

CHARTER SCHOOL / AUTHORIZER AGREEMENT

The University of St. Thomas (hereinafter “Authorizer”) and Cornerstone Montessori Elementary School (hereinafter “School”) are entering into this Agreement as of July 1, 2023 for the purposes of defining the responsibilities and obligations of each party with respect to the operation of a charter school. It is the intention of the parties that this Agreement will comply with all requirements of the Charter Law (as such term is defined below).

SECTION 1. DEFINITIONS.

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

- 1.1 “Agreement” means this Charter School/Authorizer Agreement between the Authorizer and the School as is required by *Minnesota Statutes* §124E.10, Subd. 1(a). (Charter contract).
- 1.2 “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant to those laws.
- 1.3 “Application Information” means the charter school application information and supporting documentation submitted to the Authorizer for the Authorizer to grant the charter to the School. The critical Application Information is attached to this Agreement as Attachment 1 and by this reference is made a part of this Agreement. The Application Information may be amended from time to time by the Charter School Board provided that significant changes are approved in advance by the Authorizer. The School will be accountable for implementing the program described in the Application Information. In the event that there is an inconsistency or dispute between the provisions in the Application Information and this Agreement, the provisions of this Agreement shall be followed.
- 1.4 “Charter Law” means the *Minnesota Statutes* §124E *et seq.*, as amended, and any rules or regulations adopted by the Commissioner relating to this law.
- 1.5 “Charter School Board” means the Board established to govern the School, as provided under *Minnesota Statutes* §124E.06-§124E.07.
- 1.6 “Commissioner” means the Commissioner of the Minnesota Department of Education.
- 1.7 “Department” means the Minnesota Department of Education.
- 1.8 “School” means Cornerstone Montessori Elementary School which is established as a charter school pursuant to this Agreement and which is incorporated pursuant to *Minnesota Statutes* §317A.
- 1.9 “School Information” includes all educational data, as defined in *Minnesota Statutes* §13.32; any and all data related to employees; any and all complaints filed by the School as required

by law and all complaints filed against the School; any and all investigative files and the results of any investigations; and any and all financial information as required to be disclosed under Section 7.7.

1.10 “Authorizer” means the University of St. Thomas, with its official office located at 2115 Summit Avenue, St. Paul, MN 55105. The Authorizer represents and warrants that it is an organization eligible to authorize charter schools in Minnesota as provided for in the Charter Law.

1.11 “School Year” means July 1 through June 30.

SECTION 2. TERM.

The term of this Agreement is **5** years, commencing on the date of this Agreement, **July 1, 2023** as identified above, and continuing through **June 30, 2028** unless terminated earlier pursuant to Sections 9 or 10 of this Agreement.

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

3.1 Purpose of the School. The School will be organized and operated to achieve more than one purpose as described in the Application Information and as provided for in the Charter Law, including the primary purpose: to improve all pupil learning and all student achievement.

3.2 Description of the Program. The School’s program will be as described in the Application Information. The School agrees to operate in a manner consistent with the Application Information unless the School and the Authorizer agree to amend the approved charter.

3.3. Content Standards. The School’s educational program shall meet or exceed Minnesota Academic Standards.

3.4 Curriculum. The School shall implement the curricula described in the Application Information, supplemented with other curricula that may be helpful to the School’s academic progress to the extent that such curricula meet or exceed Minnesota Academic Standards. The School may, without seeking Authorizer approval, make reasonable modifications to its approved curriculum to permit the School to meet its educational goals and student achievement standards. Any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the approved curriculum to cease to be in operation will require approval from the Authorizer and an amendment to this Agreement.

3.5 Performance Indicators and Evaluation.

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

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

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

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

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

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

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

SECTION 4. LEGAL STRUCTURE AND AUTHORITY OF THE SCHOOL.

Legal Structure.

- (a) Nonprofit Status. The School is organized and operated as a nonprofit corporation under *Minnesota Statutes* Chapter 317A, as amended.
- (b) Articles of Incorporation. The School’s articles of incorporation are Attachment 3 (“Articles”). The School will submit any modification of the Articles to the Authorizer within five (5) business days of approval by the Charter School Board.
- (c) Bylaws. The School’s bylaws are Attachment 4 (“Bylaws”). The School will notify the Authorizer of any proposed amendments to the Bylaws. At its discretion, the Authorizer may review and comment on the proposed amendments. The School will consider the Authorizer’s review and comment, and will submit to the Authorizer any amendments to the Bylaws within five (5) business days of approval by the Charter School Board. Pursuant to *Minnesota Statutes* §124E.07, Subd. 4, Authorizer approval is required if the Charter School Board wishes to change its governance structure.
- (d) Affiliated Nonprofit Building Corporation. If eligible under *Minnesota Statutes* §124E.13, Subd. 3, the School may form an affiliated nonprofit building corporation which complies with all legal requirements. The School or its affiliated nonprofit building corporation must receive a positive review and comment from the Commissioner as detailed in *Minnesota Statutes* §124E.13, Subd. 4.
- (e) Authorized Grades. The authorized grades will be as specified in the Application Information. If the Application Information provides for a phase-in of the grades, this phase-in will not be changed without prior written consent of the Authorizer.
- (f) Program Expansion. The School will not expand its site or grade levels beyond that specified in the Application Information without application to and approval by the Authorizer, and without the Authorizer’s submission of a supplemental affidavit to the Commissioner. The Commissioner must approve the supplemental affidavit consistent with *Minnesota Statutes* §124E.06, Subd. 5.

SECTION 5. LOCATION OF THE SCHOOL

The School shall be located at **LOCATION: 1611 Ames Avenue, St. Paul, MN 55106**

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

SECTION 6. PRE-OPENING REQUIREMENTS

To demonstrate the School’s readiness to open successfully, the School is required to meet a set of pre-opening benchmarks by specified dates as set forth in the “Ready-to-Open Process”. If the

School fails to meet the pre-opening requirements within the required timeframes, the opening of the School will be postponed by one year in accordance with *Minnesota Statutes* §124E.06 Subd. 3(g). If the school is an existing school renewing its contract this section does not apply.

SECTION 7. OPERATING REQUIREMENTS

7.1 Governance.

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

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

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

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

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

(f) Affiliation. Notwithstanding any provision to the contrary in the Charter, Application, or the Articles and Bylaws, in no event shall the Charter School Board, at any time, be composed of voting members of whom a majority are directors, officers, employees, agents, or otherwise affiliated with any single entity (with the exception of the School itself), regardless of whether said entity is affiliated or otherwise partnered with the School. For the purposes of this paragraph, "single entity" shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates, and partners. The Authorizer may, at its sole discretion, waive this restriction upon a written request from the School.

- (g) Non-Commingling. Assets, funds, liabilities, and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authorizer.
- (h) Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, *Minnesota Statutes* §13D. The Charter School Board will provide proper written notice to Authorizer of all board meetings including special, regular, and emergency.
- (i) Frequency of Meetings. The Charter School Board will meet as provided in the Bylaws. A copy of the agenda, minutes, financial statements and all related documents will be provided to the Authorizer at least three days prior to the meeting. At the request of the Authorizer, the Charter School Board will provide the Authorizer an opportunity to address the Charter School Board regarding matters determined by the Authorizer.
- (j) Charter School Board Training. The Charter School Board will participate in training consistent with the *Minnesota Statutes* §124E.07, Subd. 7. In addition, the Charter School Board will submit its plan for training to the Authorizer if requested by the Authorizer and attend training reasonably required by the Authorizer.
- 7.2 Non-Sectarian. The School will be nonsectarian in its programs, admission policies, employment practices and all other purposes.
- 7.3 Tuition and Fees. The School will not charge Minnesota residents tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law. The School will comply with the Minnesota Public Schools Fee Law, *Minnesota Statutes* §123B.34-39, which governs authorized and prohibited student fees.
- 7.4 Home School. The School will not be used as a method of providing education or generating revenue for students who are being home schooled pursuant to *Minnesota Statutes* §120A.22.
- 7.5 Enrollment. The School will follow student admission requirements as stated in *Minnesota Statutes* §124E.11.
- (a) Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, *Minnesota Statutes* §363A.
- (b) Admissions. The School's admission policies and procedures are attached to this Agreement as Attachment 5.
- (c) Student Transfers and Exits. Any student exit out of the School will be documented by an exit form signed by the student's parent or guardian, which affirmatively states that the student's transfer or exit is voluntary. The School will collect and report to the Authorizer, in a format required or approved by the Authorizer, exit data on all students transferring from

or otherwise exiting the school for any reason (other than graduation), voluntary or involuntary. Such exit data will document the date of and reason(s) for each student departure. In the event that the School is unable to document the reasons for a voluntary withdrawal, the School will notify the Authorizer and provide evidence that it made reasonable efforts to obtain documentation.

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

7.6 Reporting to the Authorizer.

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

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

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

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

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

(a) Procedures and Controls. At all times, the School will maintain appropriate governance and managerial procedures and financial controls, which shall include but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) a checking account; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing

such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

7.10 Employment and Staffing.

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

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

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

7.11 School Facilities.

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

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

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

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

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

7.13 Health and Safety.

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

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

7.14 Human Rights. The School will comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with *Minnesota Statutes* §121A.04, which governs provision of equal opportunities for members of both sexes to participate in athletic programs.

7.15 Student Dismissal. The School will comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), *Minnesota Statutes* §§121A.40-56. The School Board shall maintain a disciplinary policy and procedure consistent with MPFDA prior to enrolling students.

7.16 Students with Disabilities. The School will comply with *Minnesota Statutes* §125A and §124E and applicable rules and Federal law relating to the education of pupils with a disability as though it was a school district. Consistent with the provisions of *Minnesota Statutes* §124E.21, the financial parameters within which the School will operate to provide the special education instruction and related services to pupils with disabilities will be based

on the needs of the student as defined by the student’s evaluation and by the instruction and related services provided to the student as specified in the student’s individual education plan (IEP).

- 7.17 English Language Learners. The School will at all times comply with all Applicable Law regarding the education of English language learners, including but not limited to *Minnesota Statutes* § 124D.58-65 the Elementary and Secondary Education Act (ESEA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA). The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School will employ and train teachers to provide appropriate services to English language learners, and will assure compliance with any and all requirements of Applicable Law regarding services to English language learners.
- 7.18 Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a school district for the purposes of tort liability under *Minnesota Statutes* §466. The School will acquire and keep in full force and effect the insurance coverage required by the Applicable Law. The Authorizer will be named as an additional insured on such policies. The School agrees to provide the Authorizer with certificates of insurance on an annual basis. The types and amounts of insurance held by the School are included as Attachment 6.
- 7.19 Compliance Agreement. Charter School Board members agree to comply with all Applicable Laws governing organizational, programmatic, and financial requirements applicable to charter schools. Signed agreements indicating each member’s agreement to comply are attached to this Agreement as Attachment 7.
- 7.20 Other Reports. The School and the Authorizer will file all reports with the Commissioner consistent with the procedures established by the Commissioner.

SECTION 8. AUTHORIZER’S DUTIES AND OVERSIGHT FEE

- 8.1 Oversight Plan. The Authorizer will implement a plan, outlined in Attachment 8 (“UST Accountability and Oversight System”), to provide ongoing oversight to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the law regarding Authorizing. The Authorizer reserves the right to periodically update and replace its oversight tools in efforts to continuously improve its practice. Updated tools will be available in the Authorizer’s Program Guide, updated annually.
- 8.2 Authorizer’s Duties. In order to address the provisions of Section 8.1 above, the Authorizer will use attachments from this contract, including the evaluation rubric included as part of Attachment 2 (“School Accountability System),” as oversight tools and plans. As noted above, the Authorizer reserves the right to periodically update and replace its oversight tools in efforts to continuously improve its practice. Updated tools will be available in the Authorizer’s Program Guide, updated annually. The formal written performance evaluation completed prior to contract renewal is included as Attachment 9 (“UST Evaluation”).

- 8.3 Authorizer Report to the Board. The Authorizer will annually provide the Charter School Board, in writing, the Authorizer’s evaluation of the School’s performance and how well the School is meeting the provisions of this contract.
- 8.4 Authorizer Oversight Fee. The School shall pay the Authorizer the following fee for Authorizing and overseeing the School:
- (a) Fee. The School will pay the Authorizer the maximum fee allowed under the Charter Law during the term of this Agreement.
 - (b) Payment. The School will pay the fee described in Section 8.4(a) within 30 days of receipt of the Authorizer’s invoice.
- 8.5 Liaison. The Authorizer may designate a liaison for the School and will inform the School annually of the name of this person. The Authorizer will provide the School at least 30 days written notice of any change to the liaison.
- 8.6 Communication of Areas of Concern.
- (a) Communication. It is the intent of the parties to address areas of concern in a non-adversarial process whenever possible. To that end, the parties agree to communicate areas of concern and to address those concerns in a professional manner.
 - (b) Feedback. The Authorizer will provide the Charter School Board feedback at least annually regarding the performance of the School. The primary feedback will be in the form of an annual evaluation consistent with the School’s Accountability System and the Authorizer Oversight Plan.
 - (c) Intervention. If the Authorizer has areas of concern regarding the performance of the School, the “Intervention Policy” as provided in Attachment 10 will be followed.
- 8.7 Tuition Remission Plan for Charter School Staff.

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

school to use St. Thomas for their professional education as a condition of continued authorization of the school.

SECTION 9. NONRENEWAL OR TERMINATION BY AUTHORIZER FOR GOOD CAUSE

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

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

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

(a) Notice to School. If the Authorizer makes a preliminary decision to not renew or to terminate this Agreement, then the Authorizer will notify the School of the proposed action in writing, per Charter Law. Such written notice must be sent to the Chair of the Charter School Board and the Director of the School. The notice will state the grounds for the proposed action in reasonable detail. The notice will state that the Board may request, in writing, an informal hearing before the Authorizer as allowed by *Minnesota Statutes* §124E.10, Subd. 4.

(b) Board's Response. Within 15 business days of receipt of the notice of termination or non-renewal under Section 9.1, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within the 15-business-day period will be treated as acquiescence to the proposed non-renewal or termination. If the Board requests an informal hearing, then included with the request for an informal hearing, the Charter School Board will provide documentation or other evidence in writing to the Authorizer that addresses the issues raised in the notice for termination or non-renewal.

