

OFFICE OF PUBLIC CHARTER SCHOOLS

STRIDE ACADEMY CHARTER SCHOOL CONTRACT

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CHARTER SCHOOL CONTRACT

Between

Pillsbury United Communities

and

Stride Academy

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:

- o Increase learning opportunities for all pupils;
- o Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;
- o 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. <u>Certain Definitions</u>. 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. <u>Captions</u>. 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. <u>Gender and Number</u>. 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. <u>Exhibits.</u> 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. <u>Voluntary Authorization</u>. 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. <u>Independent Status of the School.</u> 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. <u>Financial Obligations Are Separate</u>. 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. <u>No Authority To Obligate or Bind Other Party.</u> 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. <u>Limited Use of "PUC" Name</u>. 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. <u>Oversight Responsibilities of PUC</u>. 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. <u>Authorizer Fee.</u> 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. <u>Limitation on Actions</u>. 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 50l(c) (3) status including observation of applicable conflict of interest requirements.

Section 4.2. <u>Other Permitted Activities</u>. 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. <u>Assumption of Liability</u>. 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. <u>Nonprofit Status</u>. 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. <u>Articles of Incorporation</u>. 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. <u>Bylaws</u>. 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. <u>Governance Structure</u>. 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. <u>School Board Meetings</u>. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.

Section 6.3. <u>Exhibits</u>. 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) <u>Educational Programs: In-School Time</u>. 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
- [x] Approved Grades [K] [8]; Operational Grades Served [K] [8]

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

Section 6.7. <u>Methods of Student Assessment</u>. 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) <u>Academic Measures</u> PUC will monitor student academic performance and the academic culture at the school.
 - 1. <u>Regular Assessments</u>. PUC will monitor academic achievement by reviewing student performance data.
 - 2. <u>Government Required Assessments</u>. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
 - 3. <u>Nationally Normed Referenced Assessments & School-Level Assessments</u>. 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. <u>Assessment and Test Results</u>. 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. <u>Pillsbury United Communities Annual Required Meetings</u>. 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. <u>Professional Development.</u> 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) <u>Site Visits.</u> PUC may engage in scheduled and unscheduled site-visits in the course of the a cademic 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. <u>School Initiated</u>. 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. <u>PUC Initiated</u>. 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) <u>Notice to School Leader and/or Board Chair</u>. 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) <u>Notice to School Board of Charter Revocation/Termination</u>. PUC initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. <u>School Calendar and School Day Schedule</u>. 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 1st of the number of instructional days and hours for that school year.

Section 6.9. Finance, Reporting and Compliance.

(a) <u>To PUC</u>. 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) <u>To Department of Education</u>. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. <u>Accounting Standards</u>. 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. <u>Annual Financial Statement Audit</u>. 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 I23B.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. <u>UFARS and MARSS</u>. 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. <u>Contributions and Fund Raising</u>. 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. <u>Annual Reports</u>. 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. <u>Authorization of Employment</u>. 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 a pplicable. 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. <u>Collective Bargaining Agreements</u>. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. <u>Transportation</u>. 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. <u>Notification of Claim</u>. 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. <u>Expenses</u>. 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. <u>Board Data</u>. 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) <u>Teacher Licensure</u>. 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) <u>Other Reporting</u>. 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. <u>Cooperation and Third Parties</u>. 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. <u>Tuition Prohibited</u>. 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. <u>Establishment of Religion Prohibited</u>. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

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

Section 7.4. <u>Open Admissions</u>. 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. <u>State Laws.</u> 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.
 - <u>Compliance</u>. 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. <u>Special Education Director</u>. 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. <u>Systems & Services</u>. 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. <u>Financial Parameters</u>. 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) <u>Health and Safety</u>. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.
- (c) <u>Immunization</u>. The School shall comply with the Minnesota Statutes section 121A.I5, 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) <u>Human Rights Act.</u> 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) <u>Student Discipline and Dismissal</u>. 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) <u>Fee Law</u>. 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. <u>Federal Laws</u>. 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. <u>Intellectual Property</u>. 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. <u>Student Records</u>. The School shall comply with Applicable Law regarding the management and transfer of student records.

ARTICLE IX

AMENDMENT

Section 9.1. <u>Amendments.</u> 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. <u>Change in Existing Law</u>. 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. <u>Grounds for Revocation/Termination or Nonrenewal</u>. 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. <u>Other Grounds for Revocation/Termination or Nonrenewal</u>. 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. <u>Procedures for Revoking/Terminating or Not Renewing Contract.</u> PUC's process for revoking/terminating or not renewing the Contract is as follows:

- a) <u>Notice of Intent to Revoke/Terminate or Not Renew</u>. 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) <u>School Board's Response</u>. 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. If 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) <u>Informal Hearing</u>. 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) <u>Plan of Correction</u>. 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) <u>Withdrawal of Notice of Revocation/Termination or Nonrenewal</u>. 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) <u>Effective Date of Revocation/Termination or Nonrenewal</u>. 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 d at e for revocation/termination or non renewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. <u>Dissolution</u>. 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. <u>Distribution of Property Upon Termination of Contract</u>. 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. <u>Property Owned by School</u>. 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. <u>Property Owned by School Employees</u>. 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.
 - <u>Considerations Determining Renewal</u>. 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. <u>Considerations Warranting Nonrenewal</u>. 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 deficiencies in any of the financial, operational, governance or legal compliance or legal compl
- 3. <u>Probationary Renewal</u>. 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. <u>Application</u>. By November 15th 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) <u>School Performance</u>. 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) <u>Proposed Goals</u>. A proposal for goals for the following contract period, and (3) <u>Other Information</u>. 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) <u>Transfer to a Different Authorizer</u>. 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. <u>Insurance</u>. 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. <u>School Lease</u>. 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. <u>Occupancy and Safety Certificates</u>. 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. <u>Legal Liabilities</u>. 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. <u>Indemnification of PUC & Commissioner</u>. 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. <u>Term of Contract</u>. This Contract shall be effective on the date (July 1, 2018) 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, 2021, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. <u>Notices</u>. 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:

Stride Academy

3241 Oakham Lane

St. Cloud, MN 56301

Section 12.3. <u>Severability</u>. 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. <u>Successors</u>. 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. <u>Entire Contract.</u> 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. <u>Assignment.</u> This Contract is not assignable by either the School or PUC.

Section 12.7. <u>Non-Waiver</u>. 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 <u>Governing Law</u>. 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. <u>Counterparts</u>. 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. <u>Construction</u>. 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. <u>Force Majeure.</u> 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. <u>No Third Party Rights</u>. 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. <u>Non-agency.</u> School is not an agent of PUC and PUC is not an agent of the School.

Section 12.14. <u>Termination of Responsibilities</u>. 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. <u>Survival of Provisions</u>. 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: 6/30/2018

PILLSBURY UNITED COMMUNITIES

Βv Adair Mosley

Its: President and 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 6/28/18 Title:

Sara Fromm Poginy

Board Chair

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

DATE: 6/30/2020

PILLSBURY UNITED COMMUNITIES

Bv Adair Mosley

Its: President and 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.

B

Sara Fromm Title: Stride Academy Board Chair

Exhibit A: DESCRIPTION OF EDUCATIONAL PROGRAM

The mission of Stride Academy is to nurture individuals while fostering leadership and empowering students to attain their highest potential in a family-centered environment.

The vision of Stride Academy is to be a public charter school that is highly regarded for its approach to the whole child, for its academic excellence, and for its contribution in actively serving and improving the community.

Stride values effective community collaboration, an increased feeling of physical, social, and emotional wellbeing among students, and positive and culturally responsive practices that increase school connectedness.

Stride aims to teach students effective critical thinking skills, in addition to compassionate responses, and high emotional intelligence in order to foster successful leaders of today and of the future.

Stride Academy's educational program addresses the needs of its students through formative and summative assessments, differentiated instruction, English Language Learner strategies, bilingual teachers and paraprofessionals, and best practice instructional strategies including, Data-Driven Instruction and the Barton Method which is an Orton-Gilingham approach with a multisensory component used for reading remediation.

The education levels at Stride Academy range from new to country and never having attended a formal school to students who were born in the United States and are at grade level.

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

Goal 1: State Accountability Tests (MCA)

Sub Goal 1.1 Proficiency: Math

- a) The School's Math proficiency data for the 2017-2018 school year will form the baseline data for the following goals.
- b) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Math for all students.
- c) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Math for English Learner (EL) Students.
- d) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Math for Black/African American Students.
- e) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Math for Students who are receiving Special Education services.
- f) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Math for Students eligible to receive Free and Reduced Priced Lunch.
- g) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Math for Hispanic/Latino Students.

Sub Goal 1.2 Proficiency: Reading

- a) The School's Reading proficiency data for the 2017-2018 school year will form the baseline data for the following goals.
- b) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Reading for all students.
- c) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Reading for English Learner (EL) Students.

- d) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Reading for Black/African American Students.
- e) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Reading for Students who are receiving Special Education services.
- f) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Reading for Students eligible to receive Free and Reduced Priced Lunch.
- g) At the conclusion of each school year identified in the Contract, the School's proficiency rates will make progress from the baseline towards meeting or exceeding the State proficiency rate in Reading for Hispanic/Latino Students.

Goal 2: Nationally Normed Assessment

- The School will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress, in both Reading and Math, in all grades K through 6 in both the fall and spring of each year of the Contract.
- At least 95% of students enrolled at STRIDE during the school year in grades K through 6 will take the both reading and math NWEA MAP assessment in both the fall and spring.
- At least 95% of all English-Learners will take both the reading and math assessment in both the fall and spring.
- At least 95% of all students qualifying for Free or reduced priced lunch will take both the reading and math assessment in both the fall and spring.
- The School will provide the results with supporting NWEA reports to Pillsbury United Communities at the conclusion of the spring testing season.

Sub-Goal 2.1:

At least 55% of all students in grades K-6 who score below the 51st percentile on the fall MAP Assessment in math and reading, will demonstrate average to above average RIT Growth on the spring MAP Assessment for math and reading as determined by NWEA'S Growth Report.

Grade	Reading	Math
ĸ	17 1	19 1
1	16.8	1Q /
2	14.0	15 2

2	10.2	12 0
4	78	11.6
5	6 1	99
6	18	77

Sub-Goal 2.2: World's Best Workforce Charter Contract Target: All third-graders can read at grade level.

- a) At least 55% of third-graders taking the spring assessment will be on-track to at least meet targeted RIT growth for the school-year.
- b) At least 50% of third-grade students will be in at least the 61st percentile in reading in the spring assessment.

Sub-Goal 2.3: World's Best Workforce Charter Contract Target: All racial and economic achievement gaps between students are closed.

- a) In the spring assessment: The average Conditional Growth Index for the School's English-Learner subgroup and the students qualifying for free/reduced priced lunch subgroup will each be greater than 0 in each reading and math.
- b) In the spring assessment: At least 50% of the English Learners taking the assessment will be on-track to at least meet targeted RIT reading growth for the school year.

Sub-Goal 2.4: Data-Driven Instruction

a) The school will continue to implement Data Driven Instruction (DDI) interim assessments on a quarterly basis in all grades. Stride will review these assessments no later than 72 hours after they occur, barring unforeseen circumstance. The dates of these assessments will be reported annually to authorizer.

Goal 3: Non-Academic Goals

- a) Attendance: The School will maintain at least a 95% student attendance rate.
- b) Community Satisfaction: least 85% each of all parents and of all staff returning the annual survey will indicate overall satisfaction with the School.

- c) Professional Development: At least 95% of all staff shall receive professional development each year, as demonstrated by School records. At least one all staff training will pertain to equity minded instruction, culturally competent teaching, cultural relevancy, or other related topics, as demonstrated by School records.
- d) Succession Plan: By the end of the first year of the contract, the school will have a succession plan in place for its Executive Director. By the end of the second year of the contract, the school will have a succession plan in place for board members.
- e) Fiscal: For each year of the contract, the School will make progress toward achieving a fund balance of 20-25%.
 For each year of the contract, the School will also receive the Minnesota Department of Education Finance Award.

Governance: The school board will continue to take part in mandatory and optional trainings. In particular, the school board is embarking on a strategic planning process that will inform and set the framework for the next five years. The School will inform the authorizer with any proposed changes to the identity of the school or the practices used.

Exhibit D: ADMISSIONS POLICY AND PROCEDURES

Adopted: ______ Revised: <u>August 23, 2018</u>

STRIDE ACADEMY 715 ENROLLMENT AND ADMISSIONS

I. PURPOSE

Academy establishes the following Enrollment and Admissions and Lottery Policy

II. GENERAL STATEMENT OF POLICY

Admission to STRIDE Academy is open to all students, without regard to ability, race, religion, or any other factors, other than the capacity of the program, class, grade level, or building. A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. — Charter Schools, Minn. Stat. § 124D.10 (2012)

III. APPLICATION PROCEDURES

- STRIDE Academy's open enrollment period for the upcoming school year will end on December 15th of the current fiscal year for interested students of the upcoming school year.
- The Lottery for the upcoming school year will occur on the fourth Tuesday of January of the current fiscal year.
- All enrollment forms received after December 15th of the current fiscal year will be time stamped and students will be added to the waiting list after the lottery and in order of time submitted.
- During the current school year all interested students can submit an application at any time.
- New student applications must be completed and include: a completed application. This is required of both sibling and non-sibling applicants.
- Application Processing: Each enrollment application received is date-stamped and also either time-stamped or sequentially stamped by number designating the order in which applications were received for each such date.
- 7. Applications received after the open enrollment period expires are automatically

admitted as long as there is available enrollment as established by the Board in the applicable grade, in the order received. If, or once, there is no available enrollment in any grade, applications are added to the applicable waiting list for each such grade, in the order received.

 Notice to Currently Admitted Students & Staff employed at the School: Prior to the end of the open enrollment period, the school provides notice of the open enrollment period to parents and staff so sibling of currently admitted students and children of staff may submit a timely application.

Upon consideration of the number of currently-enrolled students at STRIDE Academy, who are each by law provided enrollment preference, the Board of STRIDE Academy establishes the following available enrollment/seats in each grade:

AVAILABLE ENROLLMENT BY GRADE FOR SCHOOL YEAR 2018-2019		
Grade	Available Enrollment/Seats Per	Number of classrooms based on current
	Classroom	school year. *Will be revisited as
		acknowledged in number 2 below.
K	20	3
1	20	2
2	22	3
3	24	3
4	24	2
5	24	2
6	24	2
7		
8		

 After the lottery and before the end of the school year the enrollment will be revisited and determined in the following manner: Grade level and class size limits as determined by the Board of Directors & the number by which the Board has approved over-enrolling a grade level in anticipation of changes prior to the actual start of the school year.

