and qualify for free and reduced lunch. Performance indicators from state and national normed localized assessments assess if racial and economic achievement gaps are being closed.

- *All students are ready for career and college.* The framework assesses college and career readiness within the Access sub-category. Three tests are utilized to assess preparedness for post-secondary: the ACT, ASVAB, and Accuplacer. Participation in assessments is tracked as well as FAFSA completion.

- *All students graduate from high school.* Within the Access sub-category, the performance framework tracks four, five and six year cohort graduation rates. Schools are monitored on progress towards graduation goals and credit accumulation as leading indicators to graduation.

### **How is it used?**

High schools authorized by PUC include an update on the Performance Framework in their Annual Report detailing the level of achievement (points) attained in each goal area with association proof of achievement. PUC-OPCS utilizes this information to inform renewal decision-making and ongoing oversight. The performance framework is used to inform contract renewal, but is not the only indicator of a school's success (other indicators include board observations, annual and monthly reporting, site visits, etc.).

#### Notes on the Performance Framework

<sup>a</sup> All assessment results only include those enrolled October 1<sup>st</sup>

<sup>b</sup> Indicators only include students that enroll for 45 consecutive days

<sup>c</sup> Schools & Authorizer designate three schools comparable in mission, academic stance, demographically or geographically similar

<sup>d</sup> Grad year is designated at the school's discretion or via MDE

<sup>e</sup> Excluding students with standardized testing exemptions via their Individualized Education Plan (IEP)

<sup>f</sup> Satisfactory credit is determined as any positive credit reflecting on the student's transcript for graduation (no matter the points).

<sup>g</sup> Assessment participation must be 95% of students, excluding any students with the current years as their Grad year as designated by MDE or school

*- Each site within a K-12 school receives a separate performance framework based on if it is an Elementary (K-8) or High School (9-12).*

*- Any indicators with less than 10 students in a rating are not reported (data withheld), points and weighting are not be considered for this rating. Points and weighting are distributed proportionally within the category or sub-category.*

## Weighting & Points

	Total Points		
	Available	Weight- Elem (PK-8)	Weight- HS (9-12)
Academic			
Achievement <sup>a</sup>		40.0%	25.0%
A) Accountability Systems	2	4.0%	3.0%
B) Overall Growth	8	14.0%	10.0%
C) Sub-Population Growth- Nationally Normed Localized Assessment	16	16.0%	8.0%
D) State Assessment - % of non-proficient students that make high growth	4	6.0%	4.0%
Preparation <sup>a</sup>		25.0%	6.0%
E) Overall Proficiency	8	7.00%	2.00%
F) Sub-Population State Assessment Proficiency	32	10.00%	2.00%
G) Overall Language Acquisition Proficiency	4	5.2%	1.30%
H) Sub-Population Proficiency - State English Language Learner Assessment	14	2.8%	0.70%
Access <sup>b</sup>		0.0%	45.0%
I) Graduation Rate	10		12.0%
J) On Track to Graduation	6		15.0%
K) Participation in Post- Secondary Requirements	6		8.0%
L) Post-Secondary Preparation	14		8.0%

M) Employment	4	2.0%
Belief	25.0%	14.0%
Belief <sup>b</sup>	18	
Operational		
Operational	5%	5%
Financial		
Financial	5%	5%

# Levels of Achievement

		Low- 0 points	Middle- 1 point	High- 2 points
Academic				
Achievement <sup>a</sup>				
A) Accountability Systems				
1.	State Designation	Priority or Focus Designation	No Designation or Continuous Improvement	Celebration or Reward Designation
B) Overall Growth				
2.	State Assessment Growth- Math	Less than 30 percent of students-make medium or high growth	30-50 percent of students make medium or high growth	Greater than 50 percent of students make medium or high growth
3.	State Assessment Growth- Reading	Less than 30 percent of students make medium or high growth	30-50 percent of students make medium or high growth	Greater than 50 percent of students make medium or high growth
4.	Nationally Normed Localized Assessment Growth- Math	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
5.	Nationally Normed Localized Assessment Growth- Reading	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>



### C) Sub-Population Growth- Nationally Normed Localized Assessment

6. Free and Reduced Lunch - Math	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
7. Free and Reduced Lunch- Reading	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
8. English Learner-Math	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
9. English Learner- Reading	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
10. Special Education <sup>e</sup> - Math	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>

11. Special Education <sup>e</sup> - Reading	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
12. Homeless/ Highly Mobile- Math	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
13. Homeless/ Highly Mobile- Reading	Less than 30 percent of students meet their growth target that pre- and post- tested	30-50 percent of students meet their growth target that pre- and post- tested	Greater than 50 percent of students meet their growth target that pre- and post- tested AND at least 95% of students participated in the assessment <sup>g</sup>
D) State Assessment - % of non-proficient students that make high growth			
14. Math	30 percent of students below grade level make high growth	30-35 percent of students below grade level make high growth	More than 35 percent of students below grade level make high growth
15. Reading	31 percent of students below grade level make high growth	30-35 percent of students below grade level make high growth	More than 35 percent of students below grade level make high growth
Preparation <sup>a</sup>			
E) Overall Proficiency			
16. State Assessment - Math	The school's Z-score is below -1	The school's Z-score is between -1 and 1	The school's Z-score is above 1