(c) Schedule for Hearing. Upon receipt of the request for an informal hearing before the Authorizer from the Charter School Board, the Authorizer will follow *Minnesota Statutes* §124E.10, Subd. 4 in providing notice to the Charter School Board of the hearing date.

(d) Hearing. The parties agree that the hearing will not be subject to the requirements of *Minnesota Statutes* §14. The hearing will be informal. Both the Charter School Board and the Authorizer may be represented by legal counsel.

(e) Authorizer Decision. In any nonrenewal proceedings, the Authorizer will take final action to renew or not renew this Agreement no later than 20 business days before the end date of this Agreement. In any termination proceedings, the Authorizer will take final action to terminate or not terminate this agreement no later than 20 business days before the proposed date of termination. The Authorizer will give notice of the final action, in writing, to the Board and will file a copy with the Commissioner.

9.3 Dissolution. If this Agreement is terminated or not renewed based on the criteria in Section 8.1, above, the School will be dissolved according to the applicable provisions of *Minnesota Statutes* Chapter 317A or 308A. The school will follow the School Closure Plan as provided in Attachment 11 to enact an efficient dissolution.

9.4 Distribution of Property Not Owned by School. In the event of dissolution of the School, all property that it might lease, borrow or contract for use, will be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

9.5 Distribution of Property Owned by School. All property that has been purchased by the School will remain its own property. In the event of subsequent dissolution of the School, after all financial obligations are met, the property will be distributed to other charter schools consistent with the guidelines of the Commissioner.

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

SECTION 10. MUTUAL AGREEMENT FOR NONRENEWAL OR TERMINATION

10.1 Non-Renewal. The Authorizer and Charter School Board may mutually agree to not renew this Agreement in accordance with the provisions of *Minnesota Statutes* §124E.10, Subd. 5, in which event the Authorizer and the School will jointly submit their intent in writing to the Commissioner no later than 90 days prior to the end date of the term of this Agreement. Nonrenewal by mutual agreement under this subsection is not an available option if proceedings for a unilateral nonrenewal action by the Authorizer are commenced under Section 9 of this Agreement.

10.2 Termination. The Authorizer and the Charter School Board may mutually agree to terminate this Agreement during the term in accordance with the provisions of *Minnesota Statutes* §124E.10, Subd. 5, in which event the Authorizer and the School will jointly submit their intent in writing to the Commissioner no later than 90 days prior to the date of termination. Termination by mutual agreement under this section is not an available option if proceedings for a unilateral termination action by the authorizer are commenced under Section 9.

- 10.3 Information to New Authorizer. If a new Authorizer is approved by the Commissioner, the current Authorizer will provide the new Authorizer information about the fiscal, operational, and student performance of the School as required by *Minnesota Statutes* §124E.10 Subd.5.

SECTION 11. GENERAL TERMS.

- 11.1 Amendments. This Agreement may not be amended without a written agreement executed by both parties. If the authority of the School or Authorizer is altered by legislative act, this Agreement is automatically amended to reflect the change in law as of the effective date of such change.
- 11.2 Authorizer Authority. Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, power, or administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future.
- 11.3 Exclusive Criteria for Authorizer Action. All decisions by the Authorizer concerning contract renewal, nonrenewal or transfer to a different authorizer, shall be made exclusively upon the criteria set forth in this Agreement, the Charter Law and other Applicable Law. Authorizer specifically agrees that it will not consider or be influenced by any past, present or potential future contracting relationships, or lack of such relationships, between Authorizer, its agents or employees, and School in any decision by Authorizer affecting this Contract, its renewal, nonrenewal or an extension thereof, or any decision affecting transfer to another authorizer.” The School agrees that its autonomy and obligations remain as set forth in this Agreement, Attachment 2 (“Accountability System”), and the Charter Law irrespective of any additional contracts or relationships that may exist with the Authorizer.
- 11.4 Liability and Indemnification. The School assumes full responsibility for its activities and operations. The School agrees not to sue the Authorizer or any of its affiliates, directors, officers, employees or representatives with respect to any matters that arise under this Agreement or relate in any way to the formation, performance, suspension, termination or nonrenewal of this Agreement. The Authorizer does not assume any obligation with respect to any director, officer, employee, representative, agent, parent, guardian, student or independent contractor of the School, and no such person shall have the right or standing to bring suit against the Authorizer or any of its affiliates, directors, officers, employees or representatives with respect to any matters that arise under this Agreement or relate in any way to the formation, performance, suspension, termination or nonrenewal of this Agreement. The parties acknowledge and agree that the Commissioner, the Authorizer, members of the Authorizer’s board in their official capacity, and employees of the Authorizer, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to *Minnesota Statutes* §124E.09 and nothing in this Agreement is intended to limit or impair such immunity. The School agrees to indemnify, defend, and hold harmless the Authorizer and its affiliates, agents, directors, officers, employees and representatives from and against any and all third party claims, suits, demands, liabilities and expenses (including reasonable attorneys’ fees) which arise out of or relate in any manner to this Agreement, the operation of the School, the failure of the School to perform its

obligations under this Agreement or under Applicable Law, or reliance by the Authorizer on information supplied by the School or its representatives. This indemnification also applies to the commissioner and department officers, agents, and employees notwithstanding *Minnesota Statutes* §3.736. In the event of any litigation between the School and the Authorizer in which the Authorizer is the prevailing party, the Authorizer shall be entitled to recover from the School, to the extent permitted by Applicable Law, all costs of such litigation, including reasonable attorneys' fees.

- 11.5 Waiver. No waiver by either party or any breach of any covenant or provision of this Agreement will be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.
- 11.6 Severability. If any provision or provisions in this Agreement shall be held to be invalid, unenforceable or in conflict with Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and will remain in full force and effect.
- 11.7 Survival of Provisions. The terms, provisions and representations contained in this Agreement that by their sense and context are intended to survive termination of this Agreement will survive.
- 11.8 Non-Agency. It is understood that the School is not the agent of the Authorizer.

DATED: As of this 31st day of May, 2023.

University of Saint Thomas, a Minnesota Higher Education Authorizer

By: 

(Signature)

(Signature)

Robert K. Vischer

(Print Name)

(Print Name)

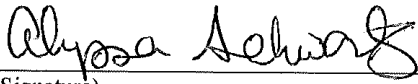
President

(Title)

(Title)

Cornerstone Montessori Elementary School, a Minnesota charter school

By:



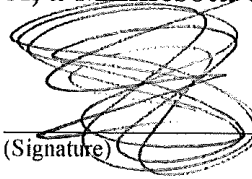
(Signature)

Alyssa Schwartz

(Print Name)

Head of School

(Title)



(Signature)

Julaine Roffers-Agarwal

(Print Name)

Board Chair

(Title)

We, the undersigned, agree to the contract revisions between the University of St. Thomas and Cornerstone Montessori Elementary School.

Cornerstone Montessori Elementary School, a Minnesota Charter School



Board Chair



School Director

Julaine Roffers-Agarwal

Print Name

Alyssa Schwartz

Print Name

1/30/25

Date

1/30/25

Date

University of St. Thomas, a Minnesota Higher Education Authorizer



Signature

Robert K. Vischer

Print

President

Title



Signature

Terry Moffatt

Print

Interim Director

Title

Attachment #1 – Application Information

Charter Application Information

Mission and Vision Statements

Cornerstone Montessori Elementary School's mission is to support children from culturally and economically diverse backgrounds living in or near St. Paul's East Side through a rigorous and high-impact Montessori program that empowers them to make positive decisions, develop self-discipline, and create a true sense of responsibility for themselves and others in their community.

The vision of Cornerstone Montessori Elementary School is a world-class, cross-cultural elementary learning community featuring the powerful and highly differentiated Montessori curriculum, which comprehensively prepares children to achieve at high levels and to excel as leaders in the 21st century. It will provide the highest quality education to all children, regardless of their socio-economic or cultural backgrounds.

The Board of Directors at Cornerstone Montessori Elementary School has discussed updating the mission and vision statements to identify more explicitly our commitment to equity and providing an anti-racist learning environment to the children we serve. This work is ongoing, however, and no draft has been submitted to the University of St. Thomas for approval.

Primary and Secondary Purposes

The primary purpose of Cornerstone Montessori Elementary School is to improve student learning and student achievement. Additional purposes include:

- Encourage the use of different and innovative teaching methods.
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site, improve pupil learning and student achievement.

Scope of Program

Grades Served

Cornerstone Montessori Elementary School (CMES) serves students in grades K-6.

Number of Students Served

CMES currently serves 140 students; the school's board annually determines maximum class sizes and school size.

Target Population

CMES is a public charter school and welcomes all students.

Location

Cornerstone Montessori Elementary School is located at 1611 Ames Ave E., St. Paul, MN 55106. CMES is intentionally located in a mixed income, racially diverse neighborhood on St. Paul's East Side.

School Calendar

CMES follows the traditional school year calendar of early September to early June. We typically offer 170 student contact days during the school year.

Transportation

CMES contracts with a qualified bus vendor to provide transportation to its students.

Description of Education Program and Philosophy

Statement of Philosophy

Not only do we think it is important for our particular student population to experience authentic Montessori education, we think it is critical. AMI Montessori schools typically serve children who come to school ready to access all that a rich curriculum has to offer. At Cornerstone, many children represented in our student population have experienced the contrary. Too many of their experiences have sadly confirmed negative views of themselves as learners and as important people in society. In addition, because of more limited opportunities, they are often the children who start academically behind expected grade levels and then continue to fall further and further behind.

In an authentic Montessori classroom the child is a central agent in the process of learning. The whole child is nurtured. The multi-aged classroom is set up as a community of people who are living and working together. Amongst this three-year span in age, the grades are not defined. Children don't see themselves, or each other, as 'behind' or 'ahead' or 'smarter' or 'in the slow group' because those distinctions aren't made. Children learn that they are at school to work extremely hard *doing their own best work each day*. In addition, all presentations or lessons in a Montessori classroom are designed to appeal to the specific developmental needs and attributes of the child receiving the lesson. All learning at all times is differentiated. Scaffolding is beautifully and inherently present in the materials children use for their work. Because each child's learning experience is tailored, children begin to feel like learning is something they can do! Learning feels fun. Children are invigorated by the work they have completed and are inspired to try harder, taking-on increasingly greater academic challenges and experiencing their own success.

Socially, children learn that all have strengths and all have struggles. Every child comes to realize, through repeated interactions and experiences with others in the community, that he or she has something important to offer. Setbacks and disappointments are dealt with as a community in a supportive, respectful, and nurturing way. As the community develops, children spontaneously address issues by, for example, compassionately supporting a classmate in better behavior choices the next time, or by inspiring a work partner to try a tough math problem one more time.

Children being mentored and educated in an authentic Montessori classroom in these ways believe in themselves as capable people and as important members of society. Children who believe in themselves in these ways have an enormous capacity to excel academically, and it is these children who thrive on the inspiring and rigorous academics AMI classrooms are known for.

In addition, we think the long-term goal of children completing the program and taking their exceptional citizenship skills, sound self-esteem, and positive attitude towards learning has profound implications for their success in future educational settings and in society as a whole.

Description of Model

The fundamental tenet of Montessori education is to allow children to learn in a social environment that supports the unique development of each child. As opposed to conventional school, which involves group learning, Montessori emphasizes individual learning. Children learn better on an individual level, since no two children are alike and children will be ready for different experiences at different times.

Montessori emphasizes children's developmental age and not their chronological age, since age does not determine a child's ability. Classes are structured within a three year age range. This gives children a chance to work at their own pace without being judged as quick or slow in comparison to their specific age group. When children work in mixed age groups, they will have a graded series of models for imitation and the opportunity to reinforce their knowledge by helping each other.

The holistic Montessori curriculum helps children develop the physical, cognitive and emotional competence and positive attitude towards learning that is required for school success. The learning environment ensures the development of self-esteem and provides experiences from which children can create their knowledge.

The foundations of the Montessori educational methodology are: scientifically designed academic lessons and multi-sensory manipulative materials, a highly trained teacher to work with these materials and with the specific age range of children in the classroom, and an academically and aesthetically rich, organized, and accessible environment. These primary building blocks, along with the daily and comprehensive use of differentiated instruction, multi- age classrooms, interdisciplinary and contextualized lessons, inquiry and project-based work, and an integrated character education form one of the most broad-based, in-depth, rigorous academic and social learning environments possible for children. Daily, we leverage the potential of this model to serve a high-needs student population in a public charter school context.

Cornerstone and its teachers, in partnership with its families, works in relentless pursuit of ambitious school outcomes. Utilizing standardized assessments and internal Montessori assessments, Cornerstone teachers and staff ensure that every child will be academically competent beyond the state and federal standards and that every child will develop their whole person to be emotionally healthy, socially responsible, and capable of assuming leadership roles in their communities. The rigor of the Montessori method makes these ambitious goals feasible.

Description of Critical Program Elements

Cornerstone embraces the holistic educational approach of the Montessori Method and will plan for successful educational outcomes by meticulously implementing these key aspects of an authentic Montessori classroom:

1. Prepared Environment

2. Comprehensive Curricula
3. Three Period Lesson
4. Extended Work Cycle
5. Multi-Age Classroom
6. Scientific Observation
7. Freedom and Responsibility

Services for Special Populations

Special Education

Cornerstone Montessori Elementary School complies with all applicable state and federal laws in serving students with disabilities, including IDEA, ADA, and Section 504. We incorporate six primary legal principles into our Total Special Education System (TSES):

1. Enroll all students, regardless of disability status
2. Provide an individualized education plan (IEP) for students with disabilities
3. Provide a free and appropriate education (FAPE) to students with disabilities
4. Provide education in the least restrictive environment (LRE)
5. Follow all due process procedures and parental involvement requirements
6. Provide non-discriminatory evaluation of students with disabilities

CMES budgets sufficient financial resources to meet our ethical and legal obligations to students receiving special education services; our obligation to students is defined by evaluation results and by the instruction and related services identified in the student's IEP.