IV. GENERAL ADMISSION PROCEDURES

 All applications received during the open enrollment period are automatically accepted for enrollment (i.e. admitted) unless more applications are received than the available enrollment established by the Board for the applicable grade(s) are placed in the lottery; however, siblings of currently admitted students (including foster siblings) and children of staff employed in school have preference.

- Order of Admission: Sibling of already admitted students, then children of staff employed at the school, then general admission.
- Siblings, including foster siblings, of enrolled students, who submitted a timely application have preference over other students on the waitlist, who submitted a timely application.
- No waiting list carry over from year to year: Each waiting list is subject to a lottery and redrawn during each admission process each year.
- Multiple births (twins, triplets, etc.): Each student seeking admission completes an application (i.e. not one application for the family). In a lottery situation, each student receives an individual number/lot in the lottery.
- 6. Siblings of Admitted Students: Siblings, including foster siblings, who submit an application before the expiration of the open enrollment period, of currently admitted students are automatically admitted unless the number of sibling applications exceeds the available enrollment established by the Board for the applicable grade(s). If the number of sibling applications exceeds available enrollment in any grade, a sibling lottery is held for each such grade. Siblings are admitted to the school in the order in which they are drawn in the lottery. If all available enrollments in a grade are filled by siblings, the sibling lottery continues and establishes the sibling waiting list, which has preference over both the teacher-children waiting list and general waiting list.
- 7. Children of Staff Employed at STRIDE Academy: Children of Staff employed at the school who submit an application before the expiration of the open enrollment period, are automatically admitted provided that all siblings (of already admitted students) who submitted a timely application are admitted, and provided there is available enrollment as determined by the Board for the applicable grade(s). If the number of children of Staff exceeds the available enrollment established by the Board for any grade (and after all siblings (of admitted students) who submitted a timely application are admitted), a teacher-children lottery is held. Children of Staff are admitted to the school in the order in which they are drawn in the lottery. If all available enrollments in a grade are filled by children of Staff, the staff-children lottery continues to establish the teacher-children waiting list for each such grade.

V. LOTTERY PROCEDURES

STRIDE will hold up to three lotteries per grade, K-6, beginning with Grade six based on timely applications* received:

- 1. STRIDE sibling-applicant lottery;
- STRIDE staff-child lottery;

3. General applicant lottery.

A lottery only needs to be held if the number of applicants exceeds the capacity of the grade level. STRIDE's lotteries will be conducted using an electronic randomizing process (Microsoft Excel) for each of the grade-levels containing on-time applications. The electronically randomized lists will become the waiting list for each grade, with the randomized list of siblings for a given grade being placed in the first places on the waiting lists, the randomized list of staff-children being placed immediately following the sibling applicants, and the randomized list of general applicants being placed immediately following the staff-children applicants. A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. — Charter Schools, Minn. Stat. § 124E.11

All applications for each such grade(s) (excluding applications from siblings of already admitted students and excluding applications from children of Staff employed at the school) received before the expiration of the open enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are drawn in the lottery, as long as there is available enrollment as determined by the Board for the applicable grade(s). If all available enrollments in any grade are filled, the lottery continues and establishes the general waiting list for each such grade in the order drawn, until all applications are drawn. If a student is admitted through the general lottery and that student has one or more siblings in other grades also subject to a lottery, those siblings are automatically admitted as long as available enrollment as determined by the Board remains in the applicable grade(s).

- Lottery Grade Order: Applicable lotteries occur from highest grade to lowest grade. For example, if a lottery is required in grades K and 3, the grade 3 lottery is conducted first, followed by the K lottery.
- 3. The School conducts all lotteries through a method of random selection.

VI. STUDENT RECRUITMENT

- STRIDE Academy shall vigorously market itself before and during the enrollment period to recruit students to meet its enrollment goals as set by the board of directors.
- In accordance with a marketing strategy, STRIDE Academy may use the specific measures, such as: Posting flyers and notices in local newspapers and/or blogs and online newspapers; Posting the admissions policy and application (available for download) on the school's website; utilizing local radio advertisement.

VII. KINDERGARTEN AND FIRST GRADE ADMISSIONS

- STRIDE Academy does not accept applications for kindergarten students who are not age five on or before September 1st of the calendar year in which the school year for which the student seeks admission commences.
- STRIDE Academy does not accept applications for first grade students who are not age six on September 1st of the calendar year in which the school year for which the pupils seeks admission commences or has completed kindergarten.

Legal References: Minn. Stat. §124E.11 (Admission Requirements And Enrollment)

Minn. Stat. §§123B.36-.37 (Authorized Fees; Prohibited Fees)

Exhibit E: GOVERNANCE, MANAGEMENT AND ADMINISTRATION PLAN

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

Stride Academy shall abide by all applicable federal laws, statutes and regulations.

Stride Academy 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.

Stride Academy 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 Stride Academy 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 Stride Academy Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.

The Stride Academy Board of Directors delegates the day-to-day management of the School to the administrator(s) who is/are hired and supervised by the Stride Academy Board of Directors. The Stride Academy 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 Stride Academy 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 Stride Academy as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.

The Stride Academy 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.

Stride Academy Board of Directors may discharge teachers and non-licensed employees.

Stride Academy 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 Stride Academy shall pursue all financial resources available to Schools to provide special education services.

The Stride Academy 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.

Stride Academy 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

Stride Academy Board of Directors is trained in financial oversight.

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

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

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

Stride Academy 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.

Stride Academy 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.

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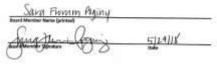
Exhibit G: STATEMENT OF ASSURANCES SIGNED BY ALL BOARD MEMBERS

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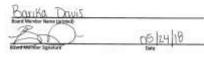
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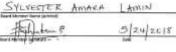


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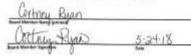
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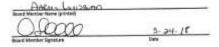






Exhibit H: CHARTER SCHOOL CLOSURE PROCESS

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

Name of School:		
Date - Notice of Charter Revocation:	ısible	ed and s
Date – Charter Revocation:	Respoi	Completed
Current Date:	Person Responsible	Date Completed and Comments
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Establish ad hoc School Board Committee for dissolution		
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:		
Contact MDE – Charter Center Immediately		
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:		
Reserve Funds		
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:

Notification to Parents / Guardians	
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:	
 date of the last day of regular instruction; cancellation of any planned summer school; 	
 notice to parents that enrollment of children in their district of residence or other 	
school is mandatory under state law; and	
 describe the process to obtain student records to transfer appropriately. 	
Provide PUC with a copy of the notice.	
Other:	
Final Report Cards and Student Records Notice	
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.	
* The notice must advise the parent/guardian of who to inform after the parent/ guardian decides where to enroll the student.	
* 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.	
Provide PUC with a copy of the notice.	
Other:	
Transfer of Student Records and Testing Material	
No later than 10 days after the CHARTER REVOCATION date has been set, send student records to the students' resident school district, including:	
* Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;	
* student health / immunization records;	
* attendance records; and	

* all other student records.	
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.	
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.	
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.	
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.	
Other:	
Notification of School Districts	
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.	
* If applicable, notification regarding cessation of food and transportation services should be provided.	
Provide PUC with a copy of the notice.	
Other:	
Notification to Funding Sources /Charitable Partners	
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.	
* The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from	

charitable partners as long as the charity is aware of the School's closure / restructuring status.	
* Any sub-leases within the premises of the School should be notified as soon as possible or after CHARTER REVOCATION, whichever is appropriate.	
Other:	
Notification to Contractors and Termination of Contracts	
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.	
* 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.	
* Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims.	
Provide PUC with a copy of such notice.	
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.	
* Telephone, gas, electric, water, insurance (premises and E&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.	
Other:	
Notification to Employees and Benefit Providers	
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:	
* health care / health insurance;	
* life insurance;	

* dental plans; * eyeglass plans; * cafeteria plans; * 401(k), retirement plans; * pension plans; * TRA; and * PERA 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. Other: Notification to Food and Transportation Services and Cancellation of Contracts 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: **Notification to Authorizer Regarding Lawsuits** 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. 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. Other: List of Creditors and Debtors; UCC Search Within twenty (20) days after the notice of CHARTER REVOCATION, formulate list of creditors and

* This list is not the same as the contractor list, above, but may include contractors, which should be listed.		
* 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.		
* 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.		
* 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.		
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.		
Other:		
Notification to Creditors		
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. Other:		
Notification to Debtors		
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.		
Other:		

School Dissolution Plan and Action

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.		
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.		
* Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION.		
* 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).		
* Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (<i>See</i> Liquidation of Assets, below.)		
* 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.		
* Cancellation of corporate credit cards and lines of credit.		
* 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.		
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).		
Other:		
Protection of Assets; Insurance		
The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.		
* Existing insurance coverage should be maintained on the assets until the disposal of such assets, in accordance with the Dissolution Plan.		

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

it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance.	
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.	
Other:	
E&O Insurance	
Maintain existing directors and officers liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.	
Other:	
Interim Financial Statements	
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:	
* all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the school	
outstanding, including principal and accrued interest, as of the date of the interim report; and	
* 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	
* all income generated through sale or auction of assets and any other change in status of assets.	
The School will prepare and submit such statements to PUC at 30 day intervals until the final statement (below) is prepared and submitted.	
Other:	
Final Financial Statement	

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:	
* 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	
* each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and	
* statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and	
* each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.	
* 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.	
* This statement is in addition to the final Financial Audit (below).	
Other:	
Financial Audit	
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:	
Closeout of State and Federal Grants	
State, federal and other grants must be closed out, (See Contact MDE section above) including:	
* notification to the grant entity of the School closure; and	
* filing of any required expenditure reports or receipts and any required program reports.	
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.	
Other:	

IRS Status; Reports	
The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:	
* notification to IRS regarding any address change of the School Corporation; and	
* filing of required tax returns or reports (e.g., IRS form 990 and Schedule A).	
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.	
Other:	
Corporate Records	
In all cases, the School Board shall maintain all corporate records related to:	
* Loans, bonds, mortgages and other financing;	
* Contracts;	
* Leases;	
* Assets and asset sales;	
* Grants records relating to federal grants must be kept in accordance with 34 CFR 8042.	
* Governance (Minutes, by-laws, policies);	
* Employees (background checks, personnel files);	
* Accounting/audit, taxes and tax status, etc.;	
* Personnel,	
* Employee benefit programs and benefits; and	
* Student summary test data files	
* Any items listed in this Closure Plan.	
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.	
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:	
Dissolution	
If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:	
* a complete statement of all assets, their location and an estimate of their value; and	
* a statement of the ascertainable debts of the education corporation.	
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.	
Copies of all legal documentation related to dissolution should be sent to PUC.	
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.	
Other:	
Final Distribution of Assets	

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.	
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.	
* 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.	
* 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.	
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) <u>Required Terms of Service Contract</u>. 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.
 - I) 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) <u>Budget.</u> 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) <u>Financial Statements.</u> 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) <u>Annual Audit.</u> 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) <u>Reporting of Loans and Investments</u>. 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

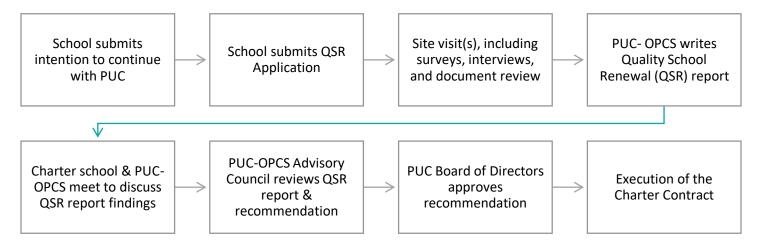
Purpose of Quality School Review

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:

Requirement	Method of Evaluation
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.

QSR - CONTRACT RENEWAL APPLICATION

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

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 Stride Academy 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

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				
Enrollment (by grade)					
РК					
К					
1 st					
2 nd					

(etc) use applicable grades			
Gender			
Male			
Female			
Ethnicity/Race			
White			
Black			
Hispanic			
Asian			
Native American			
Immigrant (specify)			
Specialized Populations			
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
Vision	
Higher Education	
Citizenship	
Self-sufficiency	
Personal Fulfillment	
Mission	
Innovative Education Strategies	
Promotion of Respect	

Engage students	
Service Learning	
Personal Development	
Values	
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.
- 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.

Charter Contract	Year 1	Year 2	Year 3	Year 4	Year 5
Goal					

Academic Goal #1	Goal met				
State goal here	Goal partially met	□ Goal partially met	□ Goal partially met	□ Goal partially met	Goal partially met
according to charter contract.	□ Goal currently not met				
	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.
Non-Academic Goal #1	Goal met	🗆 Goal met	🗆 Goal met	Goal met	Goal met
	☐ Goal partially met	□ Goal partially met	□ Goal partially met	☐ Goal partially met	Goal partially met
State goal here according to charter contract.	□ Goal currently not met				
	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.	List source of information and any additional info pivotal to this goal.
Etc	Goal met	🗆 Goal met	🗆 Goal met	Goal met	Goal met
	☐ Goal partially met	□ Goal partially met	□ Goal partially met	☐ Goal partially met	☐ Goal partially met
	□ Goal currently not met				

		List source of	List source of
tion and information	and information an	d information and	information and
itional any additior	nal any additional	any additional	any additional
info pivotal	to info pivotal to	info pivotal to	info pivotal to
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<i>i</i>	itional any addition otal to info pivotal	itional any additional any additional otal to info pivotal to info pivotal to	itional any additional any additional any additional otal to info pivotal to info pivotal to

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

- 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.
- I. 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:

<u>Data Review</u> – 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.

<u>Site Visits</u> – 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.

<u>Board Observations</u> – 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.

<u>Meetings-</u> 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.

<u>Performance Evaluations</u> – 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.

<u>Significant Programmatic Changes</u> – 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.