17. State Assessment - Reading	The school's Z-score is below -1	The school's Z-score is between -1 and 1	The school's Z-score is above 1
18. Student Options Comparison on State Assessment <sup>c</sup> - Math	The school's proficiency rate does not exceed the school's comparison institutions' average	The school's proficiency rate exceeds their comparison institutions' average by 0-10 percentage points	School's proficiency rates are >10 percentage points above their comparison institutions' average AND at least 95% of eligible students participated in the assessment
19. Student Options Comparison on State Assessment <sup>c</sup> - Reading	The school's proficiency rate does not exceed the school's comparison institutions' average	The school's proficiency rate exceeds their comparison institutions' average by 0-10 percentage points	School's proficiency rates are >10 percentage points above their comparison institutions' average AND at least 95% of eligible students participated in the assessment

#### F) Sub-Population State Assessment Proficiency

20. Free and Reduced- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
21. Free and Reduced- Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment

22. English Learner- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
23. English Learner- Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
24. Special Education <sup>e</sup> - Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
25. Special Education <sup>e</sup> - Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
26. Homeless/ Highly Mobile- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment

27. Homeless/ Highly Mobile-Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
28. American Indian/ Alaskan Native- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
29. American Indian/ Alaskan Native- Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
30. Asian/ Pacific Islander- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
31. Asian/ Pacific Islander- Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment

32. Black, not of Hispanic Origin- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
33. Black, not of Hispanic Origin- Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
34. Hispanic- Math	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
35. Hispanic- Reading	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
G) Overall Language Acquisition Proficiency			
36. State English Language Learner Assessment - Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment

37. Student Options Comparison on State English Language Learner Assessment-Composite	The school's proficiency rate does not exceed the school's comparison institutions' average	The school's proficiency rate exceeds their comparison institutions' average by 0-10 percentage points	School's proficiency rates are >10 percentage points above their comparison institutions' average AND at least 95% of eligible students participated in the assessment
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#### H) Sub-Population Proficiency - State English Language Learner Assessment

38. Free and Reduced-Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
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39. Special Education-Composite <sup>e</sup>	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
--	---	--	--

40. Homeless/ Highly Mobile- Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
--	---	--	--

41. American Indian/ Alaskan Native-Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
---	---	--	--

42. Asian/ Pacific Islander- Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
43. Black, not of Hispanic Origin- Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
44. Hispanic- Composite	The school's proficiency rate does not exceed the state average	The school's proficiency rate exceeds the state average by 0-5 percentage points	School's proficiency rates are >5 percentage points above the state average AND at least 95% of eligible students participated in the assessment
Access <sup>b</sup>			
I) Graduation Rate			
45. Graduation Rate Cohort	The school's graduation rate does not exceed the state average for the 4-yr, 5-yr, or 6-yr cohort	The school's graduation rate exceeds the state average by 0-5 percentage points for 4-yr, 5-yr, or 6-yr cohort	School's graduation rates are >5 percentage points above the state average for 4-yr, 5-yr, or 6-yr cohort
46. Continuing Rate Cohort	The school's continuing rate does not exceed the state for the 4-yr, 5-yr, or 6-yr cohort	The school's continuing rate exceeds the state by 0-5 percentage points for 4-yr, 5-yr, or 6-yr cohort	School's continuing rates are >5 percentage points above the state for 4-yr, 5-yr, or 6-yr cohort
47. Graduation Rate Cohort - Free & Reduced Lunch	The school's graduation rate does not exceed the state average for	The school's graduation rate exceeds the state average by 0-5 percentage	School's graduation rates are >5 percentage points above the state average



	the 4-yr, 5-yr, or 6-yr cohort	points for 4-yr, 5-yr, or 6-yr cohort	for 4-yr, 5-yr, or 6-yr cohort
48. Graduation Rate Cohort-Comparable Schools	The school's graduation rate does not exceed the comparable schools for the 4-yr, 5-yr, or 6-yr cohort	The school's graduation rate exceeds the comparable schools by 0-5 percentage points for 4-yr, 5-yr, or 6-yr cohort	School's graduation rates are >5 percentage points above the comparable schools for 4-yr, 5-yr, or 6-yr cohort
49. One Year Graduation Cohort <sup>d</sup>	< 70 percent of students with the current year as their GRAD year graduate on time or before.	70-85 percent of students with the current year as their GRAD year graduate on time or before.	> 85 percent of students with the current year as their GRAD year graduate on time or before.
J) On Track to Graduation			
50. Credit Accumulation <sup>d</sup>	< 60 percent of students meet their annual credit accumulation goal, whereby maintain on-track to graduation goal.	60-80 percent of students meet their annual credit accumulation goal, whereby maintain on-track to graduation goal.	> 80 percent of students meet their annual credit accumulation goal, whereby maintain on-track to graduation goal.
51. Credit Attainment in Math and Science (need six years) <sup>f</sup>	< 50 percent of students taking course, received satisfactory credit	50-80 percent of students taking a course, received satisfactory credit	> 80 percent of students taking course, received satisfactory credit
52. Credit Attainment in Reading/ Writing/ Social Studies (need 7.5 years) <sup>f</sup>	< 50 percent of students taking course, received satisfactory credit	50-80 percent of students taking a course, received satisfactory credit	> 80 percent of students taking course, received satisfactory credit
K) Participation in Post- Secondary Requirements			
53. FAFSA Submission (of students able to submit)	< 60 percent submitted	60- 80 percent submitted	> 80 percent submitted
54. Participation in post-secondary assessment	< 50 percent participated	50-70 percent participated	>70 percent participated