English Language Learners

Cornerstone's ELL program is individualized and integrated into the child's workday with a combination of push-in and pull-out service. Children are identified for service through a home language survey and the ACCESS test. All students whose survey indicates that the primary language is not English are administered the ACCESS. Generally, children remain in the program until they pass all of the ACCESS requirements. This usually takes 4-6 years.

Gifted Students

Children at CMES are grouped in three year age spans, with 1st-3rd graders and 4th-6th graders in a single classroom. This allows children to receive lessons when developmentally appropriate, and does not rely on chronological age to determine academic readiness. The Montessori curriculum spans well past the traditional 6th grade standards; individualized lesson plans give each child the ability to meet their own potential.

Governance and Management Plan

Cornerstone Montessori Elementary School currently has a seven-member board of directors, composed of three community members, one teacher, and three parents. Board members complete required trainings per Minnesota statutes, as well as annual continuing education at board meetings and independently. Standing committees of the CMES board include Finance, Governance, Development, and Head of School (HOS) Evaluation; ad hoc committees such as HOS Hiring and task forces to consider specific initiatives are formed as needed. Currently, the two ad hoc committees are an Expansion Task Force to consider expanding beyond our current

scope of operations and an Equity Task Force, which is intended to become a standing committee.

The CMES board hires a Head of School who is responsible for daily operations and implementation of strategic initiatives. The HOS reports to the board monthly or more often as needed. The HOS is supported by a Director of Business Operations, who also provides a report to the board, an Elementary Program Manager, and a part-time receptionist. CMES contracts with an external accountant and a Special Education Director.

1. Academic Success

Examination of Past Performance

Over the past three years, Cornerstone has experienced significant upheaval, along with the rest of the world. Midway through our first contract year with UST, the Covid-19 pandemic forced Minnesota schools into distance learning. During our second contract year, distance learning continued through the first $\frac{3}{4}$ of the year; it is only now, in our fourth year, that “normal” feels within reach. When we transitioned to distance learning in March 2020, we were optimistic that our academic performance was rebounding from declines in the 2019 Minnesota Comprehensive Assessments. We had introduced a part-time Math Specialist, through the ADSIS federal funds, and just completed a successful consultation with AMI/USA, our Montessori accrediting organization. What happened next does not need to be recounted – suffice it to say that it was not until 2022 that our MCA scores felt reflective of the work that children were capable of completing and that we are constantly looking at ways to continue improving our learning program.

CMES’ 2022 MCA scores demonstrate a significant success as we look through our past performance. 65.3% of our 3rd-6th years met standards in reading, 32.9% in math, and 64% of our fifth years met science standards. Not only are these levels of proficiency more in line with our pre-pandemic achievement, they are also comparable with statewide proficiency scores. More importantly, we know that children are learning. During our contract with UST, we switched our internal reading assessment from DIBELS to FastBridge, introduced math assessments for our 2nd-6th years, and also began monitoring social-emotional well-being. Using FastBridge for all of our internal monitoring, in addition to the data classroom teachers and specialists compile, gives us a clear picture of how comfortable children are on very specific concepts, and allows us to monitor progress frequently and easily.

The success of our program is due largely to our talented staff. We have had remarkable consistency, with 2/3 of our Montessori guides stable since at least 2018; our Reading Specialist, ELL Teacher, and Special Education Teacher have also worked with us continuously for more than 5 years. We have added a second Special Education Teacher, now in her second year with Cornerstone; and the two Montessori guides who are new to leading classrooms are each in their second year, as well, and both were in other positions at the school prior to assuming a leadership role. The one area we have struggled to maintain consistency is in our Math Specialist position, which we first hired in 2019-20. That position has been filled by a different teacher each year, preventing consistency and requiring us to rebuild the math intervention

program annually. This is the second year that we have had a fulltime teacher in the position and we are hopeful that she will remain with us past this school year.

Future Plans

We are a program that loves to discuss what we are doing and how we can do it better. Our elementary guides meet weekly to review curriculum and meet with the specialists twice a month to review specific concerns and areas where children are struggling. Our kindergarten teachers meet with the specialists twice a month, as well, and with the Head of School at least monthly. The kindergarten teachers also receive mentorship from a teacher trainer at the Montessori Center of Minnesota, while our newest elementary guide is mentored by a retired teacher with many, many years of classroom experience. These conversations and relationships are in addition to classroom team meetings, Special Education meetings, meetings with the Head of School, and more.

Utilizing FastBridge has allowed us to identify specific areas where the Montessori curriculum may have gaps or where children need extra assistance in translating the vocabulary of the classroom to the vocabulary of the Minnesota standards. The Montessori elementary curriculum also contains gaps in science and history, in particular. During the summer of 2022, the Upper Elementary teachers began the process of developing a 3-year cycle of lessons to meet state standards, a project that will necessitate ongoing work in years to come.

We plan to continue integrating the work of our specialists with our Montessori environments, so that children are getting the Tier 1 general education they need before they need academic intervention. As described earlier, we hope that our current Math Specialist will remain with us, allowing for that program to gain stability, and that our new Social Worker will provide needed social-emotional supports that grant children the capacity to learn. In addition, our Elementary Program Manager is completing her AMI Montessori training currently, which will add another trained voice to the conversation, and we are hoping to send several other staff to Montessori training this summer. When we began our contract with UST in 2019, we had 13 trained Montessori teachers on staff. That number has declined to 8 (4 of whom are elementary-trained). Rebuilding our team of adults who can speak the language both of Montessori and standards will be critical in continuing to maintain and improve our program in the future.

2. Financial Viability

Examination of Past Performance

Cornerstone has been extremely fortunate to maintain a high fund balance since 2019, allowing the school to program in ways that benefit the children in all areas, retain its staff, and engage in new initiatives such as an Equity Review with Equity Alliance MN, artist in residence programs with COMPAS, and summer programming for 1st-6th year children. With the guidance of Dieci School Finance and Special Education Director Amanda Wilmot, CMES is regularly compliant with state and federal financial reporting and has been issued clean audits annually since its founding. The Board of Directors stands up a Finance Committee that is thoughtful in its oversight and eager to support the school's operational needs. The administrative team of the Head of School and Director of Business Operations provides an internal check and balance to

ensure funds are used wisely, with the additional check of the Board Treasurer in monitoring cash flow and approving expenditures.

Since 2019, we have been creative in utilizing state and federal funds that were either previously untapped or unavailable. There is no question that the Covid relief funds have made a huge difference in our ability to provide programming for children, through additional classroom staff, distance learning materials, and free school meals, amongst many other opportunities that improve the daily life of the children we serve. Prior to the pandemic, we sought funding through ADSIS to augment our academic offerings and have been more engaged in seeking private grants and donations to support one-off or short-term programs and experiences.

Individual donors continue to be a source of revenue for us, and we are grateful to the many people who believe in our work and in the potential of every child.

Future Plans

As we look to the future, we plan to continue our practices of multiple layers of oversight, abiding by strong principles of accounting, seeking out diverse revenue sources, and putting our financial resources where they most benefit the children. While we are committed to maintaining a fund balance of at least 20%, in keeping with our Fund Balance Policy, we are also committed to not maintaining a high fund balance for the sake of it. The Fund Balance Policy charges the Board of Directors with utilizing funds in excess of 30% to further our strategic initiatives, and this is work we intend to undertake over the next few years. The Equity Task Force, which we plan to turn into a standing committee of the Board, is actively seeking opportunities to train staff and board on topics related to the advancement of equitable education, and to hire an outside consultant or organization to support our development of an equity plan.

After more than 10 years in operation, we are also reaching a point where new Montessori materials need to be purchased to replace those that are worn, and where we need to commit funds to training a new generation of Montessori teachers, particularly people of color. These three areas, equity, materials, and training/professional development, will see Board-committed funds that address the need to spend down our Fund Balance while also supporting the well-being and success of the school.

With revenue driven by enrollment, we also plan to continue our efforts to grow our waiting lists and retain students throughout the 7 years of our program. We have not yet determined whether expansion is desirable (either through enrolling another class at a lower grade level or through applying for a charter that serves adolescents), but we do know that our enrollment is healthiest when we can admit children throughout the year to fill empty spots. Making a decision about enrollment and our ideal capacity is an important step to undertake in the near future, and we must also prioritize community outreach and community engagement so that we can reach our enrollment targets as they currently stand.

3. Organizational Capacity

Examination of Past Performance

Cornerstone's governance is one of its strengths. The Board of Directors had strong leadership from Jean Melancon for the first three years of our contract with UST, and transitioned to strong

leadership from Julaine Roffers-Agarwal this current year. The Board has a well-established routine for onboarding new members, reviewing policies, completing required trainings, and ensuring oversight of the school. While we can always use more committed and engaged Directors, we are proud of the longevity of our Board, with 6/7 members in their second or later year of service, and with the depth of their participation with the school. In addition to their committee work, Board members volunteer at community outreach events, share giving opportunities with their networks, and attend school activities whenever possible.

With strong governance, we also excel at administrative capability. Head of School Alyssa Schwartz is in her fifth year at Cornerstone, while Chris Bewell, our Director of Business Operations, has been at CMES since the very beginning. Chris seamlessly orchestrates transportation, school meals, Title grants, MDE reports, among her many responsibilities; Alyssa oversees the academic programs, staff hiring and continuous development, parent engagement, and more. We have been fortunate in recent years to also have additional administrative support from an Administrative Assistant, shared with our neighbor, Cornerstone Montessori School, an Elementary Program Manager (currently in year two), and from 2018 to 2021, a Director of Elementary Pedagogy. Our Admin Assistant provides Spanish language interpretation and translation, supports arrival and dismissal, assists in the health office, and communicates with parents. Lindsay Ruble, our Elementary Program Manager, directly supports the classrooms in establishing and maintaining routines and procedures, organizes field trips and enrichment opportunities, and oversees our morning care program. Lindsay is currently completing her AMI Elementary training at the Montessori Institute in Denver. For the first two years of our contract, the previous Head of School, Liesl Taylor, served as the Director of Elementary Pedagogy. She was a critical member of our team in establishing continuity during a significant transition, supporting children and families in the Covid-19 pandemic, and supporting teachers in their work with children. Liesl left us in the summer of 2021 to return to the classroom, her true passion, but she remains deeply tied to our community.

Attachment #2 – School Accountability System

Evaluation Framework

Indicators

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

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

Measures

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

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

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

- Preschool/Prekindergarten student school readiness
- Students reading well by 3rd Grade
- Minnesota Comprehensive Assessment (MCA) Data: All authorized schools shall participate fully in the MCAs;
- At least one additional school-selected standardized assessment which must be approved by the authorizer in advance of the evaluation rubric's finalization and be utilized for a minimum of three years before a change in assessment can be requested;
- At least one mission-specific academic goal;
- Program alignment with chartered mission and vision;
- Graduation rate data; and
- College and career readiness data.

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

Methodology for Selection of Comparison Schools

Several academic performance indicators involve the use of demographically similar comparison schools. In an effort to be as clear and transparent as possible, the methodology for the selection of comparison schools is addressed below.

Identification of Demographic Comparison Schools

1. Data files containing student demographic information are downloaded from the Minnesota Department of Education website.
2. Data is filtered in the following order:
 - a. Schools in the seven-county metro area—to approximate the area in which the authorized school is located;
 - b. Schools within 5% of the authorized school’s percentage of students qualifying for free/reduced price lunch—to approximate poverty levels;
 - c. Schools within 5% of the authorized school’s percentage of students receiving English Learner services; and
 - d. Schools within 5% of the authorized school’s percentage of students receiving special education services.
3. Schools of differing types than the authorized school are removed—to ensure relevance. For example, to the extent possible, elementary schools are matched with other elementary schools; non-ALC high schools are matched with other non-ALC high schools, etc. Matches do not seek to match the specific school model, type, or philosophy, as our expectation is that students can succeed in many school models and that any model selected should meet the needs of students.

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

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

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

Minnesota Comprehensive Assessment Measures

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

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

MCA/MTAS Proficiency Reading Well By Third Grade

Third grade students should be proficient in reading as demonstrated on the third grade MCA test.

MCA/MTAS Proficiency

St. Thomas authorized charter schools should perform as well as or better than the state, the district where the school resides, and identified schools with comparable demographics (methodology for selection of comparison schools is described above).

MCA/MTAS Proficiency for Students in Various Demographic Groups

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

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

MCA/MTAS Progress

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

MCA/MTAS Progress Comparison Using Minnesota North Star System

Students in authorized schools should progress at the same or better rate as the state, resident district, and their comparable schools.

School Selected Standardized Assessment(s) Measures

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

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

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

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

Mission Specific Academic and Alignment Measures

Mission Specific Academic Goal

Based on the school’s mission, each school must propose at least one school-specific academic goal (including metric and targets) to be considered and approved by St. Thomas. The goal should reflect the school’s unique mission/vision and must be measurable. CMES has chosen two school-specific academic goals:

- a) CMES will outperform the state on the Science MCA in Grade 5.
- b) CMES will earn an annual AMI accreditation of “recognized”.

The school is responsible for providing the data necessary to measure progress on this goal. Failure to provide adequate information to allow the goal to be scored will result in a score of 1, does not meet standard.

Academic Program Alignment to Mission and Vision

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

Other Academic Measures

Graduation Rate

Schools serving grades 9-12 must demonstrate their ability to move students to graduation as defined in the Evaluation Rubric. This goal does not apply to CMES.

College Readiness

Schools serving grades 9-12 must have at least one assessment and resulting goal (metric and target) addressing college and career readiness as defined in the Evaluation Rubric. This goal does not apply to CMES.

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

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

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

- Structures promoting strong board oversight including appropriate policies (i.e.: fund balance policy) and practices (i.e.: finance committee) that promote financial health;
- Annual audit performed and submitted in accordance with MN law;

- Annual budget and monthly cash flow projection by June 30th of each fiscal year; and
- Performance on key financial metrics that demonstrate the school’s financial position.
- School ability to meet bond covenants if applicable

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

Annual Audit

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

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

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

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

- Systems to properly maintain policies and bylaws.
- Compliance with bylaws and policies.
- Demonstrated commitment of all members to continuous learning, and nonprofit best practices including:
 - a. Ability to understand and abide by appropriate board and school leader roles (i.e.: governance vs. management).
 - b. Annual leader review (see above), including a formal, documented review process, timelines, and criteria. Completed by March of each year.
 - c. Annual board self-review March of each year.
 - d. Annual evaluation of any Educational Service Providers, if applicable.
 - e. Utilizing an effective recruitment and orientation process for new members, which at a minimum includes background on issues presently facing the board and an introduction to key documents (i.e.: policy manual, board bylaws, contract with authorizer).