<u>Comprehensive Evaluations</u> – 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.

bserver:	School:	Date: Visit Start Tin	ne: Visit End T	me:
	Yes (Y) – Clear evidence exists F	Partial (P) – Some evidence <u>exists</u> and improvement is needed	d No (N) – No evide	ence exists
Critical Measures	Indica	tors of Compliance and Best Practice	Evidence: Y, P, or N	Comments
	First Impressions			
_	School name and directional signage	are clearly visible and in good condition		
	School grounds are clean and well-m	aintained		
	School entrance is well-maintained a	and welcoming		1
	Reception staff is friendly and helpfu	I towards guests, staff and students		
X	School maintains a log of all visitors			
x	Visitors are required to sign in and w	ear a name badge		
	Shared open spaces (hallways, gym,	cafeteria, bathrooms, etc.) are clean and clear of clutter		
	Learning Environment			
	Classrooms are clean and conducive			
	Teachers are well-prepared and lear			
	Students appear engaged in their lea			
	Teachers employ positive and effect	ive 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 liter	acy across the curriculum		
	School has a plan to prepare student Assessments	ts to meet or exceed standards on the Minnesota Comprehens	sive	
x	School has designated an Assessmer examination administration	it Coordinator and process for ensuring compliance with state		Name of DAC:
	student performance	n for standardized interim assessments, and utilizes data to im	prove	
	Conduct 2 random classroom observ *See attached classroom observatio			Observation forms attached
	Health and Safety			
X	There is secure access to the building	g		
	Staff wear identification badges at a			
x	Classrooms and shared spaces have	evacuation plans posted		
X	School has had a recent facility inspe	ection by the local fire department		Date of inspection:

x	School has crisis management team for current school year			
x	School complies with MS 144.29 Health Records; Children of School Age		Employee re	-
×	School complies with MS 121A.15 Health Standards; Immunizations; School Children		Employee re	· ·
^	School complies with MS 121A.22 Administration of Drugs and Medicine		Employee re	sponsible
	School contracts with a licensed school nurse or organization to oversee student health services			
	Special Populations			
X X	School approved to provide Title 1 Programs 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			
Х	School sent written notice to parents of Special Education students who have been taught by a teacher			
x	who is unlicensed for more than 20 days			
	School has designated coordinator for Special Education program		Employee re	-
x	School has designated coordinator for English Learner program		Employee re	sponsible
	School is mindful of the caseload of each Special Education and English Learner teacher		SPED Avg.: EL Avg.:	
Х	School has a Total Special Education System (TSES) plan and adheres to their defined Child Find process		227.181	
Х	School trains employees on provisions pertaining to IDEA, special education laws and school's TSES plan,			
x	including Child Find 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			
х	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			Name of SPI	D disasta
~	School contracts with a special education director The school's enrollment of students with disabilities is in line with that of the local school district.		% at local c	
			% at school	
	School retains its students with IEPs and 504 plans		% students	that
x	School holds Special Education Advisory Committee (SEAC) meetings		remain yea	r over ye
x	School has a process to ensure that student accommodations are consistent with ADA plans			
Х	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			
Х	School hires, or is actively seeking to hire, related service providers as required			
	Documents and Processes		Boyiow Bol	icios/Sta
	School adheres to their human resources policies and procedures		Review Pol	icies/sta
			Handbook	
х	All staff and volunteers have completed criminal background checks per state law and school policy		Handbook	
Х	Faculty has current job descriptions delineating roles, responsibilities and qualifications		Handbook	
	Faculty has current job descriptions delineating roles, responsibilities and qualifications School only employs and contracts with teachers, as defined by MN Statute 122A.15, <u>Subd. 1</u> , who hold		Handbook	
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X X X X X X X X X X X	Faculty has current job descriptions delineating roles, responsibilities and qualificationsSchool only employs and contracts with teachers, as defined by MN Statute 122A.15, Subd. 1, who holdvalid teaching licenses issued by the State to perform the particular service for which they are employed atthe school. If necessary, the school can employ persons to teach on an approved variance from a teachinglicense under MN Statute 122A Licensure section.Faculty performance observations and evaluations are conducted according to establishedpolicy/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.School complies with state and federal laws pertaining to data collection, storage, and distributionSchool has a data retention planStudent academic records are filed in a separate locked cabinetStudent/Employee legal records are filed in a separate locked cabinetOnly designated school employees have access to files containing student/employee recordsSchool complies with MDE attendance requirementsSchool administers student feedback and Belief IndicatorsSchool administers student feedback (survey, social-emotional tool, etc.) and takes action on the results	% on time		% compl
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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 st 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 st 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).
courd be for a class, a group of statients, of an manuadal statement.
 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:

- o A relentless focus on student success
- o Clear organizational structure
- o Decisiveness
- Consistency
- o Presence
- o Professional Development
- o Fostering and environment of improvement and establishing a leadership pipeline
- o 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

	Next Steps			Next Steps
	Areas to Celebrate		A	reas of Concern
Qualitative Data Scores	Unsatisfactory Answer: Answer does not incl evidence, reflection and/or is not supported b site visit.	y observation during	and/or answer is supp	Answer demonstrates evidence, reflection ported by observation during site visit.
Site Visit Score	Of Concern: Less than 89% of measures are a "Yes."		of the measures are a easures are a "Yes." •	Exceeding: Over 95% of the measures are a "Yes." All critical measures are a "Yes." All Learning Environment measures are a "Yes." *
Critical	Yes:/ 36% Partial:/ 36% No:/ 36%	Ove *Measu depende popul	re total Partial:	/ 66 or 71% /66 or 71% /66 or 71%
Documents and Processes	Yes:/ 15% Partial:/ 15% No:/ 15%	Stakeł Feed	older Partial:	% /3% /3%
Health and Safety	Yes: / 10% Partial: / 10% No: / 10%	Spe Popula *Measu depende popul	ntions re total Partial: re on EL No:	/ 20 or 25% / 20 or 25% / 20 or 25%
First Impression	Partial: / 7 % Learning Environment Partial: No: / 7 % No: No:		ning Partial: No:	/11% /11%

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

Г

	1.	2.	3.	4.	5.	6.	7.	8.
Addresses Question								
Evidence								
Reflection								
Observation								
Total								
Satisfactory/Unsatisfactory								
*Each answer must adequatel	y address the	question (1 po	oint), and earn	at least two of	the three othe	r point areas,	in order to be o	onsidered

Classroom Observation Form

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

Classroom Observation: Focus on Learning OFFICE OF PUBLIC CHARTER SCHOOLS School: Observer: ____ Date:_____ Time:_____ Grade Level(s): Subject/Class: 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? Students are: Engaged in their work (Circle all that apply) Applying skills Receiving information Synthesizing/evaluating Reviewing skills Task-oriented Practicing newly · Other acquired skills

75

Class activities: (Circle all that apply) Individual work Hands on learning Worksheets Teacher made test Group work Norm-referenced tests Students are applying the following skills: (Circle all that apply) Reading Writing	 Short/long projects/re Oral/group Open-ende solving Discussion assessment Speaking Computing Thinking Listening 	esearch o project ed problem self/peer its		
 Writing How are students challenged to thi 	ink and to commu	inicate their		
thoughts orally and in writing?	ink and to commu	inicate then		
How does the teacher effectively m behavior?	-			
Does the classroom set up meet the the lesson at hand?	e needs of the stu	udents and		
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
 Special
 Emergency
 Mtg Start Time:

 Mtg End 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
Open Meeting Law/Transparency	0.000	
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 available at the meeting for public inspection		
Board membership is in compliance with MN Stat 124E.07 Subd. 3	5	
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		
Meeting Procedures/Participation		
Board members received agenda and supporting documents 3-5 days in advance	1	
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	<i>i</i>	

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	
CONTENT	
ACADEMICS	
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	
OPERATIONS	
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)	
FINANCES	
Review School Financial	
Cash Flow Projections	
Balance Sheet	
Income Statement	
Check Registry	
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.

OFFICE OF PUBLIC CHARTER SCHOOLS	Quarterly Financial Template - Near-Term Measures			
Instructions: Fill in column B with the appropriate informa any notes upon the data/information in column C.	ition/data for any cells highlighted in	n yellow. As needed, include		
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/01			



Quarterly Financial Template - Sustainability and Management Measures

OFFICE OF PUBLIC CHARTER SCHOOLS

Column A	Co	lumn 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				
com	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)				



Quarterly Financial Template - Scorecard	Quarterly	Financial	Template -	Scorecard	
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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	Act	nievement 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				
Total Score			0	Of Concern/On Target/Exceeding

Measure	0 Points	1Point	2 Points
riedsuie	Current ratio is less than or equal	Current ratio is between 1.0 and 1.1 and one-year trend is	Current ratio is between 1.0 and 1.1 and one-year trend is
Current Ratio	to 0.9	negative	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 vear	Enrollment variance is between 85-95 percent in most recent year	Enrollment variance equals or exceeds 35 percent in the most recent year
Enroliment Vanance	School is in		
Default	default of Ioan 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 rend 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	Debt to Asset Ratio is	Debt to Asset Ratio is less than
Debt to Asset Ratio	Ratio is greater Multi-Year	between 0.9 and 1.0	0.9 Multi una Currada Sur anala Para
Cash Flow: 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	
		Total Points Available Levels of Achievement:	18
		Of Concern	Less than 11 points
		On Target	At least 11 points
		Exceeding	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

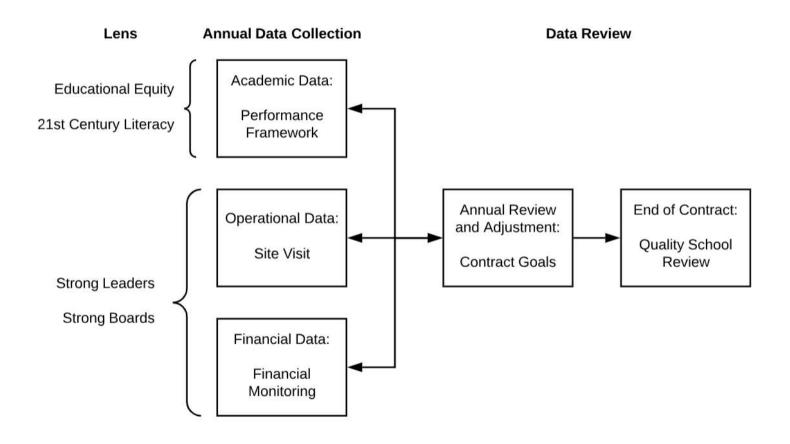
Each of these tools supports the four core lenses in the PUC-OPCS strategic framework for 2018-2022.

- 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			
Achievement		•	•			
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	МСА	% 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			
Other meaningful subpopulations *See data notes	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			

			1
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
Other meaningful subpopulations *See data notes	School Choice- NWEA/FAST	% of students meeting growth targets	School Created Report
Preparation	•	•	
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
Other meaningful subpopulations *See data notes	МСА	Rate compared to resident district/state	<i>State MCA Report-</i> North Star
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
Other meaningful subpopulations *See data notes	ACCESS	Rate compared to resident district/state	<i>State ACCESS</i> <i>Report-</i> North Star

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 subcategories 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	Residen t 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					
Other meaningful subpopulations	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			
Other meaningful subpopulations	School Choice- NWEA/ FAST	% of students meeting growth targets			
		Preparation			
Measure	Data Source	Metric	School Rate	Residen t 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			
Other meaningful subpopulations	МСА	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			
Other meaningful subpopulations	ACCESS	Rate compared to resident district/state			

Performance Framework Review Protocol



School:______ Resident District:______ School Year:_____

Achievement Data achieved by the resident district and the state. of the resident district or the state. of the resident district and the state. Achievement Data		Of Concern	On Target	Exceeding
Preparation Data achieved by the resident district and the state. School results meet or exceeds the results of the resident district or the state. School results meet or exceeds the results of the resident district and the state.	Achievement Data	achieved by the resident district and the state. / measures% Growth goals: Less than 49% of students meet growth goals	of the resident district or the stat / measures9 Growth goals: 50- 59% of students r their growth goals	te. of the resident district and the state.
	Preparation Data	achieved by the resident district and the state.	of the resident district or the stat	te. of the resident district and the state.
Next Steps Next Steps		Areas to Celebrate		Areas of Concern
		Next Steps		Next Steps

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)
Academic		
Achievement ^a	40.0%	25.0%
Preparation ^a	25.0%	6.0%
Access ^b	0.0%	45.0%
Belief	25.0%	14.0%
Operational		
Operational	5%	5%
Financial		
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

- ^b Indicators only include students that enroll for 45 consecutive days
- ^c Schools & Authorizer designate three schools comparable in mission, academic stance, demographically or geographically similar
- ^d Grad year is designated at the school's discretion or via MDE
- ^e Excluding students with standardized testing exemptions via their Individualized Education Plan (IEP)
- ^f Satisfactory credit is determined as any positive credit reflecting on the student's transcript for graduation (no matter the points).
- ^g Assessment participation must be 95% of students, excluding any students with the current years as their Grad year as designated by MDE or school

 $^{^{}a}$ All assessment results only include those enrolled October $\mathbf{1}^{st}$

- 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 ^a		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 ^a		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 ^b		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 ^b	18		
Operational			
Operational		5%	5%
Financial			
Financial		5%	5%

Levels of Achievement

Acade	mic	Low- 0 points	Middle- 1 point	High- 2 points
Ach	ievement ^a			
	A) Accountability Systems	5		
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 ^g
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 ^g

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 ^g		
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 ^g		
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 ^g		
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 ^g		
10	. Special Education ^e - 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 ^g		

11. Special Education ^e - 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 ^g
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 ^g
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 ^g
D) State Assessment - % o	f non-proficient students t	hat 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 ^a			
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 ^c - 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 ^c - 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) S	Sub-Population State Asses	sment 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 ^e - 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 ^e - 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 Acquisiti	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
H) S	Sub-Population Proficien	cy - State English Language Le	earner 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
39.	Special Education- Composite ^e	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 ^b			
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

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	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 ^d	< 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 ^d	< 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) ^f	< 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) f	< 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- Secor	dary 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

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	on		
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 a 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 a 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 Belief ^b			
	< 90 percent attendance rate	90-95 percent attendance rate	>95 percent attendance rate
Belief ^b 65. Attendance Rates (reported on MN School			•

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	

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) 9	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	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	Aggregated Three- Year Total Margin is greater than -1.5 percent, the trend is positive for the

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-Yea Cash Flow= Year 3 To Cash- Year 1 Total Ca & One Year Cash Flow Year 2 Total Cash- Ye Total Cash	tal Cash Flow is negative sh v=	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 + Depreciatio Interest Expense) / (Annual Principal, Interest and Lease Payments)		Debt Service Coverage Ratio is equal to or exceeds 1.1	
V) Financial Managemen Oversight	t &		
101. MDE Finance Award	Not an MDE Finance Award Recipient	MDE Finance Award Recipient	

School Specific Performance Framework Decisions

1) Wh	ich nationally normed	localized assessment	will the school utilize?	(i.e. NWEA; FAST; Scantron	, other)
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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-_____

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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

Status	Triggered By	May Result In
Letter of Awareness	 External stakeholder provides notification on a specific matter (i.e. complaint of substantial substance, financial or program audit, etc.). Charter school leadership, staff, or board relay information on topics / decision- making/ concern regarding school performance. 	 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> Further transparent communication between parties involved on the matter until fully resolved.
Notice of Concern	 Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. Repeated failure to submit required documents on a timely basis. 	 Letter from PUC to the charter school's Board of Directors detailing areas of concern. and/or Review and reconsideration of goals and performance targets in the Performance Framework. and/or PUC recommendation that the school develop a Performance Improvement Plan.
Notice of Deficiency	 Failure to meet multiple performance targets; or glaring or repeated failure to meet a single performance target. Failure to comply with applicable law or significant failure to comply with Board condition(s) of the charter. 	 Letter from PUC to charter school Board of Directors detailing areas of deficiency. <i>and/or</i> Performance Improvement Plan - containing specific improvement objectives, technical assistance requirements, and schedule for remedial action - negotiated with PUC.
Notice of Probationary Status	 Continued failure to meet performance targets; and failure to meet objectives of Performance Improvement Plan. Continued failure to comply with applicable law or with the charter. 	 Performance Improvement Plan imposed by PUC and/or Assignment of technical assistance team by PUC and/or 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.
Charter Review	• Extended pattern of failure to comply or to meet performance targets; or failure to successfully address terms of probation.	 Recommendation to revoke, not to revoke, or to impose sanctions <i>and/or</i> Decision to commence or not to commence revocation proceedings made by PUC.
Charter Revocation	Charter Review results in recommendation to revoke.	 Written notice from PUC stating reasons for proposed revocation and informing charter school of right to an informal hearing. Record of informal hearing. Decision to revoke or not to revoke made by PUC.