(i.e.  
Accuplacer/ACT/ASVAB)

55. Post- Secondary Applications	< 50 percent of graduated students applied to post-secondary education, military, full-time employment, vocational, and/ or apprenticeship	60-80 percent of graduated students applied to post-secondary education, military, full-time employment, vocational, and/ or apprenticeship	> 80 percent of graduated students applied to post-secondary education, military, full-time employment, vocational, and/ or apprenticeship
L) Post-Secondary Preparation			
56. Accuplacer- Math	Less than 50 percent of students reach a minimum score of 34	50-69 percent of students reach a minimum score of 34	70 percent of students reach a minimum score of 34
57. Accuplacer- Reading	Less than 50 percent of students reach a minimum score of 72	50-69 percent of students reach a minimum score of 72	70 percent of students reach a minimum score of 72
58. Accuplacer- Sentence Skills	Less than 50 percent of students reach a minimum score of 61	50-69 percent of students reach a minimum score of 61	70 percent of students reach a minimum score of 61
59. ACT- Math	Less than 50 percent of students reach college ready benchmark score	50-69 percent of students reach college ready benchmark score	70 percent of students reach college ready benchmark score AND at least 95% of eligible students participated in the assessment
60. ACT- Reading	Less than 50 percent of students reach college ready benchmark score	50-69 percent of students reach college ready benchmark score	70 percent of students reach college ready benchmark score AND at least 95% of eligible students participated in the assessment
61. ASVAB- Standard Score	Less than 50% of participates reach a standard score above	50-69% of participants reach a standard score	70% of students reach a standard score above 50

	50 (positive standard deviation)	above 50 (positive standard deviation)	(positive standard deviation)
62. ASVAB- Armed Forces Qualification	Less than 50% of participants reached a AFQT score adequate for enlistment into their chosen service	50-69% of participants reached an AFQT score adequate for enlistment into their chosen service	70% of participants reached an AFQT score adequate for enlistment into their chosen service
M) Employment			
63. Part- Time Employment	> 10 percent of students hold a part time or summer job	10- 50 percent of students hold a part time or summer job	> 50 percent of students hold a part time or summer job
64. Career Readiness Tool/ Curriculum	School utilized career readiness tool/ curriculum, but no action further action was taken.	School utilized curriculum/ tool and took action to ensure students are career ready.	School utilized the curriculum/tool, took action, and saw increases in career readiness in the student population.
Belief			
Belief <sup>b</sup>			
65. Attendance Rates (reported on MN School Report Card)	< 90 percent attendance rate	90-95 percent attendance rate	>95 percent attendance rate
66. Retention from Oct 1 thru end of school year	No increases in retention from prior school year and the retention rate is less than 60%	Retention rate increased 0 - 5 percentage points or the retention rate is equal or greater than 60%	Retention rate increased > 5 percentage points or the retention rate is greater than 60%
67. Socio-emotional growth	School took assessment, but no action was taken upon the results	School took the assessment and took action upon the results	School took the assessment, took action upon the results, and saw increases in socio-emotional growth in the student population.

68. Student Survey- School Satisfaction	Less than 60 percent of students agree (4) or strongly agree (5) that they are satisfied with the school	60-79 percent of students agree (4) or strongly agree (5) that they are satisfied with the school	80 percent or more of students agree (4) or strongly agree (5) that they are satisfied with the school <u>AND</u> at least 95% of all students respond to the survey (enrolled during survey timeframe)
69. Student Survey- Caring Adult	Less than 60 percent of students agree (4) or strongly agree (5) that they have an adult who cares about them in the school	60-79 percent of students agree (4) or strongly agree (5) that they have an adult who cares about them in the school	80 percent or more of students agree (4) or strongly agree (5) that they have an adult who cares about them in the school <u>AND</u> at least 95% of all students respond to the survey (enrolled during survey timeframe)
70. Student Survey- Culture and Identity	Less than 60 percent of students agree (4) or strongly agree (5) that their culture and identity are affirmed in the school	60-79 percent of students agree (4) or strongly agree (5) that their culture and identity are affirmed in the school	80 percent or more of students agree (4) or strongly agree (5) that their culture and identity are affirmed in the school <u>AND</u> at least 95% of all students respond to the survey (enrolled during survey timeframe)
71. Teacher Survey	Less than 60 percent of teachers agree (4) or strongly agree (5) that they are satisfied with the school	60-79 percent of teachers agree (4) or strongly agree (5) that they are satisfied with the school	80 percent or more of teachers agree (4) or strongly agree (5) that they are satisfied with the school <u>AND</u> at least 95% of all teachers respond to the survey (on payroll during survey timeframe)

72. Teacher Survey- Culture and Identity	Less than 60 percent of teachers agree (4) or strongly agree (5) that their culture and identity are affirmed in the school	60-79 percent of teachers agree (4) or strongly agree (5) that their culture and identity are affirmed in the school	80 percent or more of teachers agree (4) or strongly agree (5) that their culture and identity are affirmed in the school <u>AND</u> at least 95% of all teachers respond to the survey (enrolled during survey timeframe)
73. Parent/Guardian Survey	< 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school	80 percent or more of parents agree (4) or strongly agree (5) that they are satisfied with the school <u>AND</u> is conducted through statistically random sampling of at least 30% of student's parent/guardians represented