- f. Engaging in strategic planning at least once every five years, or more frequently if significant programmatic or other changes are slated to occur, and utilizing the strategic plan to drive the direction and priorities of the school.
- The Board of Directors will regularly review, update, and approve its bylaws and policies such that they maintain compliance with state law and current best practices.
- Distribution of a complete packet (as described in Evaluation Rubric) at least three days prior to all board meetings.
- Maintenance of orderly records at all times by the Board of Directors, which includes meeting minutes, board documents (bylaws, articles of incorporation, policies, etc.), and financial statements. Records will meet the requirements of the Open Meeting Law, will be kept on site, and will be made available to the public in accordance with Open Meeting Law.
- Levels of parent, teacher and student satisfaction as measured by student and teacher retention, and an annual parent satisfaction survey which requests satisfaction with the school overall as one item. Teachers who are retiring or who are no longer qualified to serve in their previous role are not counted against the school's teacher retention goal. Teachers who have left the classroom but are retained by the school in an alternate position (i.e.: Teachers on Special Assignment) are also not counted against the school's retention goal.
- Demonstrated commitment to continuous learning by school leadership, teachers and staff.
- Engagements of families in students' education.
- Provision of a safe, welcoming and equitable learning environment.
- Student attendance rates.
- Fulfillment of legal obligations regarding students who qualify for special education services as indicated by conditions such as the following:
 - a. Clear understanding of current legislation, research and effective practices relating to the provision of special education services by appropriate staff.
 - b. Access to appropriate training and information for all staff.
 - c. Effective and timely implementation of individual education plans, informed by the appropriately documented needs of individual students.
 - d. Well-managed relationships with students, parents, and external providers that comply with law and regulation.
 - e. School-specific and board-approved TSES manual.
 - f. Retention of appropriate staff (including teachers, a qualified special education director, and contracted service providers) as required by student population.
 - g. No adverse findings in complaints database.
 - h. Results from most recent MDE program and financial audits.
- Fulfillment of legal obligations regarding students identified for English Learner (EL) services as indicated by conditions such as the following.
 - a. Clear understanding of current legislation, research and effective practices relating to the provision of EL services by appropriate staff;
 - b. Access to appropriate training and information by all school staff. Following of MN Standardized Statewide EL Procedures (or subsequent requirements) for identification, entrance, and exit.
 - c. Effective program with written plan for service at all grade and proficiency levels.
 - d. Retention of appropriate staff (including EL teachers, and contracted service providers) as required by student population.
 - e. Results from most recent MDE program and financial audits.
 - f. ACCESS Results, if indicated by the Evaluation Rubric.

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

- The Board of Directors and School will comply with all applicable state and federal laws including but not limited to:
 - a. Minnesota Charter School Law (Minn. Stat. 124E)
 - i. Board initial and ongoing training
 - ii. Development of board-approved development plan for leader if applicable
 - iii. Governance model requirements
 - b. Minnesota Open Meetings Law (Minn. Stat. 471.705)
 - c. Teacher licensure: The school will hire well-qualified and appropriately licensed (or otherwise state-approved) teachers. (Minn. Stat. 122A.18 subd. 1)
 - d. Fair and open admission/enrollment policies and practices compliant with law.
 - e. Background checks: must be completed on staff, board members, and others with the potential for close contact with students.
 - f. Education of Special Education students (Minn. Stat. 125A.02, 125A.03, 125A.24, 125A.65)
 - g. Title IX of the Education Amendments of 1972 (20 U.S. C. 1681)
 - h. Applicable state and local health and safety requirements. The school must maintain a safe facility that is conducive to learning.
 - i. Minnesota Human Rights Act (Chapter 63)
 - j. Equal opportunity in athletic programs (Minn. Stat. 121A.04)
 - k. Minnesota Pupil Fair Dismissal Act (Minn. Stat. 124A.40 to 121A.56)
 - l. Minnesota Public Schools Fee Law (Minn. Stat. 123B.34 to 123B.39)
 - m. Educational data and records (Minn. Stat. 13.32, 120A.22 subd. 7, and 121A.75)
 - n. Student legal records (Minn. Stat. 260B.171 subds. 3 and 5)
 - o. The Pledge of Allegiance (Minn. Stat. 121A.11 subd. 3)
 - p. Revenue for a charter school (Minn. Stat. 124E.20)
 - q. PERA and TRA (Minn. Stat. 353, 354, and 354a)
 - r. Ongoing presence of management and financial controls required by Section 8 of the contract
 - s. Administration of an open enrollment process and lottery pursuant to Section 7 of the contract
 - t. Public Employment Relations Act (Minn. Stat. 179A)
 - u. School district audit requirements (Minn. Stat. 123B.75 to 123B.83)
 - v. Student immunization records (Minn. Stat. 121A.15)

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

Evaluation Rubric

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

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

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

SECTION I – IS THE LEARNING PROGRAM A SUCCESS?

1.1 3rd Grade MCA Reading Proficiency: Are students proficient in reading?	
1 = Does not meet standard	Less than 40% of are proficient in reading.
2 = Approaching standard	40-55.0% of students are proficient in reading.
3 = Meets standard	55.1%-75.0% of students are proficient in reading.
4 = Exceeds standard	More than 75% of students are proficient in reading.
<p>Rating: Enter the number that most closely matches your assessment: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/></p> <p>Comments/Evidence:</p>	
Data Source: Minnesota Department of Education <i>School Report Card</i> , Test Data spreadsheets	

<p>1.2 MCA Proficiency: Are students performing as well as or better than the state, the resident district, and demographically comparable schools on MCA math and reading exams?</p> <p style="margin-left: 20px;">1.2a Reading</p> <p style="margin-left: 20px;">1.2b Mathematics</p>	
1 = Does not meet standard	More than 10 percentage points below comparison groups
2 = Approaching standard	6-10 percentage points below comparison groups
3 = Meets standard	Within 5 percentage points of comparison groups

4 = Exceeds standard

Exceeds comparison group by more than 5 percentage points

	Reading Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)				
Average of demographic match schools			37.5%	
Resident district			37.5%	
State			25%	
			100%	Reading Total:
	Math Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)				
Average of demographic match schools			37.5%	
Resident district			37.5%	
State			25%	
			100%	Math Total:

1.2a Reading:

1.2b Mathematics:

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

Comments/Evidence:

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

1.3 MCA Proficiency, State Demographic Comparison by Race/Ethnicity and FRL: Are student demographic groups (with tested cell sizes greater than 10) performing as well as or better than the statewide average for that student group? Note that for schools with greater than 70% of students qualifying for FRL, demographic categories will also be filtered by FRL status. All relevant demographic groups will be individually scored per the rubric targets below and averaged to produce a score for each subject area (math/reading). The overall score for the metric is then produced by averaging the subject area scores.

1.3a Reading

1.3b Mathematics

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

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

Average of math scores for each demographic group:

	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Reading Proficiency				
All		Included for information only	Included for information only	N/A – Included for information only.
Demographic Group 1			Included for information only	

Demographic Group 2 (add rows as needed)			Included for information only	
Average of reading scores for each demographic group:				
1.3a Reading: <input type="text"/> 1.3b Mathematics: <input type="text"/> Enter the overall score produced by the average of these two scores: <input type="text"/> Comments/Evidence:				
Source: MCA data available on MDE 'MN Report Card'				

1.4 MCA Progress : Are students maintaining or moving toward proficiency? Note: Maintaining proficiency is defined as students who were proficient (meeting or exceeding) remaining in either the meeting or exceeding category. Moving toward proficiency is defined as a student moving up one or more 'levels' (does not meet to partially meets; partially meets to proficient, etc.).

1.4a Reading
1.4b Mathematics

1 = Does not meet standard	Less than 35%of students are maintaining or moving toward proficiency.
2 = Approaching standard	35-50%of students are maintaining or moving toward proficiency.
3 = Meets standard	51.1-65% of students are maintaining or moving toward proficiency.
4 = Exceeds standard	More than 65% of students are maintaining or moving toward proficiency.

1.4a Reading:
1.4b Mathematics:
Enter the overall score produced by the average of these two scores:

Comments/Evidence:

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

1.5 MCA Growth (Comparison Group): Are students making progress at the same or better rate as the state, resident district, and their demographically comparable schools? Note that this measure uses the Minnesota Department of Education's definition of growth as a student

maintaining at a level above “Does Not Meet” or increasing their proficiency level on the MCAs from the most recent prior year of testing data to the current year of testing data.

1.5a Reading
1.5b Mathematics

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

	Reading Growth	Score (see criteria for 1-4 above)	Weight	Points earned
Charter				
Average of demographic match schools			37.5%	
Resident district			37.5%	
State			25%	
			100%	Reading Total:

	Math Growth	Score (see criteria for 1-4 above)	Weight	Points earned
Charter				
Average of demographic match schools			37.5%	
Resident district			37.5%	
State			25%	
			100%	Math Total:

1.5a Reading:

1.5b Mathematics:

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

Comments/Evidence:

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

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

1.6a Reading

1.6b Mathematics

Cornerstone Montessori Elementary School will be using the Fastbridge Assessment

1 = Does not meet standard	Assessments indicate that a minimal proportion of tested students performed at or above target levels (less than 40%).
2 = Approaching standard	Assessments indicate that an inadequate proportion of tested performed at or above target levels (40%-50%).
3 = Meets standard	Assessments indicate that an adequate proportion of tested performed at or above target levels (50.1%-65%).
4 = Exceeds standard	Assessments indicate that a high proportion of tested students performed at or above target levels (more than 65%).

1.6a Reading:

1.6b Math:

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

Comments:

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

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

1.7a Reading

1.7b Mathematics

CMES will be using the Fastbridge Assessment

1 = Does not meet standard	Analysis indicates that a minimal proportion of tested students made expected gains (less than 40%).
2 = Approaching standard	Analysis indicates that a inadequate proportion of tested students made expected gains (40%-50%).
3 = Meets standard	Analysis indicates that an adequate proportion of tested students made expected gains (50.1%-65%).
4 = Exceeds standard	Analysis indicates that an adequate proportion of tested students made expected gains (more than 65%).

1.7a Reading:

1.7b Math:

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

Comments:

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

**1.8 Is the school meeting state and authorizer-established targets for graduation rate?
This goal will not apply to the school based on the grades served.**

Goal not applicable due to grades served.

Source: MDE Data Analytics Request

**1.9 Does students’ performance on post-secondary readiness assessments (i.e.: ACT, SAT, Accuplacer) reflect college and career readiness?
This goal will not apply to the school based on the grades served.**

Goal not applicable due to grades served.

Source: MDE Website (SLEDS), Annual report

1.10 Is the school meeting its school-specific academic goal(s)? Each school has at least one measurable school-specific goal based on its mission statement. If the school has more than one goal, scores will be averaged.	
<p>a. CMES will outperform the State on the Science MCA for grade 5.</p> <p>b. CMES will earn an annual AMI accreditation rating of “Recognized”.</p>	
1 = Does not meet Standard	1a. The school’s Science scores are 10 or more points below the State 1b. The school achieves no AMI accreditation
2 = Approaching Standard	2a. The school’s Science scores are less than 10 points below the State 2b. The school achieves AMI accreditation of Associated
3 = Meets Standard	3a. The school’s Science scores are at the same proficiency level of the state 3b. The school achieves AMI accreditation status of Affiliated
4 = Exceeds Standards	4a. The school’s Science scores are above the State 4b. The school achieves AMI Accreditation status of Recognized
Rating: <input type="text"/>	
Comments:	
Source: Annual report	

1.11 Are English Learners (ELs) performing at or above the state average for ELs as measured by the percentage of the school’s identified ELs who reached or went past their target on the ACCESS/Alternate ACCESS assessment?

1.11a: Reading
1.11b: Math

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

1.11a: Reading:
1.11b: Math:
Overall Rating:

Comments:

Source: MDE website

1.12 Are students receiving special education services performing at or above the state average for students receiving special education services as measured by MCA/MTAS proficiency?

1.12a: Reading
1.12b: Math

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

1.12a: Reading:
1.12b: Math:
Overall Rating:

Comments:

Source: MDE website

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

This goal does not apply based on the grades served.

Source: Annual Report, School Selected Assessment Data Spreadsheet

1.14 Does the school’s learning program exemplify the mission and vision of the school?

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

Rating:

Comments:

Source: Site visits, ongoing correspondence, strategic plan or other documentation

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

This goal will not apply to the school based on the grades served.

Source: MDE Sleds Data, Annual Report (School reported data)

1.16 Are students equitably accessing college and/or career preparation opportunities (e.g. AP, IB, CIS, PSEO, Honors, apprenticeships, internships) at high rates?

This goal will not apply to the school based on the grades served.

Source: MDE SLEDS Data, Annual Report (School Reported Data Chart)

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

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

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

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

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

Rating:

Comments:

Source: Annual financial audit

2.4 Does the school establish and maintain a balanced budget?

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

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

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

Rating:

Comments:

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

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

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

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

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

4 = Exceeds standard NOT APPLICABLE

Rating: _____

Comments:

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

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

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

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

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

4 = Exceeds standard NOT APPLICABLE

Rating:

Comments:

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

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

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

SECTION 3: IS THE ORGANIZATION EFFECTIVE AND WELL RUN?