Exhibit M: OUTSTANDING OBLIGATIONS

Pillsbury United Communities along with the charter school will address any outstanding obligations from previous contracts as aligned with a change in authorizer. The below lists the standards partially met or not met according to the final evaluation report by Friends of Education (see Exhibit N). Each item is identified with a remediation plan as necessary.

Stride Academy Charter School			
Outstanding Obligation- Standard Partially or Not Met in Last Contract Term	Remediation Plan		
 <u>Renewal Contract Goal</u>: The School will administer the NWEA Measures of Academic Progress, in both reading and math, in all grades K through 6 in both September 2017 and January 2018. The School will provide the results with supporting NWEA reports to Friends of Education no later than January 22, 2018. 	Stride Academy provided their January NWEA report on January 18, 2018.		
 <u>Renewal Contract Goal</u>: The School will demonstrate Expected Progress or Better than Expected Progress on a minimum of 70% of the improvement items for which Class Measures provides a rating in the January 2018 progress review. 	The final report from Friends of Education states that this goal is "unable to be determined due to timing of evaluation and progress review, i.e. progress review report not yet provided to Friends of Education." PUC received the Class Measures January 2018 progress review report from Friends of Education on March 21, 2018. Stride Academy demonstrated Expected Progress or Better than Expected Progress on 6, or 60%, of the improvement items. PUC will not be asking for further reviews from Class Measures in the future. In order to remediate the remaining obligations, PUC will require Stride Academy to provide an update on the progress made in the 4 areas identified as weaknesses by Class Measures in at least the		

		2017-2018 and 2018-2019 annual reports. These identified areas are increasing student engagement and captivating learning in class; more frequent opportunities for student collaboration, problem solving, and critical thinking; implementation of effective English Learner practices and strategies; and broader stakeholder inclusion in the budget modification process.
3.	Reporting obligations for the remainder of the school year per the School's contract with Friends of Education.	Stride Academy will continue to provide all reporting obligations to Friends of Education through the remainder of their contract term. Subsequently, the PUC- Stride Contract Section 6.9 elaborates on all reporting requirements to be completed on a monthly and annual basis.
4.	<u>Contract goal: Absolute Proficiency</u> . By the conclusion of FY2016, the school-wide proficiency rate for students who have been at Stride for three or more years will be no less than 74% for math and 72% for reading.	Stride Academy has not found the tracking of data for students who have been at Stride for three or more years to be a helpful measure of progress for their students. As a result, Stride Academy and PUC agreed to remove this language from the goals and, in general, update all contract goals regarding proficiency (see Exhibit C). These goals are subject to oversight and ongoing evaluation as stipulated in the contract.

5.	Contract goal: Growth. Each year, the School's growth rate z-score
	average, as published with the state's release of MMR data, will
	exceed 0. In addition, each year, the percentage of non-proficient
	students achieving high growth will be at least 50% in reading and
	math.

Stride Academy and PUC-OPCS have updated contract goals regarding growth (see Exhibit C). These goals are subject to oversight and ongoing evaluation as stipulated in the contract. Furthermore, PUC-OPCS tracks the percentage of nonproficient students achieving high growth annually for all schools in the Performance Framework (Exhibit K).

Additionally, the Friends renewal contract goals had a growth sub-goal- *In the* January assessment: The average Conditional Growth Index for the School's English-Learner subgroup and the students qualifying for free/reduced priced lunch subgroup will each be greater than 0 in each reading and math.

The January 2018 Conditional Growth Index results met and exceeded this goal for all grade levels.

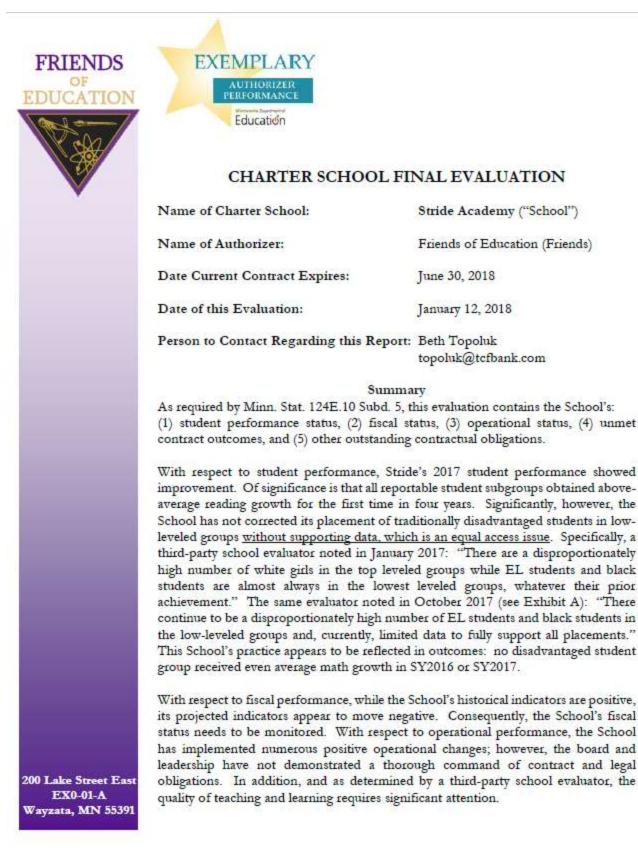
Finally, due to the state's transition to ESSA requirements, it is uncertain whether the growth data on sub-goals 1.3 and 1.4 will continue to be reported on. Thus, Stride Academy and PUC agreed to remove the state growth goals from the contract and track academic

		growth in Goal 2: Nationally Normed Assessment.
6.	<u>Contract goal: Achievement Gap Reduction</u> . By the conclusion of FY2016, for both reading and math, the proficiency rate for each subgroup for students who have been at Stride for three or more years and for which the School had publicly reportable/sufficient subgroup counts in 2013 will be no less than: [0.375*(100-2013 subgroup proficiency rate)]+2013 subgroup proficiency rate	Stride Academy and PUC- OPCS have updated contract goals regarding proficiency and growth, which include sub-group population goals geared toward closing the achievement gap (see Exhibit C). These goals are subject to oversight and ongoing evaluation as stipulated in the contract.
7.	<u>Contract goal: Academic Governance</u> . The School will implement an Academic Governance Plan to critically evaluate and strategically lead the School's academic performance and improvement. The School shall include a summary of its finding's in the School's board minutes no less than twice annually. s.	Stride Academy and PUC- OPCS have updated contract goals regarding governance (see Exhibit C). Specifically, the school board is embarking on a strategic planning process that will inform and set the framework for the next five years. As a result of this planning, the board will reference the new strategic framework monthly at board meetings. They will receive an update on the framework goals during the executive report section at every board meeting. These goals are subject to oversight and ongoing evaluation as stipulated in the contract.
8.	<u>Contract goal: Data Driven Instruction</u> . The School will continue to implement DDI summative assessments on a quarterly basis in all grades in at least reading and math. The School's teachers will review results with the designated leader within 48 hours following the assessment and will re-teach necessary components the week following the assessment. The School will invite Friends to attend all quarterly meeting to review results.	Stride Academy and PUC- OPCS have updated contract goals regarding Data Driven Instruction (see Exhibit C). Specifically, language has been added to address the

	timeliness of the assessment
	review: "Stride will review
	these assessments no later
	than 72 hours after they occur,
	barring unforeseen
	circumstances." These goals
	are subject to oversight and
	ongoing evaluation as
	stipulated in the contract.

Exhibit N: QUALITY SCHOOL REVIEW REPORT

ERFORMANCE Education



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CHARTER SCHOOL FINAL EVALUATION

Summary

Stride Academy ("School")

Friends of Education (Friends)

June 30, 2018

January 12, 2018

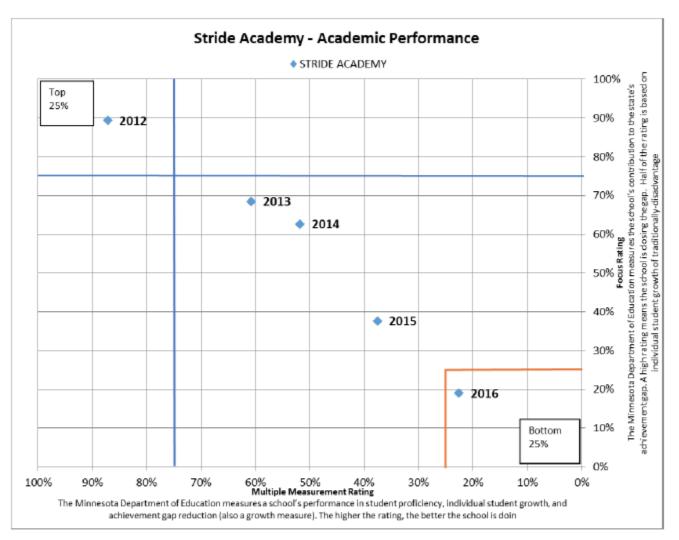
topoluk@tcfbank.com

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STATUS - STUDENT PERFORMANCE

through SY2016:

Stride Academy's academic performance through SY2016 is detailed in Exhibit B and summarized as its Multiple Measurement Rating (which was the state's overall assessment of a school's academic performance) decline of more than sixty points and its Focus Rating (which was the state's measurement of the degree to which the school reduced the achievement gap) decline by more than seventy points and movement from the top 15% of Title I schools to the bottom 25%:



Stride	Enrollment	Free Reduced Lunch	English Learners	Special Education
2011-12	404	42%	0%	16%
2012-13	478	49%	1%	14%
2013-14	527	47%	3%	13%
2014-15	546	48%	9%	11%
2015-16	676	49%	16%	13%

SY2017:

Individual Student Growth:

Z-Scores

Z-scores are a standardized measure that compares school data to state average data for the same grades. A z-score of 0 means average. Positive z-scores mean the school is **above** the state average and negative numbers mean the school is **below** the state average

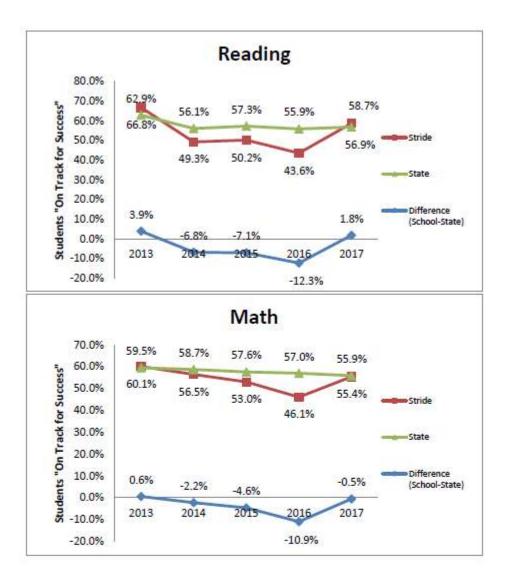
Historically, the majority of student subgroups at Stride Academy achieved less than average growth, culminating in SY2016 when *no* student subgroup achieved even at least average growth. In SY2017, for the first time in four years, Stride students in <u>all</u> reportable subgroups achieved *above* average reading growth; however, and in contrast, math remains a problem: <u>all</u> disadvantaged student groups at Stride achieved *below* average math growth. In SY2017, only the white student subgroup achieved above-average growth in both reading and math.

Reading	2014	2015	2016	2017
Black	0.03	-0.15	-0.36	0.26
LEP	0.07	0.01	-0.25	0.28
Special	-0.19	-0.16	-0.45	0.23
FRP	-0.06	-0.26	-0.34	0.26
White	-0.11	-0.15	-0.28	0.29
Math	2014	2015	2016	2017
Black	-0.16	-0.12	-0.32	-0.18
LEP	0.05	-0.18	-0.27	-0.22
Special	-0.23	0.04	-0.39	-0.18
FRP	-0.09	-0.02	-0.28	-0.10
White	-0.04	0.03	-0.23	0.20

On-Track Growth

"On Track" growth is calculated by adding the % of students who scored proficient on the state assessments and who achieved medium or high growth to the % of students who did not score proficient on the state assessments but who achieved high growth. The sum of these three growth categories (proficient medium growth, proficient high growth, nonproficient high growth) are identified because they are most likely to lead to continued proficiency for the already-proficient student, and increased proficiency for the non-proficient student.

Stride's historical on-track growth, when compared with the state, demonstrates consistent decline through SY2016 in both reading and math on-track growth; however, in SY2017 Stride achieved on-track growth generally on-par with state averages: slightly above (+1.8%) state-average on-track growth in reading and slightly below (-0.5%) state-average on-track growth in math.



STATUS - FISCAL PERFORMANCE

External Audits: The School's external audits completed during the contract period reveal:

- 2014: No findings
- 2015: One finding (material audit adjustment)
- 2016: No findings
- 2017: One finding (other/compliance)

State Finance Award: The School received the state finance award in 2015 (for FY2014), 2016 (for FY2015), and 2017 (for FY2016) which recognizes compliance with reporting obligations and a positive fund balance.