Operational			
Operational			
Operational			
N) Educational Program			
74. Is the school implementing the material terms of the education program as defined in the current charter contract?	No	Yes	
75. Is the school complying with applicable education requirements?	No	Yes	

O) Governance		
76. Is the school complying with governance requirements?	No	Yes
77. Is the school holding management accountable?	No	Yes
P) School Environment		
78. Is the school complying with facilities and transportation requirements?	No	Yes
79. Is the school complying with health and safety requirements?	No	Yes
Q) Student Rights		
80. Is the school protecting the rights of students with disabilities?	No	Yes
81. Is the school protecting the rights of English Language Learner (ELL) students?	No	Yes
82. Is the school protecting the rights of all students?	No	Yes
83. Is the school handling information appropriately?	No	Yes
R) Personnel Practices		

84. Is the school meeting teacher and other staff credential requirements?	No	Yes	
85. Is the school respecting employee rights?	No	Yes	
86. Is the school completing required background checks?	No	Yes	
S) Compliance & Reporting			
87. Compliance	More than three infractions.	No more than three infractions AND any infraction is resolved by assigned deadline.	
88. Is the school meeting financial reporting and compliance requirements?	No	Yes	
89. Is the school following Generally Accepted Accounting Principles (GAAP)?	No	Yes	
90. Is the school complying with reporting requirements?	No	Yes	
91. Is the school complying with all other obligations?	No	Yes	
Financial			
Financial			
T) Near-Term Measures			

92. Current Ratio: Current Assets divided by Current liabilities	Current ratio is less than or equal to 0.9	Current ratio is between 1.0 and 1.1 and one-year trend is negative	Current ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's)
93. Unrestricted Days Cash: Unrestricted cash divided by [(Total Expenses minus Depreciation Expense)/365]	Fewer than 15 days cash	Days cash is between 30-60 days and one-year trend is negative	Between 30-60 days cash and one-year trend is positive
94. Enrollment variance: Actual enrollment divided by Enrollment projection in charter school board-approved budget	Enrollment variance is less than 85 percent in the most recent year	Enrollment variance is between 85-95 percent in most recent year	Enrollment variance equals or exceeds 95 percent in the most recent year
95. Default	School is in default of loan covenant(s) and/ or is delinquent with debt service payments	School is not in default of loan covenant(s) and/ or is not delinquent with debt service payments	
U) Sustainability Measures			
96. Reserves	Reserve is less than 3 months' expenses.	Reserve is enough to cover one full payroll as measured by end of year reserves divided by annual expenditures.	Reserve is at least three months' expenses (25%) as measured by end of year reserves divided by annual expenditures.
97. Total Margin: Net Income divided by Total Revenue & Aggregated Total Margin: Total Three-Year Net Income divided by Total Three-Year Revenues	The most recent year Total Margin is less than -10%	Aggregated Three- Year Total Margin is greater than -1.5%, the most recent year Total Margin is between -10 and 0%, and/or trend does not "Meet Standard"	Aggregated Three- Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive.



98. Debt to Asset Ratio	Debt to Asset Ratio is greater than 1.0	Debt to Asset Ratio is between 0.9 and 1.0	Debt to Asset Ratio is less than 0.9
99. Cash Flow: Multi-Year Cash Flow= Year 3 Total Cash- Year 1 Total Cash & One Year Cash Flow= Year 2 Total Cash- Year 1 Total Cash	Multi-Year Cumulative Cash Flow is negative	Multi- year cumulative cash flow is positive, but trend does not "Meet Standard"	Multi- year Cumulative cash flow is positive and cash flow is positive each year
100. Debt Service Coverage Ratio: (Net Income + Depreciation + Interest Expense) / (Annual Principal, Interest and Lease Payments)	Debt Service Coverage Ratio is less than 1.1	Debt Service Coverage Ratio is equal to or exceeds 1.1	
V) Financial Management & Oversight			
101. MDE Finance Award	Not an MDE Finance Award Recipient	MDE Finance Award Recipient	

## **School Specific Performance Framework Decisions**

- 1) Which nationally normed localized assessment will the school utilize? (i.e. NWEA; FAST; Scantron, other)
- 2) Identify the pre and post testing season for the nationally normed localized assessment growth indicators. (i.e. Fall to spring; Spring to Spring; Winter to spring; etc.)

a. Pre Testing Period- \_\_\_\_\_

b. Post Testing Period- \_\_\_\_\_

- 3) What are three comparable schools that are similar in mission, academic performance, geography, and/ or demographics?

\_\_\_\_\_

- 4) Which career readiness curriculum/ tool will be utilized? (i.e. MN Career Inventory System, Ramp Up to Readiness, etc.)