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

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

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

1 = Does not meet standard	At least one educational staff is not appropriately licensed or does not hold appropriate and current waivers or variances.
2 = Approaching standard	At least one educational staff has been on a waiver or variance for more than one year.
3 = Meets standard	All educational staff are appropriately licensed.
4 = Exceeds standard	NOT APPLICABLE

Rating:
Comments:

Source: MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1

3.4 Does the school complete criminal background checks in accordance with MN Statute and UST expectations?

1 = Does not meet standard	The school cannot certify that it completes criminal background checks of staff and the board.
2 = Approaching standard	The school certifies that it completes criminal background checks of the staff but not the board.
3 = Meets standard	The school certifies that it completes criminal background checks of staff and the board, as required by school policy.
4 = Exceeds standard	NOT APPLICABLE

Rating:
Comments:

Source: UST site visit, board chair interview, background check policy

3.5 Is the school compliant with other applicable law? Note that this measure includes, but is not limited to:

- Meeting admissions and enrollment practice/policy requirements
- Meeting governance model requirements
- Meeting Title IX regulations (e.g. policies/procedures, trainings, Title IX Coordinator)

1 = Does not meet standard The school is not in compliance with other applicable law.

2 = Approaching standard NOT APPLICABLE

3 = Meets standard The school is in compliance with other applicable law.

4 = Exceeds standard NOT APPLICABLE

Rating:

Comments:

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

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

- Understanding of board and school leader roles (governance vs. management)
- Annual board self-evaluation
- Annual school-leader evaluation
- Annual approval of professional development plan for school leader (if applicable)
- Annual evaluation of Educational Service Provider (CMO/EMO) if applicable
- Orientation process for new members
- Regular Strategic planning (at least once every five years)

1 = Does not meet standard At least some board members do not understand the role of the board and the role of the school leader. Board policies and practices are not transparent or not present. Board meetings often address issues not central to the role of the board and/or fail to address core functions such as leader evaluation and school financial/academic health.

2 = Approaching standard Some board members, but not all, exhibit understanding of their roles as board members and the role of the school leader. Board policies and practices are not always transparent and/or are not fully developed. The board inconsistently addresses issues central to its role such as leader evaluation, leader professional development plan approval (if applicable), and school financial/academic health.

3 = Meets standard The Board exhibits understanding of its role and the role of the school leader. The board policies and practices are generally transparent and systems are in place to maximize effectiveness of the board, including an

orientation process for new members, annual board self-evaluation, annual leader (and EMO/CMO if applicable) evaluation, annual approval of leader development plan (if applicable) and a plan for conducting and tracking initial and ongoing training. The board engages in regular strategic planning. The board is able to adequately sustain its membership through recruitment efforts.

4 = Exceeds standard NOT APPLICABLE

Rating:

Comments:

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

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

1 = Does not meet standard Board policies and/or bylaws are outdated and not reviewed regularly.

2 = Approaching standard Board policies and/or bylaws are reviewed and approved as needed, but are not comprehensively reviewed on a regularly scheduled basis.

3 = Meets standard Board policies and bylaws are reviewed for content and legal compliance, updated, and approved on a regularly scheduled basis, no less than once every three years.

4 = Exceeds standard NOT APPLICABLE

Rating:

Comments:

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

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

1 = Does not meet standard Board packets are not submitted on time AND are incomplete

2 = Approaching standard Board packets are submitted on time (more than 75 percent of the time) but incomplete OR not submitted on time (less than 75 percent of the time) but complete

3 = Meets standard Board packets are submitted on time (more than 75 percent of the time) and complete

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

3.9 Is the school fulfilling its legal obligations related to access and services to English Learners (ELs)? This includes:	
<ul style="list-style-type: none"> • Following MN Standardized Statewide EL Procedures for identification • Following MN Standardize Statewide EL Procedures for entrance and exit. • Maintaining an established EL program with a written plan for service at all grade and proficiency levels • Securing appropriate staffing levels with staff who hold appropriate licenses and have knowledge of current legislation and research based best practices for serving EL students. • Supplying relevant professional development to all staff • Ensuring that information on student EL status is available to all classroom teachers • Providing staff with appropriate training. 	
1 = Does not meet standard	The school is <u>not</u> fulfilling its legal obligations regarding ELs and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding ELs but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding ELs and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="checkbox"/>	
Comments:	
Source: UST site visits, Reference EL Packet, Formalized complaints at MDE, or Critical Elements review (SP-1)	

3.10 Is the school fulfilling its legal obligations related to access and services to students with individual education plans (IEPs)? This includes: <ul style="list-style-type: none"> • Having a school-specific TSES manual that is board-approved.
--

- **Engaging a special education director who is actively involved in working with special education staff and school leadership.**
- **Securing appropriate staffing levels with staff who hold appropriate licenses and have knowledge of current legislation and research based best practices for serving students with IEPs.**
- **Contracting with entities to provide effective services to students when necessary.**
- **Completing annual IEP meetings on time.**
- **Having been subject to no investigations related to special needs students that resulted in findings.**
- **Having no findings related to special education funding on annual financial audit.**
- **Providing staff with appropriate training.**

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

Rating:

Comments:

Source: Quarterly report, UST site visits, Reference: special education investigation search on MDE website and special education training materials; Special education director interview

3.11 Is the school fulfilling its legal obligations related to the delivery of a quality Prekindergarten instructional program. This includes:

- **Ensuring Early Childhood Health and Developmental Screening is completed.**
- **Securing appropriate staffing.**
- **Supplying relevant professional development to all staff.**
- **Implementing culturally responsive comprehensive child assessment/s.**
- **Utilizing the Early Childhood Indicators of Progress (ECIPs).**
- **Supporting an effective transition to Kindergarten.**
- **Referring students to community-based resources as needed.**

This goal does not apply based on the grades served

Source: Site Visits, Interviews, Quarterly Reports

3.12 Does the school have a high attendance rate?

1 = Does not meet standard	The attendance rate is less than 85 percent
2 = Approaching standard	The attendance rate is between 85 and 89.9 percent
3 = Meets standard	The attendance rate is 90-94.9 percent
4 = Exceeds standard	The attendance rate is more than 95 percent

Rating:

Comments:

Source: Annual reports, MDE website (data downloads)

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

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

Rating:

Comments:

Source: Annual report

3.14 Are the school's teachers and staff participating in a broad base of professional development in service of students' academic and behavioral needs and supportive of the school's mission? Types of development opportunities include, but are not limited to:

- **Required health and safety trainings.**
- **IX training processes.**
- **Supporting students with IEPs.**
- **Supporting English Learners.**

<ul style="list-style-type: none"> • Mission-related. • Equity and cultural relevance. 	
1 = Does not meet standard	The school a limited number of training opportunities. Participation in professional development is low, with less than 50% of staff participate in the opportunities.
2 = Approaching standard	The school offers a menu of development opportunities that include required trainings. Participation in most or all of these trainings is presented as optional resulting in low participation (less than 50% of staff participate).
3 = Meets standard	The school offers a menu of development opportunities that include required trainings as well as learning opportunities that forward the school's academic, behavioral and mission-related priorities. Participation is mandated for required trainings.
4 = Exceeds standard	The school offers a robust menu of development opportunities that include required trainings as well as learning opportunities that forward the school's academic, behavioral and mission-related priorities. Including opportunities for subject-area and curriculum-specific trainings. Participation is mandated for required trainings.
Rating: <input type="checkbox"/>	
Comments:	
Source: Annual report (Professional Development Tracking Chart)	

3.15 Does the school generally retain its students from October 1st through the close of the school year?	
1 = Does not meet standard	Student retention rates are more than 10% below the school's agreed-upon target rates.
2 = Approaching standard	Student retention rates are 5-10% below the school's agreed-upon target rates.
3 = Meets standard	The school is consistently fully enrolled. Student retention rates are within 5% or above the school's agreed-upon target rates
4 = Exceeds standard	NOT APPLICABLE
Rating: <input type="checkbox"/>	
Comments:	

Source: Annual report, renewal application

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

3.16a The percentage of parents surveyed who “agree” or “strongly agree” that they are satisfied with the school overall. (*“Overall, I am satisfied with how my child is supported at Cornerstone Montessori Elementary School”*).

3.16b Survey response rate

1 = Does not meet standard

3.16a Less than 70% of parents surveyed indicate they are satisfied with the school overall.

3.16b The school’s survey response rate was less than 20%.

2 = Approaching standard

3.16a 70%-85% of parents surveyed indicate they are satisfied with the school overall.

3.16b The school’s survey response rate was 20-25%.

3 = Meets standard

3.16a 85.1-95% of parents surveyed indicate they are satisfied with the school overall.

3.16b The school’s survey response rate was more than 25.1-30%.

4 = Exceeds standard

3.16a 95% or more of parents surveyed indicate they are satisfied with the school overall.

3.16b The school’s survey response rate was greater than 30%.

3.16a Rating: ____

3.16b Rating: ____

Overall Rating: ____

Comments:

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

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

- **Providing adequate security.**

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

1 = Does not meet standard The facility requires much improvement in order to provide a safe environment that is conducive to learning. Significant health and safety requirements have not been met OR the school lacks many conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.

2 = Approaching standard Significant health and safety requirements are being met, but the facility needs some improvement in order to provide a safe environment that is conducive to learning. It partially – but not fully – provides conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.

3 = Meets standard Significant health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.

4 = Exceeds standard All health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students. Additionally, the facility meets the mission of the school.

Rating:

Comments:

Source: Authorizer observation

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

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

1 = Does not meet standard

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

2 = Approaching standard

The school has systems to identify students needing supports, but they may not always work as designed. When students are identified the systems in place move at a moderate pace, taking several weeks to a month to execute the eventual support. Communication within systems is patchy and internal/external stakeholders (teachers, school staff, parents, students) receive communication, but it may not always be timely or adequate.

3 = Meets standard

The school has systems to identify students needing supports, which work reliably and are understood and used regularly by individuals throughout the system (teachers, paraprofessionals, administrators, counselors, parents, etc.). When students are identified the systems in place move efficiently, taking days or weeks to execute the needed support. Communication within systems is reliable and internal/external stakeholders (teachers, school staff, parents, students) receive all necessary communication in a clear and timely fashion.

4 = Exceeds standard

The school has systems with built in redundancies (multiple opportunities for reporting) to identify students needing support. The systems work reliably and are understood and used regularly by individuals throughout the system (teachers, paraprofessionals, administrators, counselors, parents, etc.). When students are identified the systems in place move efficiently, taking hours or days to execute the needed support unless mandated timelines are longer. Communication within systems is reliable and

internal/external stakeholders (teachers, school staff, parents, students) receive all necessary communication in a clear and timely fashion.

Rating:

Comments:

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

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

- 3.19a Processes to communicate academic performance and other pertinent school information that are accessible to families including the consideration of language needs (e.g. conferences).
- 3.19b Processes to elicit feedback from families are accessible and seek to reach the broader school community including consideration of language needs. Feedback processes include but are not limited to an annual survey.
- 3.19c Opportunities for parents/guardians to support their child's education and/or the school (e.g. volunteering, parent organization, family events).

1 = Does not meet standard

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

2 = Approaching standard

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

3 = Meets standard

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

<p>c. Between 40.1 - 55% of families/guardians participated in an engagement opportunity.</p>
<p>4 = Exceeds standard</p> <p>a. The school has a comprehensive plan to communicate academic performance and other pertinent school information with families, which is executed with fidelity. School survey data and interviews with families provide evidence of parent satisfaction with home-school communications.</p> <p>b. The school has a formalized process to elicit feedback from families reflective of the broad school community, which is executed with fidelity. The school is able to demonstrate how family feedback is reviewed and utilized in a timely manner. School survey data and interviews with families provide evidence of parent knowledge of and satisfaction with feedback opportunities.</p> <p>c. More than 55% of families/guardians participated in an engagement opportunity.</p>
<p>Rating a:</p> <p>Rating b:</p> <p>Rating c: _____</p> <p>Overall Rating:</p> <p>Comments:</p>
<p>Source: Site visits, ongoing correspondence, interviews</p>

<p>3.20 Is the school committed to creating a welcoming, inclusive, and equitable environment that is open to all students? This is evidenced by the following:</p> <p>3.20a. Marketing/outreach targets socioeconomically and racially diverse populations, which includes having materials available in multiple languages.</p> <p>3.20b. Enrollment policies and practices are accessible and transparent. Supports are available to families as needed to navigate the application and enrollment process.</p> <p>3.20c. The school demonstrates a commitment to cultivating a board and staff that is reflective of the student population.</p>
<p>1 = Does not meet standard</p> <p>a. The school’s marketing strategy marginalizes or ignores students from diverse backgrounds and/or those who are low income. Materials are only available in English.</p> <p>b. Enrollment policies and practices are not transparent and/or result in accessibility barriers for low income students and students of color.</p> <p>c. The board and staff are not representative of the students the school serves.</p>
<p>2 = Approaching standard</p> <p>a. The school’s marketing strategy includes a plan to recruit students from diverse backgrounds and/or those who are low income. However, implementation of the plan is inconsistent and materials are only available in English.</p> <p>b. Enrollment policies and practices are transparent. However, families encounter challenges navigating the enrollment process.</p>

c. While the board and/or staff are not representative of the students the school serves, the school is committed to recruiting board members and staff who are representative and has identified recruitment strategies to this end.

3 = Meets standard

- a. The school's marketing strategy includes an actionable plan to recruit students from diverse backgrounds and/or those who are low income. The plan is actively utilized. Materials are available in multiple languages.
- b. School enrollment policies and practices are clear and easily navigated by families. Methods for accessing support for families needing assistance are readily apparent.
- c. The school employs strategies to recruit and retain board members and staff who are representative of the student population. Board and staff composition reflect these efforts.

4 = Exceeds standard

NOT APPLICABLE

Rating a: _____

Rating b: _____

Rating c: _____

Overall Rating: ____

Comments:

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

Attachment 3 – Articles of Incorporation

3618747-2

NP-RA,



**RESTATED AND AMENDED
ARTICLES OF INCORPORATION OF
CORNERSTONE MONTESSORI ELEMENTARY
SCHOOL**

At a meeting of the Board of Directors on October 12, 2010, by motion made, seconded, and unanimous vote, the following Restated and Amended Articles were adopted:

ARTICLE I—NAME

The name of this corporation shall be Cornerstone Montessori Elementary School.

ARTICLE II-REGISTERED OFFICE ADDRESS

The Registered office of this corporation shall be at 1611 Ames Avenue, St. Paul, Minnesota 55106.

ARTICLE III—PURPOSE

The Corporation is organized and shall be operated exclusively to carry out such purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the "Code"), and which is other than a private foundation by reason of being described in Section 509 (a)(1), (2) or (3) of the Code.