Budget: Stride's board-approved FY2018 budget showed a FY2018 surplus of \$232,465, whereas its adjusted working budget shows a deficit of \$52,688: this is a negative change of \$285,153. While there are a several factors that contribute to this change, of significant note is the decline in enrollment leading to a deficit of almost \$350,000 in state revenue and the increase of salaries and benefits of over \$250,000. This is slightly offset by a decrease in spending of \$320,000 due to forbearance of lease payments (\$261,000) and a decrease in spending (\$59,000) of supplies and materials.

Fund Balance: Stride's fund balance has increased from single to double digits.

Short- and Long-Term Indicators: Stride's attainment of significant short- and long-term financial indicators is provided below and summarized as: FY2017 remains positive but represents a decline in sustainability indicators and, based on the School's financial projections for FY2018, its sustainability indicators will likely worsen, e.g. Current Margin is expected to be negative for FY2018.

			Stride Perform	nance
Near-Term Indicators	Standard / Target	2017	2016	2015
Current Ratio	$\geq 1.1~{\rm or} \geq 1.0$ with positive trend	2.4	2.5	2.6
Days Cash	≥ 60 days or ≥ 30 days with positive trend	36	46	31
Sustainability Indicators				
Margin, current	Positive	0.003	3.0	0.9
Margin, three-year	Positive	0.01	2.4	2.0
Debt to Asset Ratio	< 0.5	0.41	0.39	0.39

STATUS - OPERATIONAL PERFORMANCE

Friends of Education has continuing concerns regarding the School's governance and leadership with respect to understanding charter contract and legal obligations. In the current school year alone, Stride Academy made several unilateral changes to its charter contract, without Friends of Education's prior consent as required by the charter contract, and the School has not been compliant with all legal requirements.

Charter Contract Changes without Friends of Education Consent:

- On June 16, 2017, Friends of Education notified Stride Academy that the Stride board had changed its charter contract without Friends of Education's consent. Specifically, the charter contract between Friends and Stride requires amendments to be in writing and signed by the parties; Stride's charter contract states that Stride offers a year-round calendar; the Stride board approved a school calendar aligned with the St. Cloud district which was a year-round calendar. Stride's June 21, 2017, response then requested a charter amendment, which Friends of Education approved.
- On June 27, 2017, Friends of Education notified Stride Academy that Stride had changed its bylaws, which are included in the charter contract and require Friends of Education

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consent prior to amendment, which the Stride board acknowledged. Both parties facilitated a contract amendment which included bylaw changes.

 On June 27, 2017, Friends of Education inquired whether the June 29, 2017, board agenda item for approval of an enrollment policy affected changed charter contract Exhibit G, "Admission Policies & Procedures;" in response, Stride Academy tabled the item.

Non-Compliance with Legal Requirements:

- On July 17, 2017, Stride uploaded a 690 student enrollment count to the Minnesota Department of Education, when only 293 students had enrolled. Consequently, beginning in July, Stride was getting paid on 400 students more than it had, which violates UFARS. Pursuant to Minn. Stat. 124E.16 Subd. 1, charter school are required to comply with UFARS. Stride did not change its reporting until MDE became involved.
- As of October 24, 2017, Stride was not in compliance with state law website posting requirements (Stride did not post the required minutes for its affiliated building company, it did not post the required testing calendar, it did not post the required health insurance policy, and it did not post its 2017 annual report.). When Friends of Education notified the School regarding non-compliance, the School updated its website.

UNMET CONTRACT OUTCOMES

Unmet contract outcomes through SY2016 are detailed in Exhibit B. Status of current contract outcomes is:

Subject Area	Charter Contract Exhibit F Outcomes/Goals	Actual Performance FY2017
Nationally- Normed Assessment (60% weight)	The School will administer the NWEA Measures of Academic Progress, in both reading and math, in all grades K through 6 in both September 2017 and January 2018. The School will provide the results with supporting NWEA reports to Friends of Education no later than January 22, 2018.	Unable to be determined due to timing of evaluation and testing, i.e. results not yet due and not yet provided to Friends of Education.
External Evaluation Improvement (40% Weight)	Class Measures performed an evaluation of the School in January 2017. Class Measures, at Friends of Education's expense, will perform a progress review of the	Completed; review occurred October 23-24, 2017.

School in October 2017 and January 2018. Class Measures will provide the following progress ratings for improvement areas identified in the January 2017 evaluation: Better than Expected Progress, Expected Progress, Lower than Expected Progress.	
The School will demonstrate Expected Progress or Better than Expected Progress on a minimum of 50% of the improvement items for which Class Measures provides a rating in the October 2017 progress review.	Achieved. The school achieved 6 of 10 (60%) expected progress.
The School will demonstrate Expected Progress or Better than Expected Progress on a minimum of 70% of the improvement items for which Class Measures provides a rating in the January 2018 progress review.	Unable to be determined to due timing of evaluation and progress review, i.e. progress review report not yet provided to Friends of Education.

Third-Party Evaluation

Friends of Education contracted with Class Measures, a third-party, national organization which provides comprehensive school evaluation reviews -- in governance, financial controls, student learning -- for both public and private schools, in order to provide a "second-look" evaluation of STRIDE Academy. The Class Measures review occurred in January 2017. Friends of Education contracted with Class Measures to provide progress reviews of Stride Academy in October 2017 and January 2018. Class Measures' evaluation ratings for each area for the January and October 2017 reviews are:

Area Evaluated, Quality of:	January 2017 Rating	October 2017 Rating
Learning	2 -Developing	2 -Developing
Teaching	1 -Beginning with Some Developing Elements	1 -Beginning with Some Developing Elements
Leadership and Management	1 -Beginning with Some Developing Elements	2 - Developing

Stride Academy

Culture for Learning	2 - Developing	3 - Established
Curriculum	1 -Beginning with Some Developing Elements	2 - Developing
School Relationship with Families/Community	2 - Developing with Some Established Elements	3 - Established
Board Demonstration of	1 -Beginning with Some	1 -Beginning with Some
Responsible Governance	Developing Elements	Developing Elements
School Demonstration of Fiscal Responsibility	2 -Developing	3 - Established

Class Measures also evaluated ten improvement areas, which Class Measures identified as the most important priorities, noted in its January 2017 report and rated the progress as follows:

Lower than Expected Progress (LTEP) Expected Progress (EP) $% \left({{{\rm{EP}}} \right)^2} \right)$

Greater than expected Progress (GTEP)

Areas for Improvement from January 2017:		October 2017 Rating	
	LTEP	EP	GTEP
Instructional leaders and teachers should make sure that students experience a higher proportion of exciting lessons that engage students and make learning captivating.	X		
The lack of curriculum planning throughout the school seriously limits the capacity of teachers to sequence learning activities in such a way as to ensure that they add up to a coherent whole. The school is still working on to develop curriculum maps for ELA, science, and social studies.		X	
Instructional leaders and teachers should make sure that teachers plan and deliver better and more frequent opportunities to develop the capacity for students to work collaboratively, solve problems, think critically and question what they are taught.	х		
Instructional leaders and teachers should make sure that general education teachers implemented the instructional practices and strategies that have been proven to help English Learner students to learn more effectively.	x		
The ultimate priority, and focus of time, for school leaders should be the progress and academic achievement of the students in their care.		Х	
Instructional leaders and teachers should make sure that there is a positive culture throughout the school, based on teaching and learning, where every adult has high expectations for student achievement.		х	
School leaders, subject specialists and coaches do not monitor the effectiveness of learning and teaching with sufficient frequency and rigor and have not ensured, through the systematic observations of lesson, that a suitable quality of education is maintained in all classes.	X		
School leaders and staff should develop an effective curriculum that is fully aligned to state standards for ELA and in line with state standards for math, science and social studies.		х	
The board should pay sufficient regard to its primary responsibility, the academic performance of the students.		Х	

The setting and any subsequent modifications to the budget should be completed by	X	6
the finance committee and include a larger and more representative cross-section of		
the school community.		

Class Measures summarized STRIDE Academy's October 2017 progress review as follows:

Stride Academy has undergone numerous changes since the 2016-17 school year. The school's student population declined by 52 percent (337 students) since 2016-17. Over the summer, the school quickly hired a new executive director who in turn soon hired a new principal. The board has a new chair and vice chair. These changes have led to some improvements as compared to 2016-17, notably in the development of school climate. The quality of learning and teaching, however, especially for English learners, has not improved, and this is a significant area for needed attention, given the school's population.

Overall, leadership and management, the culture for learning, curricula, board governance, and fiscal responsibility have improved this year. The new school leaders have instituted many changes that can set the school and its students up for greater success. The executive director and principal are much more present and participatory in academic planning sessions and responsive to the needs and requests from a range of school stakeholders. The school culture and learning environment have improved since the last review in January 2017. Stakeholder discussions during the current review indicated that after a very unstable start to 2017, since the spring, improvements were noted, and the 2017-2018 school year began with a renewed focus on establishing school wide behavioral norms. New structures are in place, and professional learning communities are more effectively utilized, to use interim assessment data to inform instructional and curriculum planning. And the process for special education referrals is improved through being better codified, documented and based in part on student assessment results.

At the time of this visit, however, those systems and structures have yet to produce positive changes, results and practices in classrooms. The needs of English learners continue to not be fully met: EL students are not receiving all of the support they need, especially during extended whole group direct instruction sessions; EL teachers do not have regularly scheduled times to meet with general education teachers; and general education teachers are not sufficiently trained on how to meet the needs of EL learners – this is particularly problematic because students learning English represent an even larger proportion of total students (35 percent) this year. Remarkably, in a school with a high EL population, students continue to have little to no opportunities to discuss their ideas or work collaboratively to solve problems. Also continuing a trend observed in last year's school quality review, very few academic activities sufficiently challenge students and promote students' higher-order thinking skills. In addition, instructional leaders are not conducting frequent classroom observations followed by informative feedback to teachers to support the improvement needed in their practice.

Though not all of the areas for improvement can show full improvement in just a few months' time, with redoubled efforts it is possible for the school to show growth in these areas by the next school quality review.

OTHER OUTSTANDING CONTRACTUAL OBLIGATIONS

The charter contract has several reporting obligations for the remainder of the school year but not yet due; as such, these remaining outstanding. With respect to reporting obligations due as of the date of this evaluation, for FY2018 the School has submitted 92% of its required reports timely, which is an improvement from FY2017, in which 76% of required reports were timely submitted.

EXHIBIT A



Stride Academy

Quality School Review Report

School Review Team:		
Lead Reviewer: Adam Aberman: Class Measures		
Team Reviewer:	Helen Fisk: Class Measures	

Executive Director: Eric Williams

Review dates: October 23-24, 2017



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Context of the school: (Taken from the self-assessment provided by the school leadership team)

General Information:

- Small Class Sizes
- Strong Parental Support
- Committed Teachers and support staff
- Commitment to Data Driven Instruction
- Support for students with Dyslexia

Contextual factors that support learning:

- PBIS
- Cultural Community Support Liaison.
- Data Driven Instruction.
- Strong Math, Language Arts, Science Curriculum.
- Professional Learning Communities.
- Multi Tiered Systems of Support.
- Q-Comp: Peer Coaching model.
- The use of a data warehouse program.
- Dyslexia screening and program support.

Contextual aspects that limit student learning:

- 73% qualify for FRL
- 38% receiving for EL services
- 9% receiving Special Education Services

General School Information:

	2016-17	2017-18
Grades taught in the school:	K-8	К-б
The number of students enrolled:	642	305
The number of general education students:	577	284
The percentage of special education students:	10%	6%
The percentage of English language learner students:	19%	38%
The number of students that have been excluded	0	0
The number of students that have been suspended	174	0
The number of students that are Title 1 eligible:	78	46
The latest attendance percentage:	95.74%	99.64%
The percentages of students from different ethnic groups:		
White	57%	39%
Black	38%	55%
Asian	2%	1%
American Indian	0.3%	0.3%
Hispanic	2%	4.2%

General Grade Descriptors

Grade	Descriptor	Definition			
1	Beginning	Major organizational structures and systems are poorly developed or are missing. Significant support and guidance is required since the school is currently not meeting the learning needs of most students. Academic and personal progress is only in the beginning stages and students are not generally achieving grade level expectations in core content areas. Achievement gaps are large and are growing wider.			
2	Developing	Structures and systems are in broadly place but are not being implemented with sufficient consistency. Support and guidance is required in specific areas for the school to continue its development and to ensure that it consistently promotes the learning of all students in all content areas. Achievement gaps are not closing quickly enough.			
3	Established	Structures and systems are embedded in all major areas and the school requires only minimal support. Almost all students are making good progress in all content areas. Students demonstrate good levels of social maturity and almost all are achieving grade level expectations. Achievement gaps are closing steadily.			
4	Exemplary	Structures and systems are highly developed and the school is a center of excellence that is transforming the lives of its students and exemplifies the very best practice. Students take full responsibility for their own learning and demonstrate very high levels of independence and creativity as they produce work that consistently exceeds grade level expectations. Achievement gaps have been virtually eliminated.			

Student Performance Data:

School		School 2014	School 2015	School 2016	School 2017
MATH	All Students	82.3	77.4	50.7	51.9
MATH	Non-FRP	85.1	77.4	62.2	74.5
MATH	FRP	73.3	77.8	34.0	34.7
MATH	Gap	11.8		28.2	39.8
MATH	Non-Special Ed	84.5	83.9	54.6	55.6
MATH	Special Ed	50.0	16.7	31.3	24.4
MATH	Gap	34.5	67.2	23.3	31.2
MATH	Non-EL	86.2	78.7	58.5	60.8

MATH EL 25.0 0 1.9 15. MATH Gap 61.2 78.7 56.6 45. MATH White 89.1 86.8 63.6 69. MATH White 89.1 86.8 63.6 69. MATH Black 58.3 0 20.0 26. MATH Gap 30.8 86.8 43.6 43. MATH Black 58.3 0 20.0 26. MATH Black 58.3 0 20.0 26. MATH Black 58.3 0 20.0 26. MATH Gap 30.8 86.8 43.6 43. MATH Gap 100 100 33.3 37. MATH Hispanic 100 100 30.3 26. School 2014 2015 2016 201 READING All Students 75.8 62.9 44.7	7 5 5 6 6
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MATH White 89.1 86.8 63.6 69. MATH Hispanic 100 100 33.3 37. MATH Gap 2014 2015 2016 201	5 6 6
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MATH Gap 2014 2015 2016 201	6
School 2014 2015 2016 201	
	.7
READING All Students 75.8 62.9 44.7 48.	
	9
READING Non-FRP 78.7 60.4 54.7 64.	2
READING FRP 66.7 77.8 30.3 37.	6
READING Gap 12.0 24.4 26.	6
READING Non-Special Ed 75.9 69.6 48.9 51.	2
READING Special Ed 75.0 0 23.8 32.	6
READING Gap .9 69.6 25.1 18.	6
READING Non-EL 81.0 63.9 51.4 59.	3
READING EL 0 0 0.3.8 6.7	7
READING Gap 81.0 63.9 47.6 52.	6
READING White 87.0 71.7 54.8 60.	1
READING Black 33.3 0 19.3 31.	4
READING Gap 53.7 71.7 35.5 28.	7
READING White 87.0 71.7 54.8 60.	1
READING Hispanic 100 50.0 50.0 50.0	0
READING Gap 21.7 4.8 10.	1

Aspect 1: – The overall quality of learning is developing and remains quite similar to what was in place in 2016-17.