Date:

School Director's Signature of Approval

Authorizer's Signature of Approval

School Director's Printed Name

Authorizer's Printed Name



## Exhibit L: RANGE OF POSSIBLE INTERVENTIONS

<i>Status</i>	<i>Triggered By</i>	<i>May Result In</i>
<b>Letter of Awareness</b>	<ul style="list-style-type: none"> <li>External stakeholder provides notification on a specific matter (i.e. complaint of substantial substance, financial or program audit, etc.).</li> <li>Charter school leadership, staff, or board relay information on topics / decision-making/ concern regarding school performance.</li> </ul>	<ul style="list-style-type: none"> <li>Letter from PUC to the charter school's Board of Directors detailing area of concern and how the concern is being addressed. <i>and/or</i></li> <li>Further transparent communication between parties involved on the matter until fully resolved.</li> </ul>
<b>Notice of Concern</b>	<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 from PUC to the charter school's Board of Directors detailing areas of concern. <i>and/or</i></li> <li>Review and reconsideration of goals and performance targets in the Performance Framework. <i>and/or</i></li> <li>PUC recommendation that the school develop a Performance Improvement Plan.</li> </ul>
<b>Notice of Deficiency</b>	<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 from PUC to charter school Board of Directors detailing areas of deficiency. <i>and/or</i></li> <li>Performance Improvement Plan - containing specific improvement objectives, technical assistance requirements, and schedule for remedial action - negotiated with PUC.</li> </ul>
<b>Notice of Probationary Status</b>	<ul style="list-style-type: none"> <li>Continued failure to meet performance targets; and failure to meet objectives of Performance Improvement Plan.</li> <li>Continued failure to comply with applicable law or with the charter.</li> </ul>	<ul style="list-style-type: none"> <li>Performance Improvement Plan imposed by PUC <i>and/or</i></li> <li>Assignment of technical assistance team by PUC <i>and/or</i></li> <li>In certain cases, PUC may appoint an agent to monitor the implementation of the Performance Improvement Plan and the activities of the technical assistance team.</li> </ul>
<b>Charter Review</b>	<ul style="list-style-type: none"> <li>Extended pattern of failure to comply or to meet performance targets; or 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 sanctions <i>and/or</i></li> <li>Decision to commence or not to commence revocation proceedings made by PUC.</li> </ul>
<b>Charter Revocation</b>	<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 PUC stating reasons for proposed revocation and informing charter school of right to an informal hearing.</li> <li>Record of informal hearing.</li> <li>Decision to revoke or not to revoke made by PUC.</li> </ul>



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Quality School Review Report

School Name

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# Introduction Quality School Review

## The Charter Renewal Process

Minnesota law section 124E.05 Subd.4 requires Authorizers to evaluate schools prior to renewal of the charter contract. At the end of the contract terms, Pillsbury United Communities' Office of Public Charter Schools (PUC-OPCS) conducts a quality school review to inform renewal or revocation of a charter school contract. The charter renewal process also provides the charter school an opportunity to evaluate their effectiveness and an opportunity for the school to set new goals and priorities.

Quality School Review (QSR) assists a school in continuously improving by providing qualitative and quantitative data which can be combined to create a "panoramic" view of the school.

The review process occurs over several months and includes the completion of multiple steps. These steps include, but are not limited to:

- Charter School submission of a Renewal QSR Application
- Evaluation of Ongoing Oversight including; Review of charters on-time submission of authorizer requested documents, including board packets, board minutes, financials, audit, annual report
- Analysis of current and historic student performance data
- Review of the charter schools operations, such as governance, financial practices, compliance, and work with special populations (ELL, Special Education, GLBT students)
- Document Review, such as bylaws, insurance documents, etc.
- 2-4 site visits
- 2-4 board meeting observations
- Onsite Review: Site visit, including interview, observations, file audits, and additional document review
- Leadership, Student, and Teacher Surveys
- Final Report completed by Authorizer
- Office of Public Charter Schools Advisory Council Recommendation
- Pillsbury United Communities' Board Decision

During this process, members of a review committee are given rubrics to assess key indicators. Indicators in the areas of Mission, Strategy, and Goals; Governance; Student Outcomes; Financial; and Operations and Leadership are assessed and rated based on a metric of "no evidence," "does not meet expectations," "meets expectations," and "exceeds expectations." Recommendations from these indicators guide renewal decisions and contractual goals.

The following is a list of additional methods and documents used to collect information for the QSR.

- Interviews
- Surveys
- Document Reviews
- Evaluation of document submission over contract term
- Board and School Policies and Procedures
- By-laws
- Board list, schedule, minutes, and committee structure
- Insurance documents
- Building lease and addenda
- Building Inspections
- Contact listing for all contracted services
- Student Handbook
- Personnel Handbook
- School Calendar
- Student and Teacher Schedule
- Student list per class
- Lesson planning documents
- List of curricular material used
- Evidence of Technology Integration in the Classroom
- Last audit
- Lease
- Most recent financials with UFARS coded detail
- Original and Revised Budget
- 3 year budgets current year plus 2 future years
- Current ADM report and/or student roster by grade with enrollment enter and drop dates
- FRL Billing Submission
- Loan Documents
- Grant Documents
- Purchasing Plan and Evidence of Competitive Bid Process
- Source documents for paid invoices, debit/credit card activity as applicable, petty cash, payroll records, bank statements and reconciliations, deposit records, list of outstanding payables
- Evidence that of Special Education spending
- Fixed Asset/Inventory Listing
- Competitive Bid Policy
- Purchases Policy
- Signing authority
- Segregation of Duties
- Petty cash/credit card checkbook



## Authorizer Profile

Pillsbury United Communities (PUC) is proud of its historical roots and traditions of serving communities since 1897. PUC is an interconnected network of diverse neighborhood centers, innovative programs, and social enterprises that work with isolated and underestimated populations to increase choice, inspire change, and strengthen connections. PUC believes that the strength of communities can end the cycle of poverty. As such, PUC views education as the cornerstone to building the strength of communities.