ARTICLE IV—EXEMPTION REQUIREMENTS

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

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.

2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

ARTICLE V—MEMBERSHIP/BOARD OF DIRECTORS

This corporation shall not have members. The corporation shall have a board of directors.

The management of the affairs of the corporation shall be vested in a board of directors, as defined by the corporation's bylaws. No director shall have any right, title, or interest in any property of the corporation.

The initial members of the Board of Directors, who shall serve until a different Board of Directors is appointed in the manner provided for in the bylaws of the Corporation are:

Melissa Santrach, 6 Bent Tree Lane, North Oaks, Minnesota 55127
Molly O'Shaughnessy, 1 Shelby Place, St. Paul, Minnesota 55116
Benedict Moudry, 3708 19th Avenue South, Minneapolis, Minnesota 55407
Allison Awes, 427 Brimhall Street, St. Paul, Minnesota 55105
Tatiana Leiva, 266 West Stevens Street, St. Paul, Minnesota 55107
Margo Roberts, 415 South East 6th Street, Minneapolis, Minnesota 55414
Barbara Williams, 1798 Bush Avenue, St. Paul, Minnesota 55119

ARTICLE VI—PERSONAL LIABILITY

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

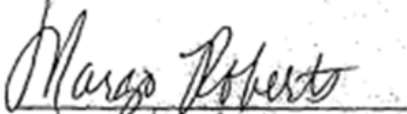
ARTICLE VII—DURATION/DISSOLUTION

The duration of the corporation shall be perpetual until dissolution.

The Corporation may be dissolved in accordance with the laws of the State of Minnesota. At the time of dissolution of the Corporation, the Board of Directors shall, after paying or making

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

By signature below, I hereby certify that the above Restated and Amended Articles of Incorporation were adopted at a duly noticed meeting of the Board of Directors held on October 12, 2010.


SECRETARY

October 12, 2010

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
OCT 28 2010

Mark Ritchie
Secretary of State

Attachment #4 – Bylaws

BYLAWS OF CORNERSTONE MONTESSORI ELEMENTARY SCHOOL

ARTICLE I – NAME AND OFFICE

1.1 NAME. As registered with the State of Minnesota through its Articles of Incorporation, the name of the School shall be Cornerstone Montessori Elementary School.

1.2 OFFICE. The registered office shall be as stated in the Articles of Incorporation. The Corporation may have such other offices within the State of Minnesota as the board of directors may determine or as the affairs of the corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

ARTICLE II - PURPOSE AND AFFILIATION

2.1 PURPOSE. The purposes for which the School is organized are stated in its Articles of Incorporation.

2.2 AFFILIATION. The School is founded on the principles and pedagogy of the Association Montessori Internationale (AMI), the organization founded by Maria Montessori in 1929. As such, the school will strive to hire AMI-trained teachers whenever possible.

ARTICLE III - MINNESOTA LAW COMPLIANCE

3.1 COMPLIANCE. The governance of the Corporation will at all times be in accord with the provisions of MN Stat. §317A (Nonprofit Corporations), MN Stat. §124E (Charter Schools) and §124E.20 (Revenue for a Charter School), MN Stat. §13D.01 et. seq (Minnesota Open Meeting Law), and such other provisions of Minnesota laws therein referenced.

ARTICLE IV - MEMBERSHIP

4.1 MEMBERSHIP. The school shall have no members.

ARTICLE V - BOARD OF DIRECTORS

5.1 GENERAL POWERS. The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, MN Stat. §124E, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

5.2 DIRECTOR RESPONSIBILITIES. Board members are expected to be good stewards of the Corporation, attend all board meetings, actively participate in Board activities, attend Department of Education-approved training as may be required from time to time, and comply with all state and federal laws that pertain to Minnesota Charter schools.

5.3 NUMBER AND COMPOSITION. At all times, the Board of Directors shall consist of at least five (5) but no more than fifteen (15) nonrelated members and include: (i) at least one licensed teacher employed at the school or a licensed teacher providing instruction under a contract between the School and a cooperative; (ii) the parent or legal guardian of a student enrolled in the charter school; and (iii) an interested community member who is not employed by the charter school and does not have a child enrolled in the school. The Board will also consist of at least one (1) AMI-trained individual, to serve in any capacity. The chief financial officer and the chief administrator are ex-officio nonvoting board members. At the date of these bylaws, the Board of Directors is a “non- teacher majority,” and board membership shall be in accord with the provisions of MN Stat. 124E.07. There is a 3 step process to change the structure of the board: 1] a majority vote by the board of directors, 2] a majority vote by the licensed teachers who are employed as teachers in the school, and 3] the authorizer’s approval.

5.4 TERMS

5.4.1 ONGOING BOARD MEMBERS. Board members are elected at the Annual Meeting for a term of three (3) years (unless the Board specifically designates a shorter duration). Directors shall

hold office for a three (3) year term or until the director dies, resigns, is removed or the term otherwise expires as provided by law or by the Bylaws of this Corporation. At no time will all Board positions be up for election in the same year. Board members are eligible for re-election for up to three (3) consecutive terms.

5.5 NOMINATION PROCESS. Beginning 60 days in advance of the Corporation's annual meeting, the Board of Directors will solicit nominations for all of the Directorate positions that will be filled at the next annual meeting. The Board of Directors will compile the list of nominees and notify the eligible voters of the nominees for each position 30 days before the date of the annual meeting.

5.6 ELECTIONS. The election of the Board of Directors shall be in compliance with Section 124E.07 of the Minnesota Statutes.

5.7 QUORUM AND ADJOURNED MEETING. A duly called meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting. If a quorum is present when a duly called meeting is convened, and later enough directors withdraw from the meeting so that less than a quorum remains, no further business can be transacted and the Board Chair may adjourn the meeting.

5.8 MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS. Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of telephone or other electronic means as long as the following conditions are met:

1. All members of the entity participating in the meeting, wherever their physical location, can hear one another and can hear all discussion and testimony;
2. Members of the public present at the regular meeting location can hear all discussion and all votes of members and participate in testimony;
3. At least one member of the entity is physically present at the regular meeting location; and
4. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

5.9 VOTING. Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

5.10 RESIGNATION AND REMOVAL. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, with cause, by a two-thirds (2/3) vote of a majority of all remaining directors of the Corporation. Board members missing more than two (2) regularly scheduled board meetings per year may be removed with cause.

5.11 VACANCIES. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies of the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the end of the term for the seat which that Director holds or the next annual election of directors, whichever first occurs.

5.12 COMPENSATION. Directors, as such, shall not receive stated salaries for their services. Directors may be reimbursed for reasonable out-of-pocket expenses, as the Board of

Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the School.

5.13 DIRECTOR CONFLICTS OF INTEREST. Directors must comply with MN Stat 124E.07 subd.3 regarding conflict of interest. In addition, all directors are expected to fully disclose all conflicts or potential conflicts of interest and refrain from voting on any such matter.

ARTICLE VI - MEETINGS

6.1 REGULAR MEETINGS. Regular meetings of the Board shall be held a minimum of eight times a year at a time and place to be set by the Board, with notice of the time, place, and date published in accordance with Minnesota Open Meeting Law, MN Stat. 13D.01 et. Seq. Exceptions to this are outlined in Minn. Stat. § 13D.05, subd. 2 (compulsory) and Minn. Stat. § 13D.05; 13D.05, subd. 3 (by case).

6.2 SPECIAL MEETINGS. A special meeting of the Board of Directors may be called at any time by a majority vote of the Board. Notification of such meeting shall be in accordance with Minnesota Open Meeting Law. Such notice shall contain the date, time, place, and purpose of the meeting.

6.3 ANNUAL MEETING. The Annual Meeting of the Board of Directors shall be held in May for the purpose of presenting reports by the Board President, Treasurer, and Head of School on the activities and financial condition of the school. The Board-approved Annual Report, as required under Section 124E.16 subd. 2, will be distributed at this time. Elections for open seats on the Board of Directors will take place in accordance with Section 124E.07 of the Minnesota Statutes prior to the Annual Meeting and the results will be presented at the Annual Meeting.

6.4 MEETING NOTICE. Meetings of the Board shall be held at a time and place to be set by the Board, with notice of the time, date, and place provided to the directors and all constituents in accordance with Minnesota Open Meeting Law.

ARTICLE VII - COMMITTEES OF THE BOARD

7.1 COMMITTEE FORMATION. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees. The Board may, by similar vote, designate alternate or replacement members of any committee. Committee members need not be members of the Board of Directors. The Board Chair shall be an ex-officio member of all committees, unless the Board Chair serves as a member of such committee.

7.2 AUTHORITY OF COMMITTEES. Each committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings. All committee recommendations are subject to Board approval at a regular meeting of the Board.

7.3 PROCEDURES FOR CONDUCTING MEETINGS. Committee activities shall be conducted such that they will advance the best interest of the School. The meetings of all committees shall be open to attendance by all directors, but such directors may not vote unless they are members of that committee.

ARTICLE VIII - OFFICERS

8.1 OFFICERS. The officers of the School shall be elected by the Board for one (1) year terms, and shall consist of a Board Chair, Vice Chair, Treasurer, and Secretary who must be concomitantly serving on the Board of Directors. The Board may appoint such additional officers with such duties as it deems advisable. Any officer may be removed at any time prior to the expiration of his or her term by affirmative vote of a majority of the Board. Duties of the officers shall be as follows:

8.2 BOARD CHAIR. The Board Chair shall act as the chairman of the Board of Directors and exercise the functions of the office of the president of the Corporation. The Board Chair, when present, shall preside at all meetings of the board; see that orders and resolutions of

the board are carried into effect; sign and deliver in the name of the School deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the School, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the School's organizational documents or by the board to another officer or agent of the School; maintain records of and, when necessary, certify proceedings of the Board; and perform other duties prescribed by the board or by Minnesota Statutes, Section 317A.305, subd. 2.

8.3 VICE CHAIR. The Vice Chair shall act in the capacity of the Chair whenever the Chair is absent or unable to attend to the School's business. The Vice Chair shall perform other such duties prescribed by the board from time to time or by Minnesota Statutes, Section 317A.311.

8.4 SECRETARY. The Secretary shall keep the minutes of all Board Meetings; in the absence of the Secretary, another Board member will act as secretary. In addition, the Secretary will see that all notices are duly given regarding Board meetings, be custodian of all documents and records belonging to the Corporation, and perform such other duties as may be prescribed by the Board of Directors or the Board Chair from time to time.

8.5 TREASURER. The Treasurer shall keep accurate financial records for the School. The Treasurer shall endorse and deposit money, drafts, and checks in the name of the School; disburse the funds of the School as ordered by the Board, making proper vouchers therefore; and perform any other such duties as may from time to time be prescribed by the Board of Directors or by the Board Chair. The Treasurer may, with board approval, delegate the day-to-day financial operations of the School to another person. Monthly, or upon board request, the Treasurer shall provide the Board with an account of transactions and of the financial condition of the School. The Treasurer shall also serve as the Chair of the Finance Committee.

ARTICLE IX - DISTRIBUTION OF ASSETS

9.1 RIGHT TO CEASE OPERATIONS AND DISTRIBUTE ASSETS. By a two-thirds (2/3) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to affect dissolution. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

9.2 CESSATION AND DISTRIBUTION. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minnesota Statutes, Section 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State, pursuant to Minnesota Statutes, Section 317A.723.

ARTICLE X - INDEMNIFICATION

10.1 INDEMNIFICATION. Each director, officer, and employee of the School, past or present, and each person who serves or may have served at the request of the School as an appointed representative, shall be indemnified by the School, for actions taken and decisions made by such persons on behalf of this School, in accordance with, and to the fullest extent permitted by MN Stat. 317A.521 and MN Stat. 124E.07. Members serving in violation of MN Stat. 124E.07 are individually liable to the charter school for damage caused by contracts issued within the area of their conflict of interest. A board member who is found to have intentionally violated the Open Meeting Law is subject to personal liability in the form of a civil penalty which the school may not pay, as well as forfeit service

on the board.

10.2 LIMITATION ON INDEMNIFICATION. The School shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors.

10.3 INSURANCE. In accordance with MN 124E.09, the School shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under MN Stat. 466. A copy of the insurance policy must be submitted to the School's authorizer and the commissioner before starting operations. Changes in the School's insurance carrier or policy must be submitted to the authorizer and commissioner within 20 business days of the change.

ARTICLE XI - FINANCIAL MATTERS

11.1 FISCAL YEAR. The fiscal year of the Corporation shall be from July 1 of one calendar year to June 30 of the following calendar year.

11.2 ACCOUNTING SYSTEM. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the School.

11.3 ANNUAL AUDIT. The Board of Directors shall engage an independent auditor to annually audit the records and books of the School. The Secretary and Treasurer shall submit all records and books of the School for examination by the auditor as requested. Pursuant to MN Stat. 124E.16 subd. 1, the School will submit an audit report to the commissioner and its authorizer by December 31 each year.

11.4 DOCUMENTS KEPT AT REGISTERED OFFICE. The Board of Directors shall cause to be kept at the registered office of this Corporation all records required by the Minnesota Open Meeting Law and originals or copies of:

11.4.1 Records of all proceedings of the Board of Directors and all committees;

11.4.2 Records of all votes and actions of the members;

11.4.3 All financial statements of this Corporation; and

11.4.4 Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

ARTICLE XII - AMENDMENTS

Subject to the provisions of MN Stat.317A.181, Subd. 2(b), these bylaws may be amended in whole or in part by an affirmative vote of a majority of the directors then seated.

Amended and Restated By-Laws

Board Adopted and Approved: 12-18-12

Board Adopted and Approved: 12-18-12

Board Revised and Approved: 2-13-16

Board Updated Statute References and Approved: 4-16-19

Board Revised and Approved: 11-19-19

Board Updated Statute References and Approved: 4-20-21

Board Revised and Approved: 6-22-21

Board Revised and Approved: 8-18-22

Attachment #5 –Admissions Policy and Procedures

Policy #509

Cornerstone Montessori Elementary School

Enrollment Policy

Under Minnesota law, Cornerstone’s enrollment process starts with an enrollment period. The enrollment period will be February 1 through March 31. Notice of this enrollment period will be made public through postings in community centers and newsletters targeting the Phalen Village community and the school’s website.