The main strengths of the learning:

- Most students listen to what is being taught in class and are generally compliant.
- Most students behave well, do what is asked of them in class and sustain their concentration.
- Most students do not demonstrate or participate in obvious acts of student bullying or disrespect to other students or staff members.

The most significant aspects of the learning recommended as priorities for improvement:

- Students are not making the progress expected at their grade level. This is especially true for English learners (ELs) who demonstrate large gaps in proficiency as compared to other students on the state reading and math tests.
- Remarkable in a school with a high EL population, students have little to no opportunities to discuss their ideas or work collaboratively to solve problems.
- Few students regularly solve problems, think critically about the subject matter or question what they are taught. If a student is encountering difficulties answering a question, rather than allowing the student sufficient time to struggle to try to answer the question, some teachers answer the question for the student in order to keep up the pace of direct instruction.
- Students are generally not enthusiastic about their learning and do not engage in lessons as active learners. In many classrooms, a small percentage of students answer teacher questions during extended whole group instruction sessions and some students rest their heads on desks.
- Because there are very few opportunities for students to interact with each other in classrooms, there are few opportunities for students to develop relationship skills in classrooms.
- Though student behaviors generally do not distract other students, in many classrooms there are at least a
 couple students that are off-task.

The quality of learning would be improved if:

- Instructional leaders and general education teachers focused their efforts on improving the learning and educational experiences of ELs.
- Instructional leaders and teachers ensured that the majority of students, including ELs, were given frequent
 opportunities to work together in pairs or small groups.
- Instructional leaders made sure that teachers plan and deliver frequent opportunities for students to work
 collaboratively and independently to solve problems, think critically and question what they are taught.
- Instructional leaders and teachers made sure that students experience more exciting lessons that
 encourage engagement. During whole group instruction, teachers regularly utilized cold calling techniques.
- Teachers assigned specific and rotating roles for each student during group work to facilitate student discussions and develop relationship skill-building in classrooms.
- Teachers were more vigilant in their awareness of when students are off-task and when students were
 observed to be off-task, the teacher prioritizes engaging those students.

Aspect 2: – The overall quality of teaching is beginning with some developing features, and remains similar to the teaching in place in 2016-17.

The main strengths of the teaching:

- Through implementing PBIS, teachers establish and consistently implement standards of conduct and
 maximize learning time. Most classrooms are calm and orderly, with behavior expectations posted on the
 walls and teachers displaying positive interactions with students.
- New structures are in place, and professional learning communities (PLCs) are more effectively utilized, for teachers to use interim assessment data to inform instructional and curricular planning. However, that analysis of assessment data has yet to translate into widespread effective instructional strategies.
- Teachers develop lesson plans and assessments that are aligned to the learning objective and are suitably sequenced and timed. However, teachers often do not sufficiently define success criteria for students during lessons.
- The broad leveling of instructional groups for English Language Arts (ELA) and math assists teachers in delivering some learning activities that are differentiated and in line with the academic capabilities of some of the students.

The most significant aspects of the teaching recommended as priorities for improvement:

- General education teachers continue to not be sufficiently skilled in implementing best practice
 instructional practices and strategies to meet the needs of the growing EL population.
- Lessons are not engaging and exciting learning opportunities for most of the school's students. Many
 lessons are characterized by extended direct instruction sessions and worksheet-based activities. Lessons
 continue to be teacher-centered with students expected to be the passive recipients of the content
 material being presented.
- Very few academic activities sufficiently challenge students and promote students' higher-order thinking skills. As in the past school review, in most of the observed lessons students were not required to think deeply and could satisfy the teacher's demands with either a single word or short phrase as an answer.
- Though learning objectives are posted in most classrooms, those objectives are often not in studentfriendly language, teachers usually do not explain the objectives or refer to the objectives throughout the lesson, and the objectives often describe the activity of the lesson rather than the purpose of the lesson and how the lesson relates to the unit of study. As a result, few students know why they are learning what they are learning.
- Some teachers do not effectively check for understanding during extended direct instruction sessions. Those teachers are unable to gauge student mastery of the content because those teachers call exclusively on the few students whose hands are raised. And teachers that do check for understanding do not regularly adjust their instruction based on what was learned during that check for understanding.
- Teachers do not provide opportunities for students to engage in academic discourse and learn from each other through pair or small group discussions.
- Teachers do not regularly involve students in the practice of reflection and in the assessment and analysis
 of their own work through reviewing and discussing rubrics or exemplary work.

The quality of teaching would be improved if:

- Teachers reduced the time spent on text-heavy direct instruction sessions and worksheets and provided more visual queues and opportunities for EL students to engage in extended discussions with their peers.
- Teachers supplanted many of the worksheet-based activities with long-form writing activities and other
 opportunities for students to create authentic work products.
- Teachers provided more students with opportunities to participate in robust student debates, critiquing a

mathematical or scientific model or method, and applying what is learned to explore open-ended questions.

- Instructional leaders ensured teachers' learning objectives, as written in lesson plans and executed in the classroom, reflected the purpose of the lesson.
- Teachers regularly utilized cold calling activities and called on the same student only once or twice per lesson.
- Instructional leaders ensured teachers' lesson plans included a specified minimum amount of time per lesson dedicated to student-led academic discourse.
- Teachers regularly used, and referred to throughout the lesson, rubrics to help students know how they
 can achieve higher standards.

Aspect 3: – The overall quality of leadership and management in the school has improved since last school year and is currently developing.

The main strengths of the leadership and management:

- School leaders have instituted policies and practices that enable the school to run smoothly as a safe, resource rich learning environment. School leaders have made additional strategic purchases, such as purchasing a new science curriculum as well as supplementary Special Education supplies. In a marked contrast from the beginning of the year, school leaders have enabled much calmer hallway transitions and lunch periods. Students report feeling safer on campus this school year.
- School leaders have emphasized data driven instruction. School leaders have dedicated time, including
 weekly PLC meetings, for teachers to set six-week priorities based on the results of interim assessments.
 School leaders established this expectation during a two-week summer professional development block.
- School leaders have put numerous actions into place to attempt to recruit and retain quality staff
 members. School leaders, who began their positions over the summer, have spent considerable time
 accessing their professional network, as well as conducting outreach to higher education institutions such
 as St. Cloud State University, to attempt to recruit teachers in a short amount of time. To attempt to retain
 teachers, the school offers leadership opportunities for teachers through the Q Comp initiative.

The most significant aspects of leadership and management recommended as priorities for improvement:

- School leaders do not regularly monitor the effectiveness of learning and teaching through classroom
 observations. When lesson observations occur, teachers do not receive sufficiently detailed individualized
 feedback that will help them to improve their professional practice.
- School leaders do not ensure the needs of English learners (ELs) are fully met: EL students do not receive all
 of the required minutes of language acquisition instruction; EL teachers do not have regularly scheduled
 times to meet with general education teachers; general education teachers are not sufficiently trained on
 how to meet the needs of ELs; and not all general education teachers sufficiently embrace ELs as students
 for whose language acquisition general education teachers are responsible. School leaders have begun to
 acknowledge some of these deficiencies and have requested permission from the board to hire an
 additional EL teacher.
- Though the vision for behavior and student behavioral expectations is clear, there is no clear academic vision or common understanding of what constitutes good teaching and a high-quality lesson.

The quality of leadership and management would be improved if:

- School leaders observed every teacher at least weekly, and some teachers daily, and provided immediate
 and sufficiently detailed feedback on those observations to teachers.
- In addition to hiring a fourth EL teacher, school leaders expeditiously analyzed the deficiencies of the EL
 program and made substantive changes accordingly.
- School leaders clearly defined what constitutes a high-quality lesson at Stride and trained all teachers on how to deliver such a lesson.

Aspect 4: – The overall quality of the culture for learning in the school has improved as compared to last year and is now established.

The main strengths of the culture for learning:

- School leaders have established a culture of high expectations for student behavior, in part through
 working together as a cohesive team and holding teachers and students accountable for appropriate
 student behavior.
- PBIS is implemented schoolwide this school year and has led to a positive learning environment. As a
 result, suspensions have been reduced dramatically from 174 last year to 0 this year.
- School leaders and teachers ensure that the school is a safe, clean and orderly learning environment for staff and students.
- Teachers feel included, and invested, in the school's goal-setting processes. Teachers believe their opinions
 are valued and considered in decision-making at the school, in part through targeted PLC meetings that
 school leaders often attend.

The most significant aspects of culture for learning recommended as priorities for improvement:

- In part because the practices based on Leader in Me methodologies are no longer prioritized across all classrooms, there are limited tools and assessments to gauge the social-emotional learning skills of students.
- There continue to be a disproportionately high number of EL students and black students in the lowleveled groups and, currently, limited data to fully support all placements.

The culture for learning would be improved if:

- School leaders and teachers collaborate to determine a method to measure the social-emotional learning skills of all students and to use the results of those measurements to inform teaching practices.
- School leaders and teachers confirm that the student assignments to low-level group are based exclusively
 on students' academic achievement and skill levels. Leaders and teachers must ensure that there is
 sufficient and convincing data to support the allocation of all students to each ability group.

Aspect 5: – The overall quality of the curriculum in the school is developing, which represents an improvement over the previous year.

The main strengths of the school curriculum:

- Significant curriculum planning in reading and math occurred before the start of the school year that
 included backwards design curriculum mapping and alignment of both programs with state standards.
 Attention was also given to vertical alignment of curriculum. This has resulted in teachers knowing what
 they are to teach and when it should be taught.
- Data driven instruction is driving the school's curriculum planning process and the school has invested in
 effective tools for data management. Teachers have been given time to create meaningful interim
 assessments and to use data to assess student needs in light of the new curriculum plans.
- Curriculum mapping and standards alignment have also occurred in art and music.
- The school has purchased a much-needed science curriculum (National Geographic) that has been well
 received by the teachers.
- School leaders have facilitated coordination of curriculum between grade level teachers through providing daily common planning time and thoughtful grouping of teachers into PLCs.

The most significant aspects of school curriculum recommended as priorities for improvement:

- The school does not have an effective vision for curriculum to meet the needs of its English Language (EL) students. As a result, teachers are not effective in delivering the planned curriculum to a significant segment of the student body.
- Curriculum mapping and standards alignment have not occurred in social studies and science.
- While students have access to art, music and physical education, the curriculum does not provide
 opportunities for students to access a wide range of rigorous and enriching courses including programs
 that study real-world issues and events. Staff members are unclear about the status of programs that were
 previously integral to the school (i.e. Leader in Me, Second Step).
- Students do not have access to high quality opportunities to develop and use technology across the curriculum.
- Curriculum mapping has not resulted in effective lessons that promote student learning.
- The school does not have an articulated homework policy and is still struggling to provide meaningful
 afterschool activities for students.

The quality of the curriculum would be improved if:

- School leaders and staff adopted and implemented a thoughtful approach to creating curricula to meet the
 needs of the English learner (EL) students in the school. All teachers at the school need to have an EL "lens"
 when planning curriculum.
- Time for additional professional development in the area of EL best practices were made available to all staff. This included school leaders finding time for EL teachers and grade level teachers to engage in

meaningful collaboration about how to meet the needs of the EL students in their classrooms.

- Science and social studies curricula were mapped and aligned with state standards.
- School leaders resolved issues regarding vestiges of former programs in order to either relinquish those
 programs or implement them with fidelity at the school.
- School leaders and staff provided students with access to enriching courses and programs that include the study of real-world issues and technology.
- School leaders and staff developed a consistent homework policy and a realistic and effective approach to
 after school programming.

Aspect 6: – The overall quality of the relationship that the school has with families and community members is established.

(Based on a parent focus group of 7 parents representing 7 families).

The main strengths of the relationship the school has with families and community members:

- The school encourages families to contribute as partners. Approximately 20 parents meet regularly through the school's parent association, PATHS (Parents and Teachers Helping Students). Also, several parents are board members, including the board chair and vice chair.
- School leaders and teachers use formal and informal methods to communicate with parents about their children's academic and personal progress. Report cards are sent home at the end of every quarter and progress reports are sent home mid-quarter so that parents receive formal communications eight times annually.
- This academic year, school leaders are more responsive to parents' needs and more approachable, quickly
 responding to urgent matters expressed by parents and willing to meet with parents at times convenient
 for parents.

The most significant aspects of relationship that the school has with families and the community recommended as priorities for improvement:

The school does not regularly conduct schoolwide celebrations of student achievements.

The quality of the school's links with families and the local community would be improved if:

 School leaders hold school wide events, such as assemblies, to recognize students that are meeting Stride's standards for learning and citizenship.

Aspect 7: – The quality of the way the charter school board demonstrates responsible governance has improved this year and is now beginning with some developing features.

The main strengths of the governance of the school:

In comparison to last year, the board much more pro-actively monitors the effectiveness of the school's
academic program and instructional practices. The new chair and vice chair dedicate much time and effort
to familiarizing themselves with, and overseeing, the academic program. They are now well apprised of
what is happening in the school and much better informed about the academic program. Previously nonexistent operational structures and accountability procedures have now been created (as detailed below).

Discussions with board members during the review revealed an honest and accurate understanding of the school's current challenges.

- The Academic Excellence committee is a functioning committee this year.
- The board now has a school leadership structure that is aligned with charter. The board has three board
 committees Academic Achievements, Finance and Governance and prioritizes those functions.
- The board has clear lines of accountability for leadership roles and accountability to the board. The job
 specifications for the executive director, who reports to the board, is clear. Newly instituted board
 committees have clear charges.
- The board ensures that school leaders have structures to hold staff accountable. School leaders will
 conduct between one and three formal observations of teachers per year in addition to peer reviews to be
 conducted by teachers.
- The board monitors trends and issues in the environment in which charter schools operate. As forms of
 professional development and improvement, board members: attend other school board meetings; ask for
 survey responses of non-board members that attend Stride's board meetings; and all board members will
 attend the January Minnesota School Board Association Conference.
- Board members enact policies and practices that respect diversity. The board's membership now better
 reflects the diversity of the student body, including three board members of African descent. The board
 also articulates the importance of diversity and how it is beneficial to the board.
- Board members articulate a clear understanding of open-meeting laws and conflict of interest regulations; they are aware of their statutory responsibilities with respect to these areas of responsibility. Board meeting minutes are regularly posted in a format readily available to the public and in a timely manner.