The PUC-Office of Public Charter Schools (PUC-OPCS) has been a charter school authorizer since the 1990s, currently providing oversight to 15 chartered schools. Elementary to high schools, online schools, internship focused programs, and project-based learning models are all represented in the portfolio of the PUC-OPCS. As an Authorizer, PUC provides educational opportunities for approximately 7,300 students within Minnesota.

In support of the mission of PUC and the spirit of the charter school movement, the PUC-OPCS intentionally authorizes schools that reach out to those students and families whose educational needs have not fit in the traditional school mold. ***PUC-OPCS intentionally seeks schools increasing achievement with students at-risk of negative educational outcomes.***

The PUC-OPCS Academic and Social Achievement Vision, Mission, and Values are:

**Vision:** Pillsbury United Communities' chartered schools are committed to creating communities where students can excel academically and socially to realize their opportunities and potential for higher education, citizenship, self-sufficiency, and personal fulfillment.

**Mission:** To bring that vision into reality PUC chartered schools will:

- Offer bold and innovative educational strategies
- Provide an environment that promotes respect for all students and their individual identities
- Engage students in academic and authentic learning opportunities, service learning, and personal development

**Values:**

- We are motivated by the success of the people we serve
- We value open and honest communication
- We work in partnership, collaboration and participate in peer review
- We value diversity in all its forms
- We strive towards continuous improvement
- We value transparency
- We understand that fiscal responsibility is required
- We value quality board training and development

# Quality School Review Report: School Name

SCHOOL LOGO

**Authorizer: Pillsbury United Communities**

**Evaluators:**

Name of evaluators

## Executive Summary: School Name

### School Mission

School Name's mission is to ...

### School Vision

School Name's vision is to ...

### Summary

School Name received a XX-year contract from their previous QSR process (dates of previous contract).

## Student and Staff Report

Figure 1. Student and Staff Report

	School Year	School Year	School Year	School Year	School Year
<b>Enrollment (by grade)</b>					
PK					
K					
1 <sup>st</sup>					
2 <sup>nd</sup>					
(etc....) use applicable grades					
<b>Gender</b>					
Male					
Female					
<b>Ethnicity/Race</b>					
White					
Black					
Hispanic					
Asian					
Native American					
Immigrant (specify)					

<b>Specialized Populations</b>					
Student with IEPs					
English Language Learners					
Homeless / Highly Mobile Students					
Eligible for free and Reduced lunch					
# of in-school suspensions					
# of out-of-school suspensions					
# of students expelled					
Total # of teacher positions					
# of teachers returning to the school from the previous school year					
# of teacher hired due to growth in grade levels or enrollment					

## Accountability Data

Figure 2. Charter Contract Academic and Non-Academic Goal

<b>Charter Contract Goal</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Academic Goal #1	<input type="checkbox"/> Goal met	<input type="checkbox"/> Goal met	<input type="checkbox"/> Goal met	<input type="checkbox"/> Goal met	<input type="checkbox"/> Goal met

State goal here according to charter contract.	<input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>
Non-Academic Goal #1  State goal here according to charter contract.	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional info pivotal to this goal.</i>
Etc...	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional</i>	<input type="checkbox"/> Goal met  <input type="checkbox"/> Goal partially met  <input type="checkbox"/> Goal currently not met  <i>List source of information and any additional</i>

	<i>info pivotal to this goal.</i>	<i>info pivotal to this goal.</i>	<i>info pivotal to this goal.</i>	<i>info pivotal to this goal.</i>	<i>info pivotal to this goal.</i>
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Figure 3. Performance Framework

<b>Performance Framework</b>	201? – 201?	201? – 201?

## Summary of Findings

### Mission, Strategy, & Goals

Indicator	N	D	M	E	Sources
1. 124E.01 Subd 1: Purposes The school's goals, educational program, operations, etc., align with and support the fulfillment of the vision and mission statements.					
2. Authorizer Contract Demonstrates alignment with PUC vision and mission statement. Mission is well articulated with staff, board, parents.					

*N- No Evidence, D- Does Not Meet Expectations, M- Meets Expectations, E- Exceed Expectations*

#### School Mission

School Name's mission is to ...

#### School Vision

School Name's vision is to...

## Governance

Indicator	N	D	M	E	Sources
<b>3. 124E.14: Conflicts of Interest</b>  Each board member has a signed conflict of interest form on file at School and with Authorizer					
<b>4. 124E.07 Subd. 7: Board of Directors; Training</b>  Approved board annual training					
<b>5. 124E.07 Subd. 3(g): Board of Directors; Membership</b>  The Board should consist of at least five nonrelated members and include: (1) one licensed teacher employed at the school (2) one parent or legal guardian of a student enrolled (3) one interested community member who resides in MN and is not employed by the school.					
<b>6. 124E.07 Subd. 7: Board of Directors; Training</b>  The Board adequately recruits and trains new board members.					
<b>7. 124E.07 Subd. 6: Board of Directors; Duties</b>  The Board knows the general accountability expectations of the authorizer.					
<b>8. 124E.07 Subd. 6: Board of Directors; Duties</b>  The board understands the process and criteria for the authorizer to revoke or terminate the contract.					
<b>9. 124E.07 Subd. 8: Board of Directors; Meetings and Information</b>  The board follows the rules and protocols for its meetings and its activities as spelled out in its by-laws, state law, open meeting law, and in best practice.					