The enrollment model for each grade will be approved by the Board of Directors prior to the start of the Open Enrollment period. This enrollment model will accommodate slight over-enrollment to account for likely student attrition.

Enrollment Preference: As required in Minnesota Statutes, section 124E.11, Cornerstone Montessori Elementary School must offer preferential enrollment to siblings of students currently enrolled and to a foster child of that pupil's parents at Cornerstone Montessori Elementary School. As allowed for in Minnesota Statutes, section 124E.11, Cornerstone Montessori offers preferential enrollment to children of school employees. **Cornerstone Montessori Elementary School may not and will not give preference to students of the private pre-school Cornerstone Montessori School. Any family from Cornerstone Montessori School who wants their child to attend Cornerstone Montessori Elementary School must participate in the enrollment and lottery process.** Cornerstone Montessori Elementary School is a public school and as such, the enrollment process may not consider eligibility based on intellectual ability, aptitude, measurement of achievement, athletic ability or any other specific characteristic of children whose enrollment application is received in a timely manner.

Enrollment Process:

Current students of Cornerstone Montessori Elementary School are considered enrolled for the purpose of determining the number of openings for the following year. On the first day of the Open Enrollment period, the number of openings in each grade level will be determined and the Open Enrollment process will begin. Prospective new students must submit enrollment applications by the Open Enrollment deadline.

If openings still exist in any grade after the Open Enrollment deadline, enrollment applications received after the deadline will result in admission on a first-received, first-enrolled basis. In the event post-deadline enrollment results in a full class and later enrollment applications are received, those students will be placed on a waiting list in the order in which the applications were received.

Lottery Process: If more enrollment applications are received during the open enrollment period than available openings in any grade, a public lottery for those openings in those grades must be held. Each of the grades is subject to the lottery process.

The lottery, if necessary, will be conducted on April 10. If April 10 falls on a weekend or holiday, the lottery will be held on the next business day following the weekend or holiday.

The lottery will be conducted by a third-party, unrelated to school staff, board, or applicants. It will occur in a public meeting with adequate notice. The students who are not chosen will be placed on a waiting list in the order their names are drawn.

Upon admission, Cornerstone may require additional information about enrolling students including information on special education needs, health care summaries, family background, and family routines and habits.

Kindergarten Enrollment: Prospective students entering kindergarten must be five years of age on or before September 1 of the kindergarten year.

Non-Discrimination Statement: No child may or will be denied admission to Cornerstone Montessori Elementary School on the basis of gender, religion, ethnicity, or intellectual or physical ability. Cornerstone Montessori Elementary School is a tuition-free school. Students from all backgrounds are encouraged to apply.

Board Approved: August 28, 2012

Board Amended: January 22, 2019

Revised: October 20, 2020

Revised: January 19, 2021

Attachment #6 – Insurance Coverage Types and Amounts

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

466.04 MAXIMUM LIABILITY.

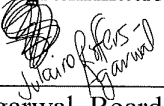
Subdivision 1. Limits; punitive damages.

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

- (1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;
- (2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;
- (3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;
- (4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;
- (5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;
- (6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;
- (7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;
- (8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under sections 115B.01 to 115B.15 or under any other law; or
- (9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality.

Attachment #7 – Compliance Agreement


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



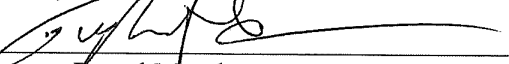
Julaine Roffers-Agarwal, Board Chair



Jessica Goff, Board Secretary



Jean Melancon, Board Treasurer



Tyler Botwens, Board Member



Carolyn Ganz, Board Member



Maisah Outlaw, Board Member

Sarah Stocco, Board Member

Date 5/16/2023

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

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

ACCOUNTABILITY SYSTEM

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

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

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

Pre-Operational Schools

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

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

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

- Staffing

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

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

OVERSIGHT SYSTEM

Reporting

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

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

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

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

Site Visits

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

Formal Site Visit

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

End of Contract Term Site Visit

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

On-going Monitoring Site Visit

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

Attachment #9 – University of St. Thomas Evaluation

NOTICE OF CONTRACT RENEWAL

February 9, 2023

Board of Directors
Cornerstone Montessori Elementary School
1611 Ames Avenue
St. Paul, MN 55106

Dear Board of Directors and Executive Director Schwartz:

This letter serves as a notice of charter contract renewal for Cornerstone Montessori Elementary School. **The University of St. Thomas (St. Thomas) is extending a five (5) year contract renewal to Cornerstone Montessori Elementary School as a result of the school's strong performance in academics, finance and governance.** We will send a draft contract for your review next week and work with you to make any necessary revisions and prepare a final contract for approval at your May board meeting.

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

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

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

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

Overall, St. Thomas believes CMES has an effective educational program and is meeting the needs of students. Over the course of the contract, the school has demonstrated many academic, financial and governance strengths. CMES remains Minnesota's only fully recognized AMI public elementary school and is a model from which other schools may learn. Congratulations and thank you for your commitment to high-quality education.

Academic Performance - Is this Learning Program a success?

SY2020 2.33
SY2021 3.33
SY2022 2.94

SY2023 3.03

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

While there is a gap in academic data due to the pandemic, CMES's performance on state tests in both reading and math has been strong throughout the contract term. CMES continually outperforms the resident district and comparable schools annually and is generally above the state averages. In 2019, the math proficiency dropped to 16.9%; however, the scores increased to 32.9% in 2022. While this is lower than the state average (45.5%), it is above the resident district (28.9%) as well as the demographic match schools (22.9%). St. Thomas will continue to monitor student achievement and growth in math. CMES also demonstrated academic growth through FastBridge, the school-selected reading and math assessment. Examples of the school's commitment to continuous improvement and students' academic performance include:

- An 18.1% increase in reading proficiency on state assessments in 2021;
- A 45.8% jump in science proficiency in 2021;
- The hiring of a math specialist for students performing below grade level;
- Low teacher turnover which leads to a higher level of stability

During the renewal site visit, it was clear that the staff at CMES are fully invested in the school and in helping students to thrive. The passion was very apparent in all focus groups including parents, students, teachers, Board and leadership. The members of the renewal team were impressed by the level of student engagement in all of the classrooms, from the youngest students to the oldest.

Does the School Exhibit Strong Financial Health?

SY2020 3.25

SY2021 3.25

SY2022 3.38

SY2023 3.38

CMES exhibits strong indicators of financial health: (1) clean audits; (2) a strong fund balance; (3) strong student retention; (4) a strong relationship with a financial services provider; (5) conservative budgeting; (6) an active finance committee and financially aware Board that monitors the budget closely and makes adjustments as needed. The school's enrollment rates and student retention rates remain strong as does the financial oversight from school leadership and the board. CMES leadership team and the board work with Dieci School Finance and have developed an internal system of checks and balances. The Finance Committee is involved and readily supports the school's operational needs. The careful and conservative budgeting and oversight has allowed for programming opportunities that benefit the students, such as Artist-in-Residence programs, Equity review and summer programming that can be offered at no charge to parents.

Is the Organization Effective and Well-Run?

SY2020 3.22

SY2021 3.00

SY2022 3.17

SY2023 3.17

Cornerstone is competently governed and managed which is evidenced by a robust fund balance, a high retention rate in administration as well as among board members, and the utilization of organizational best practices. The mission of the school is reflected in the day-to-day operations as well as the long-term strategic planning. The school consistently yields high levels of parent satisfaction on annual surveys and this was reflected in conversations during the school site visits as well. In the 2021-22 school year, CMES completed an equity audit with Equity Alliance MN, which is the first step in the development of an equity plan. The CMES board continues to work on the strategic plan of broadening the reach in the East Side Community. This has included volunteering at community events, sharing community resources with parents and working with the East Side Area Business Association.

CMES is co-located with the Montessori Center of Minnesota (MCM) and the two schools share a Head of School as well as Kindergarten teachers. The relationship with MCM has helped to establish CMES as one of the top public Montessori schools in the country. Other advantages of this relationship include student teachers from MCM who observe and complete their student teaching at CMES as well as the benefit of workshops and mentorship opportunities provided by MCM.

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

Sincerely,

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

SY2020-SY2023 Evaluation

Cornerstone Montessori Elementary School

Evaluation Rubric

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

The Accountability System will be used by authorizing program staff and by the UST Charter School Authorizing Board to assess authorized schools’ suitability for Contract Renewal and to evaluate any charter school seeking Change of Authorizer Status.

The Evaluation Rubric sets forth the metrics (means to quantify a measure) and targets (specific performance thresholds for success in meeting the standard) for determining whether a school has met its performance requirements according to the expectations set forth in the Evaluation Framework. Each metric in the evaluation rubric has performance targets rated on a four-point scale:

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

SECTION I – IS THE LEARNING PROGRAM A SUCCESS?

1.1 Northstar/State Accountability System Goal: Minnesota uses the North Star system to identify schools and districts for support. Has the school been identified as in need of support? If so, is the school using the resources and supports available to create a plan for student success?	
1 = Does not meet standard	The school has been identified for either targeted or comprehensive support but is not using the resources and supports available. No plan is in place.
2 = Approaching standard	The school has been identified for either targeted or comprehensive support and has utilized resources and supports available to create a plan; however, the plan does not appear to be comprehensive or likely to impact student success.
3 = Meets standard	The school has been identified for either targeted or comprehensive support and has created a high quality plan. OR The school has not been identified as in need of support.

4 = Exceeds standard	Not Applicable
2023	
Rating: Enter the number that most closely matches your assessment: <input type="text" value="3"/>	
Comments/Evidence: CMES has not been identified for either targeted or comprehensive support by MDE.	
2022	
Rating: Enter the number that most closely matches your assessment: <input type="text" value="3"/>	
Comments/Evidence: CMES has not been identified for either targeted or comprehensive support by MDE.	
2021	
Rating: Enter the number that most closely matches your assessment: <input type="text" value="3"/>	
Comments/Evidence: CMES has not been identified for either targeted or comprehensive support by MDE.	
2020	
Rating: Enter the number that most closely matches your assessment: <input type="text" value="3"/>	
Comments/Evidence: CMES has not been identified for either targeted or comprehensive support by MDE.	
Data Source: Annual Report, Minnesota Department of Education <i>School Report Card</i> , Consultation with School Leadership and entity providing support/resources (MDE, Regional Center for Excellence, etc.).	

MCA Proficiency: Are students performing as well as or better than the state, the resident district, and comparable schools on MCA math and reading exams? 1.2a Reading 1.2b Mathematics				
1 = Does not meet standard	More than 10 percentage points below comparison groups			
2 = Approaching standard	6-10 percentage points below comparison groups			
3 = Meets standard	Within 5 percentage points of comparison groups			
4 = Exceeds standard	Exceeds comparison group by more than 5 percentage points			
2023				
	Reading Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned

Charter School (CS)	65.3%			
Average of demographic match schools	38.26%	4	37.5%	1.5
Resident district	34.49%	4	37.5%	1.5
State	52.87%	4	25%	1
			100%	Reading Total: 4

	Math Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	32.9%			
Average of demographic match schools	22.9%	4	37.5%	1.5
Resident district	28.09%	3	37.5%	1.125
State	49.43%	1	25%	.25
			100%	Math Total: 2.875

2023

1.2a Reading: 4

1.2b Mathematics: 2.875

Enter the overall score produced by the average of these two scores: 3.43

Comments/Evidence: CME's Math proficiency dropped slightly from 34% in 2021 but outperformed both the resident district and comparison schools. The proficiency percentage in reading jumped from 47.2% in 2021 to 65.3% in 2022. It should also be noted, although not included in the goal, CME's proficiency in Science increased by 45.8 percentage points in 2022 (from 18.2% to 64%)!

2022

1.2a Reading: 3.375

1.2b Mathematics: 2.875

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

Comments/Evidence: As the charts above illustrate, while CMES remains behind state averages, CMES outperformed the resident district and comparison schools in reading and math showing a marked improvement from school year 2018-19. Please note, quantitative academic data is being used for informational purposes only. Scores from indicators using standardized test data will not be included in the school's overall academic score.

Please note, quantitative academic data is being used for informational purposes only. Scores from indicators using standardized test data will not be included in the school's overall academic score.

*While the information available from SY2021 is presented for informational purposes, high opt-out rates coupled with instructional and other disruptions caused by the pandemic resulted in the decision that for SY2021, standardized test results would not be counted as a part of schools'

evaluation evidence and thus will not be included in overall section averages unless a school requests that they be used.

2021

1.2a Reading: N/A

1.2b Mathematics: N/A

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

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

2020

1.2a Reading: 3

1.2b Mathematics: 1

Enter the overall score produced by the average of these two scores: 2

Comments/Evidence: As the charts above illustrate, CMES well outperformed the resident district in reading. However, in math the school was outperformed by the resident district by about 16 percentage points, additionally the gaps between CMES and the state and its demographic match schools were even greater. And while interviews with school leadership demonstrate that CMES is aware of this challenge and is committed to improvement, students' performance in math is a significant area of concern that St. Thomas will monitor closely.

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

1.3 MCA Proficiency, State Demographic Comparison by Race/Ethnicity and FRL: Are student demographic groups (with tested cell sizes greater than 10) performing as well as or better than the statewide average for that student group? Note that for schools with greater than 80% of students qualifying for FRL, demographic categories will also be filtered by FRL status and not displayed separately.

1.3a Reading

1.3b Mathematics

1 = Does not meet standard Most (more than half) of demographic groups fall more than 10 percentage points below the state average.

2 = Approaching standard Most (more than half) of demographic groups fall 6-10 percentage points below the state average.

3 = Meets standard Most (more than half) of demographic groups fall within 5 percentage points of the state average.

4 = Exceeds standard Most (more than half) of demographic groups are exceeding statewide performance by more than 5 percentage points.