The most significant aspects of school governance recommended as priorities for improvement:

- The board does not have an appropriate blend of skills and experience to provide oversight and strategic
 direction to fulfill the mission and goals of its charter. There is no attorney or person with significant
 finance expertise on the board. Several of the educators on the board are teachers at the school, thus
 representing possible conflicts of interest in holding the executive director accountable. Some of the newer
 board parent members do not consistently attending board meetings.
- The board has developed a process to evaluate the executive director every six months though, because
 the executive director has not yet been in his position for six months, the board has yet to formally
 evaluate the executive director's performance. There are no processes for interim 'health check'
 discussions that are necessary given the school's current status.
- Board members do not have a succession plan for either the board, or the school leadership and cannot therefore ensure continuity of purpose and direction.
- Significant legal and compliance issues have been noted by and responded to by the school's authorizers, indicating gaps in the board's execution of necessary responsibilities.

The quality of the school board would be improved if:

- The board continued its efforts to recruit additional board members with the requisite skills and experience
 and to have all board members attend all meetings.
- The board carried out interim evaluative discussions with the executive director, so that ongoing, accurate
 information is continuously gathered to inform the planned 6-month evaluation, and full evaluation is
 implemented before the next school quality review.
- · The board developed a succession plan for board members and school leaders.
- Board members rigorously and consistently attended to and executed all regulatory and statutory
 responsibilities without exception.

Aspect 8: – The quality of the way the school demonstrates fiscal responsibility is established, representing an improvement over the previous year.

The main strengths of the fiscal management of the school:

- The school's budgeting process is thoughtful and collaborative allowing for appropriate input from the
 executive director, principal, business manager, finance committee and full board.
- The board and executive director are proactive in spending resources in order to meet the school's
 academic needs and mission. In particular, the school devotes resources to needed curricular items (i.e.
 science curriculum and special educations supplies) as well as additional staff (i.e. social worker, dyslexia
 specialist and EL staff) to better meet the needs of the students.
- The school's business manager provides detailed reports to the school board, finance committee and
 executive director, which allow all parties to monitor the fiscal state of the school. In addition, considerable
 forethought and problem solving are directed toward effectively managing the budget consequences of the
 schools decreased enrollment this year.
- Sound stewardship in previous years has resulted in a fund balance that provides a cushion for the school
 in a time of declining enrollment.
- Since the last school quality review, procedures for requesting resources have been clarified and streamlined resulting in staff members getting the resources they need.

The most significant aspects of fiscal management recommended as priorities for improvement:

 The school's lease is not affordable given the school's current enrollment. While the board and senior financial manager are pursuing a forbearance arrangement to ease the pressure of lease payments this year, the lease is not sustainable in the long term without substantial increases in student enrollment.

The quality of fiscal management would be improved if:

The board developed a long-term strategy to manage enrollment and its lease payments so that building
costs do not substantially drain funds from the school's general funding.

LTEP	EP	GTEP
x		
	x	
1 1		
1 1		
	x	
1 1	x	
x		
	x	
	x	
	x	
	x	X X X

Key:

Lower than Expected Progress (LTEP) Expected Progress (EP) Greater than expected Progress (GTEP)

Overall Summary

Stride Academy has undergone numerous changes since the 2016-17 school year. The school's student population declined by 52 percent (337 students) since 2016-17. Over the summer, the school quickly hired a new executive director who in turn soon hired a new principal. The board has a new chair and vice chair. These changes have led to some improvements as compared to 2016-17, notably in the development of school climate. The quality of learning and teaching, however, especially for English learners, has not improved, and this is a significant area for needed attention, given the school's population.

Overall, leadership and management, the culture for learning, curricula, board governance, and fiscal responsibility have improved this year. The new school leaders have instituted many changes that can set the school and its students up for greater success. The executive director and principal are much more present and participatory in academic planning sessions and responsive to the needs and requests from a range of school stakeholders. The school culture and learning environment have improved since the last review in January 2017. Stakeholder discussions during the current review indicated that after a very unstable start to 2017, since the spring, improvements were noted, and the 2017-2018 school year began with a renewed focus on establishing school wide behavioral norms. New structures are in place, and professional learning communities are more effectively utilized, to use interim assessment data to inform instructional and curriculum planning. And the process for special education referrals is improved through being better codified, documented and based in part on student assessment results.

At the time of this visit, however, those systems and structures have yet to produce positive changes, results and practices in classrooms. The needs of English learners continue to not be fully met: EL students are not receiving all of the support they need, especially during extended whole group direct instruction sessions; EL teachers do not have regularly scheduled times to meet with general education teachers; and general education teachers are not sufficiently trained on how to meet the needs of EL learners – this is particularly problematic because students learning English represent an even larger proportion of total students (35 percent) this year. Remarkably, in a school with a high EL population, students continue to have little to no opportunities to discuss their ideas or work collaboratively to solve problems. Also continuing a trend observed in last year's school quality review, very few academic activities sufficiently challenge students and promote students' higher-order thinking skills. In addition, instructional leaders are not conducting frequent classroom observations followed by informative feedback to teachers to support the improvement needed in their practice.

Though not all of the areas for improvement can show full improvement in just a few months' time, with redoubled efforts it is possible for the school to show growth in these areas by the next school quality review.



EXHIBIT B

R.E. Topoluk Executive Director

November 10, 2016

VIA CERTIFIED & ELECTRONIC MAIL

Board of Directors ATTN: School Board Chair Stride Academy 3241 Oakham Lane St. Cloud, MN 56301

To: The Board of Directors of Stride Academy

NOTICE OF INTENT TO TERMINATE / NOT RENEW CHARTER CONTRACT

Charter Contract Section 11.1(a) requires that Stride Academy submit a renewal application to Friends of Education by September 1st and states that Friends of Education will advise the school within four weeks of receipt of the school's final external audit as to whether Friends of Education intends to offer the school a renewal charter contract. Friends of Education received Stride Academy's renewal application on September 1, 2016, and its final external audit on October 18, 2016.

Corrective Action Renewal

Stride Academy was previously in renewal during the 2013-2014 school year, with its previous charter contract expiring June 30, 2014. Due to the Academy's academic record in improving pupil learning and student achievement, as summarized by its Multiple Measurement Ratings and Focus Ratings discussed below, but in view of the Academy's record regarding inadequate oversight and inadequate controls related to financial and state reporting, Friends of Education granted the Academy a corrective action renewal. As identified in charter contract section 11.1(a)(3) and charter contract Exhibit N, in order to be granted additional renewals, the Academy must continue to improve pupil learning and student achievement, resolve the deficiencies causing the corrective action renewal, and not create additional deficiencies. Friends of Education attended the Academy's May 15, 2014, board meeting and reviewed, with the Academy's entire board, the charter contract renewal terms and implications of a corrective action

200 Lake Street East, EX0-01-A, Wayzata, MN 55391

renewal. At that time, Friends of Education also reviewed its May 8, 2014, letter to the Stride Academy board which letter stated, in part:

We remind STRIDE that the Minnesota legislature amended the charter school act in 2013, requiring future renewals be based on the school's ability to improve pupil learning and student achievement for all students. Accordingly, we urge the school to thoroughly evaluate its program to ensure any gaps and necessary remediation are adequately addressed. For example, we note that the school's economically-disadvantaged students in 2013 performed at a significantly lower rate than the school's other students and lower than their historical comparative performance at the school.

On October 16, 2015, Friends of Education met with the Stride Academy board chair and school leader, to review the academic results of the first year of the contract term (2014-2015) and expressed concern regarding Stride Academy's declining performance and renewal implications. Friends of Education's follow-up October 17, 2015, email to Stride's board chair and school leader stated, in part:

Friends of Education's tremendous concern is the downward trend in academic indicators over the past several years and concern that the trend – without intervention by the school – will continue.

At the board chair's and school leader's invitation, Friends of Education presented Stride's historical performance, Friends of Education's concerns, and renewal implications to the Stride Academy board on November 19, 2015.

ACADEMIC ACHIEVEMENT

Charter Contract Academic Outcomes / Goals

Stride Academy's pupil performance/student achievement outcomes/goals set forth in the Charter Contract Exhibit F and the school's actual performance are:

Subject Area	Charter Contract Exhibit F	Actual Performance
Alea		
	Outcomes/Goals	FY2016
State	Absolute Proficiency.	Not Achieved.
Assessments	By the conclusion of	
(45%)	FY2016, the school-	Math. The school's 2016 math proficiency rate for
weight)	wide proficiency rate	students who have been in the school for at least three
	for students who have	years was 68.5%, five and a half points less than goal.
	been at Stride for three	
	or more years will be no	Reading. The school's reading proficiency rate for
	less than 74% for math	students who have been in the school at least three years
	and 72% for reading.	was 58.2%, almost fourteen points less than goal.
	0	
		(Source: Stride Academy's Renewal Application)

Comparative Proficiency: Each year,	Substantially	y Achieve	d.		
the School will	Reading				
demonstrate higher grade level and school wide proficiency rates than the St. Cloud school district for	Grade	Maran	Stride	St Cloud	Comparison Schools: Westwood Elem & South Jr
reading, math, and		Year		District	South Jr
science (for the same	03	2015	62.90% 63.49%	47.43%	
grades as offered by the	04	2015	56.36%	51.69%	
School),	06	2015	60.47%	51.64%	
	07	2015	27.91%	42.53%	
and	08	2015	42.42%	51.17%	
100 87 87 88 8818	ALL	2015	54.18%	48.42%	51.57%
higher school-wide	03	2015	30.34%	45.86%	51.5770
proficiency rates than a	03	2016	47.89%	46.94%	
St. Cloud district school	05	2016	56.16%	55.21%	
(for the same grades as	06	2016	55.00%	46.81%	
offered by the School) which the School	07	2016	40.91%	44.09%	
students would	08	2016	32.35%	43.47%	
otherwise likely attend	ALL	2016	44.20%	47.12%	49.10%
for reading, math, and science.	Math				
	Grade	Year	Stride	St Cloud District	Comparison Schools: Westwood Elem & South Jr
	03	2015	77.42%	60.50%	
	04	2015	69.84%	57.60%	
	05	2015	46.43%	39.50%	
	06	2015	48.84%	40.98%	
	07	2015	42.86%	36.48%	
	08	2015	39.39%	49.93%	
	ALL	2015	56.86%	47.76%	49.67%
	03	2016	56.18%	55.13%	
	04	2016	54.93%	51.03%	ļ
	05	2016	50.68%	38.24%	
	06	2016	50.82%	36.71%	
	07	2016	38.64%	36.87%	2
	08	2016	32.35%	43.69%	
	ALL	2016	49.73%	43.84%	49.10%

Science	
Compa	rison
Schools	I
Westw	ood
St Cloud Elem &	
Grade Year Stride District South J	r
05 2015 54.55% 41.76%	
08 2015 30.30% 36.87%	
ALL 2015 45.45% 39.39% 44	4.97%
05 2016 53.42% 47.08%	
08 2016 26.47% 31.24%	
ALL 2016 44.86% 39.53% 39	9.56%
(Source: Minnesota Department of Education, Data Reports and An Assessment files, MCA reports)	nalytics,
Growth. Each year, the Not Achieved.	
School's growth z-score	
average, as published <u>Z-score Average</u> :	
with the state's release 2015: -0.058515	
of MMR data, will 2016: -0.260628	
exceed 0.	
Non-proficient high-growth percentage:	
In addition, each year, 2015 Math: 12.5%, 37.5 points less than goal	
the percentage of non- 2015 Reading: 13.1%, 36.9 points less than goal	
proficient students 2016 Math: 23.6%, 26.4 points less than goal	
achieving high growth 2016 Reading: 21.2%, 28.8 points less than goal	
will be at least 50% in reading and math. (Source: Minnesota Department of Education: Growth Summ	wary.
reading and math. (Source: Minnesota Department of Education: Growth Summ MMR District Downloads)	, , , , , , , , , , , , , , , , , , ,
Achievement Gap Not Achieved.	
Reduction. By the Black White SpEd FRL	ELL
conclusion of FY2016, 2013	
for both reading and Proficiency	
math, the proficiency Math rate 35.4 67.0 32.7 49.0	ctstr
rate for each subgroup Math Goal 59.6 79.4 57.9 68.1	
for students who have 2016	
been at Stride for three Proficiency	
or more years and for rate of which the School had students	
publicly with 3+	
reportable/sufficient Math years 37.0 72.2 14.0 54.7	
subgroup counts in	
2013 will be no less 2013	<u> </u>
than: Proficiency	
	ctstr
[0.375 * (100- Reading rate 36.2 60.8 31.4 44.8	- ceser

		I						
	proficiency rate)] +		2016					
	2013 subgroup		Proficiency					
	proficiency rate		rate of					
			students					
			with 3+					
		Reading	years	36.8	59.7	13.3	•	
			de Academy's l		Applicati	on;		
			olication omits	result)				
Nationally	Each year, the School	Achieved.						
Normed	will administer a							
Assessment	nationally-normed		ts who were					ears
(25%)	assessment in each	and scored	below the 75	⁵ perce	entile in	creased	l their	
weight)	grade. At least 50% of	national per	rcentile rank	ing at le	east one	percen	tage p	oint at
	the students who were	a rate rangi	ng from 47%	6 to 100)%.			
	enrolled in FY2014 and							
	below the 75th	(Source: Stri	de Academy's l	Renewal	Applicati	on)		
	percentile and who							
	remain in the school							
	through FY2016 will							
	increase their national							
	percentile ranking at							
	least one percentage							
	point.							
School	Academic Governance.	Not Achiev	ed					
Culture	The School will	Not Achiev	cu.					
(20%)	implement an Academic	Academic	Governance I	Diam: N	Io demo	notrativ	on of t	oard
	Governance Plan to		approval of					
weight)	critically evaluate and	adoption of	appiovaroi	Acadel	inc Gov	CILIALIC	C F Iali	-
		Minutae. B	loand minute		t in alm d			
	strategically lead the School's academic		loard minute					
			ical evaluati		-	-	-	
	performance and	-	erformance a	and imp	oroveme	nt or su	ımmaı	ies
	improvement. The	thereof.						
	School shall include a							
	summary of its							
	finding's in the	(Source: Str	ide Academy b	oard min	utes)			
	School's board minutes							
	no less than twice							
	annually.							
	Data Driven Instruction.	Substantial	ly Not Achie	ved.				
	The School will							
	continue to implement	School Yea	ar: 2014-20	15:				
	DDI summative	DDI not im	plemented:	assessi	ments no	ot relate	ed to	
	assessments on a	instruction.						
	quarterly basis in all							
	grades in at least	Review Res	sults within 4	<u>48 hour</u>	s with le	eader:	Not	
	reading and math. The	implemente	d; results no	t review	wed with	nin 481	iours.	
	×	-						