<p><b>10. 124E.12 Subd. 01: Employment; Teachers</b></p> <p>Documentation of valid teacher licenses to perform duties in school; or, teacher waivers are current for teachers teaching outside of licensure.</p>					
<p><b>11. 124E.12 Subd. 2: Employment; Administrators</b></p> <p>Board upholds development plans for persons holding administrative supervisory or instructional leadership roles.</p>					
<p><b>12. 124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Curriculum, finance, and operation decisions made at Board level.</p>					
<p><b>13. 124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Board actions demonstrate difference between governance and management.</p>					
<p><b>14. 124E.12 Subd. 01: Employment; Teachers</b></p> <p>Sufficient employee working agreements and/or contracts.</p>					
<p><b>15. Charter Contract</b></p> <p>Evidence of the following employment policies</p> <ul style="list-style-type: none"> <li>a. Personal leave</li> <li>b. Absence</li> <li>c. Family Medical Leave Act (FMLA)</li> <li>d. Medical leave</li> <li>e. Grievance</li> <li>f. Sexual Harassment</li> <li>g. Whistle Blower</li> <li>h. Equal Opportunity Employment</li> <li>i. Employee policy manual</li> </ul>					
<p><b>16. 124E.03 Subd. 6: Length of School Year</b></p> <p>School is compliant with the number of instruction hours contained in Minn. Stat. 120A.41.</p>					



<b>17. 124E – Website</b> a. Annual Report b. Board Minutes c. Board Information d. Authorizer Information e. Lottery Policy f. Financial information g. Open Meeting Post h. Student Bullying Policy i. Non-profit building corporation info j. Collaborative agreements with district					
<b>18. Background checks complete for all board members, employees, and volunteers.</b>					
<b>19. The Board approves and follows school’s leadership structure.</b>					
<b>20. Board conducts a self-evaluation.</b>					

*N- No Evidence, D- Does Not Meet Expectations, M- Meets Expectations, E- Exceed Expectations*

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#### INTERVENTIONS OVER TERM OF CONTRACT

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#### STRENGTHS

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#### OPPORTUNITIES FOR IMPROVEMENT

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#### RATIONALE FOR QSR DECISION

### Student Outcomes

Indicator	N	D	M	E	Sources
<p>21. 124E.01 Subd. 1: Purpose and Applicability; Purposes</p> <p>Encourages the use of different and innovative teaching methods.</p>					
<p>22. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>School has met the goals outlined in the performance framework over contract term.</p>					
<p>23. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>School has a plan for data driven decision making that is well articulated. Plan is implemented consistently throughout district.</p>					
<p>24. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Appropriate strategies are used for measuring progress toward goals throughout the academic year. Strategies demonstrate alignment with needs of student population.</p>					
<p>25. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Goals are clear, specific, measurable, attainable, results-based, reflective of the school's mission, and time-bound.</p>					
<p>26. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Student performance goals and indicators are known by all school staff and leadership.</p>					
<p>27. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Curriculum is aligned with MN State Standards</p>					
<p>28. <b>124E.07 Subd. 6: Board of Directors; Duties</b></p> <p>Clear curriculum map/program is used consistently across teachers and is aligned from grade to grade, and across grades.</p>					

29. <b>124E.07 Subd. 6: Board of Directors; Duties</b> Curriculum is evaluated and adjusted based on student performance.					
30. <b>124E.07 Subd. 6: Board of Directors; Duties</b> School culture supports and encourages high expectations for students.					
31. <b>124E.07 Subd. 6: Board of Directors; Duties</b> Curriculum is rigorous and allows opportunities for advanced/accelerated learning					
32. <b>124E.03 Subd 3: Applicable law; Pupils with a Disability</b> The school has a licensed special education director.					
33. <b>124E.03 Subd 3: Applicable law; Pupils with a Disability</b> The school has a knowledgeable staff member who serves as a 504/disability law compliance officer.					
34. <b>124E.03 Subd 3: Applicable law; Pupils with a Disability</b> Special education compliance issues are dealt with swiftly, confidentially, and appropriately.					
35. <b>124E.07 Subd. 6: Board of Directors; Duties</b> The school met the academic and non-academic performance requirements as set forth in the charter school contract.					