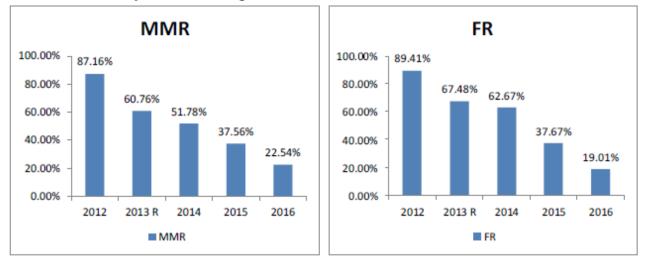
	School's teachers will review results with the designated leader within 48 hours following the assessment and will re- teach necessary components the week following the assessment. The School will invite Friends to attend all quarterly meeting to review results.	Reteach Necessary Components the week following assessment: Not Implemented. Friends of Education invited to DDI meetings: The School did not invite Friends to attend any DDI meetings. (Source: Stride Academy staff, Friends of Education staff) School Year: 2015-2016: DDI not implemented first quarter (assessments not related to instruction); DDI implemented second and third quarter. Review Results within 48 hours with leader: Results not reviewed within 48 hours. Reteach Necessary Components the week following assessment: Unknown. Friends of Education invited to DDI meetings: The School did not invite Friends to attend any DDI meetings. (Source: Stride Academy staff, Friends of Education staff) School Year: 2016-2017 Friends of Education notes that the school has made some positive revisions to its implementation of DDI.
Additional Measures	<u>Attendance.</u> Each year, the School will maintain at least a 95%	Achieved. 2014-2015: 96.0%
(10% weight)	student attendance rate	2014-2013: 90.0%
		(Source: Minnesota Department of Education, Report Card)
	Satisfaction Survey. Each year, at least 80%	Achieved.
	of all parents and staff	2014-2015: 84% 2015-2016: 83%
	returning the annual survey will indicate overall satisfaction with the School.	2015-2010: 83% (Source: Stride Academy's Renewal Application; 2015-2016 Parent Survey)
	I	

On October 26, 2016, Friends of Education met with and reviewed the foregoing academic performance information with the Stride Academy board chair and school leader who did not disagree. Friends of Education also reviewed the academic performance information which follows with the board chair and school leader at the same meeting.

Additional Measures of Academic Performance

Charter Contract section 11.1(a)(1) states that Friends of Education will also consider any compelling evidence of improved pupil learning and student achievement on Department of Education measures other than the attainment of outcomes/goals specified in Charter Contract Exhibit F. Additional Minnesota Department of Education measures indicate that the Academy is *not* improving pupil learning and student achievement.

Stride Academy's Multiple Measurement Rating (MMR), which is the state's overall assessment of the school's academic performance, has declined by more than sixty points. The Academy's Focus Rating, which is the state's measurement of the degree to which the school is reducing the achievement gap, has declined by more than seventy points. The Academy's historical ratings¹ are:



Stride Academy previously led public schools in reducing the achievement gap, as evidenced by its high focus ratings and now contributes to the achievement gap.

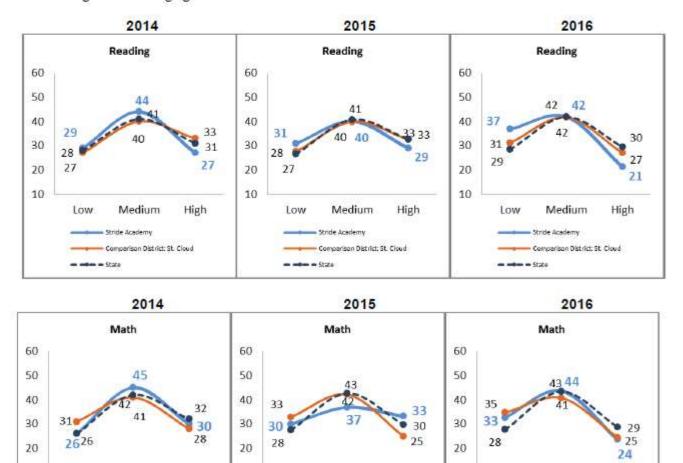
Designations: The Minnesota Department of Education designated Stride Academy a Reward school for school years 2012-2013, lower school; 2013-2014, lower school; 2011-2012 middle school; which means that Stride Academy was in the top 15% of all Title 1 elementary or middle schools in the state. The Minnesota Department of Education designated Stride Academy a Celebration Eligible school for school years 2011-2012, lower school; 2014, middle school; 2014-2015, combined schools, which means that Stride Academy was in the top 40% of all Title 1 elementary or middle schools in the state.

In summary, Stride Academy's academic performance has declined from being in the top 15% of all Title 1 schools in the state to being in the bottom 25% of Title 1 schools in the state.

¹ The Academy historically had two campuses and began moving grades from its lower school to its middle school such that the schools were fully consolidated into one campus for the 2014-2015 school year; consequently, the Academy had two MMRs for 2012 – 2014 and one MMR for 2015 and 2016. The MMRs shown are the middle school MMRs for 2012 – 2014 and the consolidated MMRs for 2015 and 2016. The lower school's MMRs are: 2012, 57.87; 2013R, 84.70; 2014, 88.53; note that as the Academy moved grades from its lower school to its middle school, the lower school MMRs increased while the middle school MMRs decreased.

Individual Student Growth

Stride students' individual growth, in both reading and math demonstrates that, in the previous three years, increasingly more students achieve low growth than high growth in reading; and math performance has degraded such that in 2016 significantly more students achieved low growth than high growth.



10

Low

- State

10

Low

- ----- State

Medium

Comparison District: St. Cloud

Stride Academy

High

Medium

- Comparison District: St. Cloud

Stride Academy

High

10

Low

Medium

- Comparison District: St. Cloud

Stride Academy

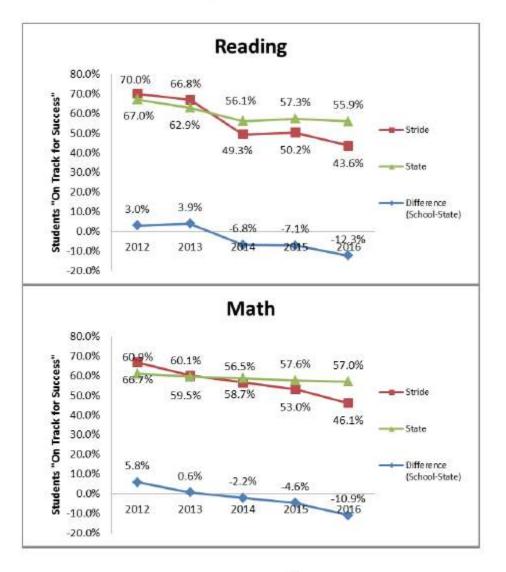
- - State

High

On-Track Growth

"On Track" growth is calculated by adding the % of students who scored proficient on the state assessments and who achieved medium or high growth to the % of students who did not score proficient on the state assessments but who achieved high growth. The sum of these three growth categories (proficient medium growth, proficient high growth, nonproficient high growth) are identified because they are most likely to lead to continued proficiency for the already-proficient student, and increased proficiency for the non-proficient student.

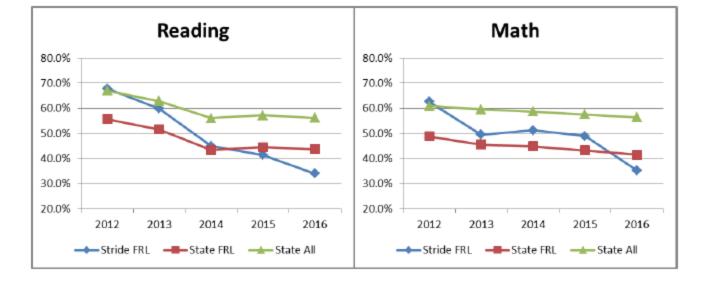
Stride's historical on-track growth, when compared with the state, demonstrates consistent decline in both reading and math on-track growth. Whereas Stride students once exceeded state average growth levels, Stride students have fallen to double digits below the state average in both reading and math on-track growth.

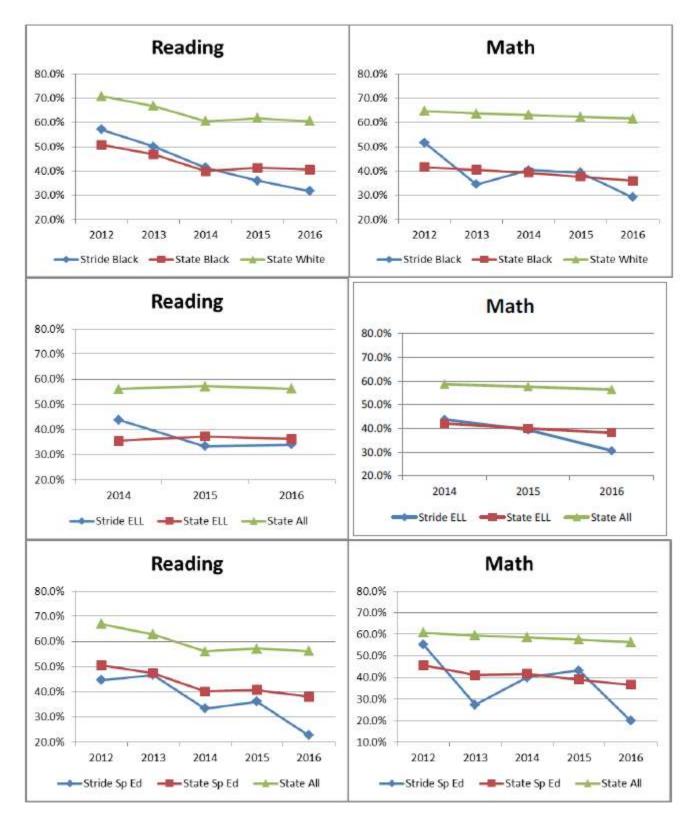


On-Track Growth by Student Groups



Note that all student groups show decline in on-track growth in both reading and math.

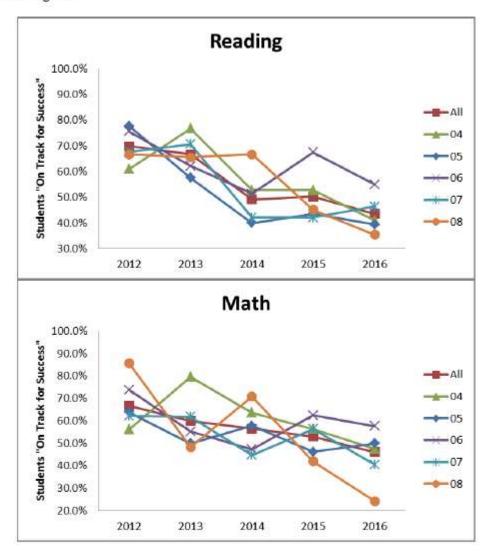






On-Track Growth by Grade

Most grades show historical and successive decline in on-track growth; the notable exceptions are sixth and seventh grades which showed gains in 2015 in both reading and math, and seventh grade reading in 2016 which continued the 2015 gains.



Z-Scores

Z-scores are a standardized measure that compares school data to state average data for the same grades. A z-score of 0 means average. Positive z-scores mean the school is **above** the state average and negative numbers mean the school is **below** the state average

Stride's reading and math <u>combined</u> z-score averages have historically been below 0 and have steadily declined. All reportable subgroups have significantly declined during the contract period.

Reading	2014	2015	2016
Black	0.025428	-0.146323	-0.363548
LEP	0.068912	0.005657	-0.252180
Special	-0.187315	-0.162253	-0.453971
FRP	-0.060114	-0.260186	-0.339977
All Reading Combined	-0.028259	-0.081772	-0.298461

Math	2014	2015	2016
Black	-0.159872	-0.115824	-0.315830
LEP	0.050606	-0.176039	-0.272448
Special	-0.234800	0.036244	-0.394140
FRP	-0.094907	-0.017220	-0.280943
All Math Combined	-0.072730	-0.086157	-0.240188

Reading and Math Combined	2014	2015	2016
Weighted Average	-0.053877	-0.058515	-0.260628

The Combined Weighted average z-score % (NCE) rankings are:

2014	2015	2016
44.0	47.1	29.6

Intended Action

As demonstrated in this notice, the Academy has not continued to improve pupil learning and student achievement. Consequently, Friends of Education intends to not renew the charter contract of Stride Academy.

Informal Hearing

Stride Academy may request, in writing and within fifteen (15) business days of receiving this notice, an informal hearing before Friends of Education. Friends of Education will give the school at least ten(10) business days' notice of the hearing date; Friends of Education will send the school a "Notice of Hearing" which will identify the date, time, and location of the hearing.

At the hearing, Friends of Education will provide brief introductions and ask Stride Academy personnel attending to do the same. Friends of Education will then invite Stride Academy to present its case: the hearing will be Stride Academy's opportunity to convince Friends of Education to renew the charter contract, and what information Stride Academy presents at the hearing is entirely the decision of Stride Academy. For example, Stride may choose to present evidence that it is improving all pupil learning and all student achievement, respond to the information contained in this Notice of Intent to Terminate / Not Renew Charter Contract, and/or bring to the attention of Friends of Education any other information which Stride Academy wants Friends of Education to know and consider. Friends of Education may ask questions during and after Stride Academy's presentation. The duration of such informal hearings is generally 90 – 120 minutes.

In preparation for the hearing, Friends of Education reminds Stride Academy that the primary purpose of charter schools is "to improve all pupil learning and all student achievement," Minn. Stat. 124E.01, and that -- pursuant to state law -- the performance of all students under the primary purpose is "the most important factor in determining whether to renew the contract," Minn. Stat. 124E.10 Subd. 1(13).

Friends of Education will take final action to renew or not renew the contract no later than twenty (20) business days before the proposed contract termination date (contract termination date is June 30, 2017). Refer to Minn. Stat. 124E.10 Subd. 4 and §10.3 of the charter contract for additional information.

Very truly yours,

Jefuli

cc: Minnesota Department of Education