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### INTERVENTIONS OVER TERM OF CONTRACT

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### STRENGTHS

RATIONALE FOR QSR DECISION

Financial

Indicator	N	D	M	E	Sources
<b>36. 124E.01 Subd 1: Purpose and Applicability; Purposes</b> The budget is in alignment with vision and mission & educational program.					
<b>37. 124E.16 Subd. 1: Reports; Audit Report</b> An auditing firm been retained to do the audit for the most recent year. Who?					
<b>38. 124E.16 Subd. 1: Reports; Audit Report</b> School audit was either clean, or fixed findings in subsequent fiscal years.					
<b>39. 124E.16 Subd. 1: Reports; Audit Report</b> Audits are submitted to commissioner and authorizer no later than December 31. Any findings from the most recent audit have been addressed.					
<b>40. 124E.07 Subd. 6: Board of Directors; Duties</b> School has current insurance on file at school and with authorizer. Insurance coverage is adequate including risk management for the director and officers of the board.					
<b>41. Financial practices are strategic and regularly reviewed by the board.</b>					
<b>42. Appropriate policies are in place to ensure proper use of funds (e.g., internal controls)</b>					
<b>43. Develops and follows an annual budget.</b>					

44. <b>Generates and adheres to an annual fund balance goal.</b>					
45. <b>School is not and has not been in statutory operating debt.</b>					
46. <b>Manages cash flow, has access to credit line, and utilizes credit as necessary.</b>					
47. <b>Develops sound student enrollment estimates for the upcoming school year.</b>					
48. <b>School is UFARSS compliant.</b>					
49. <b>School has a competitive bidding and purchasing policy in place.</b>					
50. <b>Actively solicits and receives gifts and donations. Accounts for gifts and donations properly.</b>					
51. <b>Consistently implemented a balanced budget over the contract term.</b>					
52. <b>School has minimum enrollment needed for solvency.</b>					
53. <b>Lease has been entered into with a non-profit corporation (under 317A) or a cooperative (under Chapter 308A). The lease cost is reasonable under current market value.</b>					

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### INTERVENTIONS OVER TERM OF CONTRACT

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### STRENGTHS

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### OPPORTUNITIES FOR IMPROVEMENT

## Operations and Leadership

Indicator	N	D	M	E	Sources
<b>54. Contract</b> The school submits data submissions, compliance reports etc. on time					
<b>55. 124E.16 Subd. 2: Annual Public Reports</b> School will produced an Annual Report each year.					
<b>56. 124E.11: Admission Requirements and Enrollment</b> The school has adequate policy and procedures for admissions, including lotteries, student waiting list, withdrawals, and transfers.					
<b>57. 124E.07 Subd. 6: Board of Directors; Duties</b> Policy for student discipline, suspension, or expulsion that provides due process rights under the Minnesota Pupil Fair Dismissal act.					
<b>58. 124E.11: Admission Requirements and Enrollment</b> The school markets to a diverse audience within its geographic location.					
<b>59. 124E.12: Employment</b> There is a timeline in place for contract renewals and approvals					
<b>60. 124E.12: Employment</b> There are job descriptions in place for all staff, including director					
<b>61. 124E.07 Subd. 6: Board of Directors; Duties</b>					

The school has a transparent evaluation process in place for staff reviews, including Director.					
<b>62. 124E.07 Subd. 6: Board of Directors; Duties</b>  School leadership has clearly articulated roles and responsibilities. Board, School Director has a clear delineation of roles and responsibilities.					
<b>63. 124E.12: Employment</b>  The school allows for and/or provides regular staff development opportunities. The opportunities are clearly planned out and thoughtful.					
<b>64. 124E.03 Subd 3: Applicable law; Pupils with a Disability</b>  Adequate support staff are in place to meet special needs of students, including a licensed special education teacher					
<b>65. 124E.03 Subd 3: Applicable law; Pupils with a Disability</b>  The school has child find process to address needs for adaptations or special education assessments and staffing.					
<b>66. 124E.03 Subd 3: Applicable law; Pupils with a Disability</b>  School is in compliance with the requirements of the American with Disabilities Act (ADA).					
<b>67. 124E.15: Transportation</b>  The school has a transportation policy, including for field trips.					
<b>68. 124E.15: Transportation</b>  The school has a transportation agreement with the resident district and/ or other arrangements in place to provide transportation for students.					
<b>69. 124E.13 Subd. 1: Facilities; Leased Space</b>  Facility meets zoning, building codes and occupancy requirements. Facility is appropriate and the usage plan supports school's education program model.					
<b>70. Minnesota Statutes, section 124E.03 Subd 2: Applicable law; General federal, state, and local requirements</b>					

A charter school shall meet all federal, state, and local health and safety requirements applicable to school districts. E.g. High quality food service program is in place and statutorily compliant.					
71. Utilizes staff automated reporting (STAR) & Minnesota automated reporting student system (MARRS) or another process to identify students & staff.					
72. <b>Emergency preparedness plan consistent with the resident district plan and compliant with the state and local regulations is in place.</b>					
73. <b>Legal counsel available and utilized.</b>					
74. <b>School takes appropriate safety precautions with students using the internet (e.g., cyber-bullying, access to appropriate sites, giving out information)</b>					
75. <b>Students have frequent access to technology to enhance their learning. Technology is integrated into instruction and student work.</b>					

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#### INTERVENTIONS OVER TERM OF CONTRACT

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#### STRENGTHS

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#### OPPORTUNITIES FOR IMPROVEMENT

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#### RATIONALE FOR QSR DECISION

#### Authorizer – School Connections

Connection Point	Met/ Not Met	Sources



<b>Site Visits</b>		
<b>Board Meeting Observations</b>		
<b>Peer Review Participation</b>		
<b>Directors Meetings Participation</b>		
<b>Authorizer Interventions</b>		

## Renewal Recommendations

Pillsbury United Communities recommends School Name for a XX (X) year contract renewal.

## Attachments