SY2023				
	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Math Proficiency				
All	32.9 %			N/A – Included for information only.
Asian Students	CTSTR		5.8%	
Black Students	CTSTR		15.2%	
Hispanic Students	6.7%	23.2%	18.8%	1
White Students	48.6%	54.7%	48.6%	3
FRL	9.5%	23.0%	26.09%	1

	Charter % Proficient	State % Proficient	% of Charter Student Population	Points earned
Reading Proficiency				
All	65.3%			N/A – Included for information only.
Asian Students	CTSTR		5.8%	
Black Students	CTSTR		15.2%	
Hispanic Students	43.8%	32.0%	18.8%	4
White Students	75.7%	59.7%	48.6%	4
FRL	33.3%	31.3%	26.09%	4

2023

1.3a Reading: 4

1.3b Mathematics: 1.67

Enter the overall score produced by the average of these two scores: 2.84

Comments/Evidence: As with the overall scores, each demographic group outperformed the state in reading but fell below the state in math. There was growth in most demographic groups, especially in reading.

2021

1.4a Reading: NA

1.4b Mathematics: NA

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

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

2020

1.3a Reading: 2.6

1.3b Mathematics: 1.3

Enter the overall score produced by the average of these two scores: 1.99

Comments/Evidence: CMES’s performance by demographic groups was well below the state in math. In reading, proficiency was for white students was about 4 percentage points higher than the state and for black students’ proficiency was about 8 percentage points higher. However Latino students trailed state averages by over 28%.

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

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

1.4a Reading

1.4b Mathematics

1 = Does not meet standard	High growth is less than 20 percent AND low growth is more than 30 percent
2 = Approaching standard	Low growth percentage exceeds high growth percentage
3 = Meets standard	High growth percentage exceeds low growth percentage
4 = Exceeds standard	Low growth was less than 20 percent AND high growth was more than 35 percent

2023

1.4a Reading: N/A

1.4b Mathematics: N/A

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

Comments/Evidence: Results are unavailable. Due to a shift in MDE data processing growth data is no longer publicly available in this format. However, per the North Star Academic Progress data, the academic progress levels for Cornerstone Montessori Elementary School are as follows: Math: Improved – 14.6%; Maintained – 29.3%; Decreased/Does Not Meet – 56.1% Reading: Improved – 35.7%; Maintained – 38.1%; Decreased/Does Not Meet – 26.2%.

*Please note that the Academic Progress data is included for informational purposes only and is not scored.

2022

1.4a Reading: N/A

1.4b Mathematics: N/A

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

Comments/Evidence: Results unavailable due to Covid-19 pandemic and shift in MDE data processing.

2021

1.4a Reading: N/A

1.4b Mathematics: N/A_____

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

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

2020

1.4a Reading: 3

1.4b Mathematics: 2

Enter the overall score produced by the average of these two scores: 2.5

Comments/Evidence: SY2019 data shows:

Math – 22.9% high growth and 45.8% low growth

Reading – 34% high growth and 23.4% low growth

As highlighted in 1.2, CMES students have higher growth in reading versus math.

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

1.5 MCA Growth (Comparison Groups): Are students making expected growth compared to the state, resident district, and comparable district schools?

1.5a Reading

1.5b Mathematics

1 = Does not meet standard More than 10 percentage points below comparison groups

2 = Approaching standard 6-10 percentage points below comparison groups

3 = Meets standard Within 5 percentage points of comparison groups

4 = Exceeds standard Exceeds comparison group by more than 5 percentage points

2023

1.5a Reading: N/A

1.5b Mathematics: N/A

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

Comments/Evidence: Due to a shift in MDE data processing, growth scores are no longer available.

2022

1.5a Reading: N/A

1.5b Mathematics: N/A

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

Comments/Evidence: Results unavailable due to Covid-19 pandemic and shift in MDE data processing.

2021

1.4a Reading: N/A

1.4b Mathematics: N/A _____

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

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

2020

Math: 2.625

Reading: 1.75

Enter the overall score produced by the average of these two scores: 2.1875

Comments/Evidence:

Reading CMES	Comparison	District	State
59.6	56.7	44.9	55.8

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

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

1.6a Reading

1.6b Mathematics

1 = Does not meet standard Assessments indicate that a minimal proportion of tested students performed at or above target levels (less than 40%).

2 = Approaching standard Assessments indicate that an inadequate proportion of tested students performed at or above target levels (40%-49%).

3 = Meets standard Assessments indicate that an adequate proportion of tested students performed at or above target levels (50%-65%).

4 = Exceeds standard Assessments indicate that a high proportion of tested students performed at or above target levels (more than 65%).

2023

1.6a Reading: 3

1.6b Math: 3

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

Comments: CME utilized the Fastbridge assessment for both reading and math, aMath and aReading was administered to grades 2 – 6 and Early Reading and Early Math to Kindergarten and first grade. The overall percentages of students in the “low or no risk” levels were 58% for reading and 54% for math.

2022

1.6a Reading: 3

1.6b Math: 3

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

Comments: The school reported that the DIBELS assessment is administered with all children at Cornerstone in grades 1-6 to assess reading performance. In the fall assessment, 58% of children demonstrated grade level proficiency and 14% scored just below grade level. To measure mathematics proficiency in 2020-21, Cornerstone used the FastBridge aMath and offered it to children in grades 2-6 in the fall and winter, 61% of children scored in the low or no risk categories.

2021

1.6a Reading: 3

1.6b Math: 3

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

Comments: The school reported that the DIBELS assessment is administered with all children at Cornerstone in grades 1-6 to assess reading performance. In the fall assessment, 65% of children demonstrated grade level proficiency and 11% scored just below grade level. To measure mathematics proficiency in 2019-20, Cornerstone used the FastBridge aMath assessment for the first time. aMath was administered to all children in grades 3-6 in the fall and winter, 50% of children scored in the low or no risk categories.

2020

1.6a Reading: NA

1.6b Math: NA

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

Comments:

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

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

1.7a Reading

1.7b Mathematics

1 = Does not meet standard Value-added analysis indicates that a minimal proportion of tested students made expected gains (less than 40%).

2 = Approaching standard	Value-added analysis indicates that an inadequate proportion of tested students made expected gains (40%-49%).
3 = Meets standard	Value-added analysis indicates that an adequate proportion of tested students made expected gains (50%-65%).
4 = Exceeds standard	Value-added analysis indicates that an adequate proportion of tested students made expected gains (more than 65%).
2023 1.7a Reading: 4 1.7b Math: 2 Enter the overall score produced by the average of these two scores: 3 Comments: On the Fastbridge assessment in reading, 24% of students made “aggressive growth” (more than one year of growth in one year) and 55% made typical growth (one year of growth in one year). In math, 15% of students made aggressive growth and 33 made typical growth.	
2022 1.7a Reading: 1 1.7b Math: 1 Enter the overall score produced by the average of these two scores: 1 Comments: FastBridge tracks the rate of improvement for children: aggressive growth allows children to end the year in a lower risk category than they started, while typical growth will enable children to improve at the same rate over the course of the year. From fall to spring, 32% of Cornerstone’s children demonstrated aggressive growth in their math proficiency. As with reading, children who struggled the most benefited from a return to in-person learning. 28% of second and third graders were at high risk for meeting benchmarks in the fall, compared to 17% at the year’s end.	
2021 1.7a Reading: NA 1.7b Math: NA Enter the overall score produced by the average of these two scores: NA Comments: The school was unable to administer spring assessments due to the Covid 19 pandemic	
2020 1.7a Reading: NA 1.7b Math: NA Enter the overall score produced by the average of these two scores: NA Comments: CMES transferred into the University of St. Thomas portfolio July 1, 2019, because of this information related to the school’s alternative assessment is not yet available. This information will be reported to St. Thomas in SY2021. Source: Annual Report, End of year report, Test data spreadsheets	

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

1 = Does not meet standard	The school was ranked below the 50 th percentile for graduation and meet state targets.
2 = Approaching standard	The school was in the 50 th -74.9 th percentile for graduation and did not meet state targets.
3 = Meets standard	The school was in the 75-84.9 th percentile for graduation and/or the school met state graduation targets.
4 = Exceeds standard	The school was in the 85 th percentile or above and met state targets for graduation

SY2023 Rating: | N/A |

Comments: Cornerstone Montessori Elementary School does not currently serve high school aged children.

SY2022 Rating: | N/A |

Comments: Cornerstone Montessori Elementary School does not currently serve high school aged children.

SY2021 Rating: | N/A |

Comments: Cornerstone Montessori Elementary School does not currently serve high school aged children.

SY2020 Rating: N/A

Comments: Cornerstone Montessori Elementary School does not currently serve high school aged children.

Source: MDE Data Analytics Request

1.9 Are students learning English (English Language Learners/ELL students) performing at or above the state average for English Language Learners as measured by MCA proficiency? Note that for schools with greater than 80% of students qualifying for FRL, demographic categories will also be filtered by FRL status.

1.9a: Reading

1.9b: Math

1 = Does not meet standard	More than 10 percentage points below state EL performance.
2 = Approaching standard	6-10 percentage points below state EL performance.
3 = Meets standard	Within 5 percentage points of state EL performance.
4 = Exceeds standard	Exceeds state EL performance by more than 5 percentage points.
2023 1.9a: Reading: NA 1.9b: Math: NA Overall Rating: NA Comments: 7.2% of Cornerstone’s population qualifies for English Language services, thus the cell was too small to report for MCA proficiency. On the ACCESS, 36.4% of the students met Level 2 proficiency and 63.6% met Level 3 proficiency. No students met the exit criteria.	
2022 1.9a: Reading: N/A 1.9b: Math: N/A Overall Rating: N/A Comments: This is N/A because the number of EL students served was too small to create publicly available data.	
2021 1.9a: Reading: N/A 1.9b: Math: <u> N/A </u> Overall Rating: N/A <u> </u> Comments: Due to the Covid-19 pandemic, MCA tests were not administered in SY2020.	
2020 1.9a: Reading: 1 1.9b: Math: 1 Overall Rating: 1 Comments: The school reported that none of their students that qualify for EL services met or exceeded standard in math or reading in 2019.	
Source: MDE website	

1.10 Are students receiving special education services performing at or above the state average on MCAs? Note that for schools with greater than 80% of students qualifying for FRL, demographic categories will also be filtered by FRL status.

1.10a: Reading

1.10b: Math

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

2023

1.10a: Reading: 4

1.10b: Math: 1

Overall Rating: 2.5

Comments: Although students qualifying for special education services were well below the state average proficiency in math, there was an increase from proficiency in 2021 (7.7% to 8.3%). In reading, the students at CME outperformed the state by 20.3 percentage points. Also, the CME reading proficiency score increased from 30.8% in 2021 to 46.2% in 2022.

2022

1.10a: Reading: 4

1.10b: Math: 1

Overall Rating: 2.5

Comments: The school reported that in reading, 30.8% of students that qualify for special ed services were proficient compared to the state average of 25.8%. In math, 7.7% met proficiency standards compared to the state average of 22.5%.

As the state no longer allows for simultaneous filtering for FRL and Sped identification, this indicator cannot be scored as negotiated. In addition, as noted above, figures for SY2021 are presented for informational purposes only due to high opt-out rates coupled with instructional and other disruptions caused by the pandemic.

2021

1.10a: Reading: NA

1.10b: Math: NA

Overall Rating: NA

Comments: Due to the Covid-19 pandemic, MCA assessments were not administered in SY2020.

2020

1.10a: Reading: 3

1.10b: Math: 1

Overall Rating: 2

Comments: The school reported that in reading, 31% of students that qualify for special ed services were proficient and in math, 12.5% met proficiency standards.

Source: MDE website

1.11 Does the school’s learning program exemplify the mission and vision of the school?

1 = Does not meet standard The learning program does not exemplify the mission and vision of the school in policy or practice, and school leadership and/or the Board do not recognize the need to synchronize the two.

2 = Approaching standard The learning program does not exemplify the mission and vision of the school. School leadership and the Board recognize the need to synchronize the two.

3 = Meets standard The learning program exemplifies the mission and vision of the school. Staff are able to articulate this through daily teaching.

4 = Exceeds standard The learning program exemplifies the mission and vision of the school. Staff are able to articulate this through daily teaching. Board, academic, and operational decisions are made with the school’s mission in mind.

2023

Rating: 4

Comments: It was clear through interviews with various focus groups during the renewal site visit that CME remains true to the mission and vision. All decisions that are made run through the mission and work to truly “support students to make positive decisions, develop self-discipline and create a true sense of responsibility for themselves and others in their community.” This was evident in classroom observations, through discussions with staff, parents, students, board members. All members of the community are working for the same goal – the give every child the chance to reach their fullest potential. The school-based mental health program is also an example of Cornerstone’s desire to meet the needs of the whole child.

2022

Rating: 4

Comments: Cornerstone continues to be the only AMI-recognized public elementary school in Minnesota. The school continues its commitment to the Montessori method and in-so doing acknowledges “developmentally appropriate” as an ideal learning environment, they merge child-centered practices into many traditional systems. Montessori practices at Cornerstone strive to remain innovative in their application “in their purest form.” The school remains

committed to providing children educational experiences that “fosters optimal outcomes both academically and developmentally – ensuring every child the chance to reach his or her fullest potential.”

2021

Rating: 4

Comments: Cornerstone Montessori Elementary School is the first and only AMI recognized public Montessori Charter School in the Midwest, and one of the few in the country. Montessori, by its very nature, encourages and nurtures choice and the natural development of academic and social skills. Moving away from seat time, bells, and teacher-directed learning, CMES is focused on individualizing learning for each child.

In addition to this, the school is also focused on what data is collected and how it is used. Using academic data collected through the Minnesota Comprehensive Assessments (MCAs), DIBELS, and FastBridge, along with ample observation and classroom formative assessment, Cornerstone assesses what each child individually needs to succeed. Children whose math or reading skills are below grade level receive intensive intervention from a specialist in that subject. In 2018-19, Cornerstone piloted use of the Minnesota Executive Function Scale (MEFS) with the Developmental Environment Rating Scale (DERS) to measure the correspondence between exceptional Montessori environments and strong executive function skills in all children regardless of socio-economic status or race. By looking at the whole child, and not only their academic skills, Cornerstone supports children to achieve to the best of their potential through a quality Montessori Program.

2020

Rating: 4

Comments: Cornerstone Montessori Elementary School is the first and only AMI recognized public Montessori Charter School in the Midwest, and one of the few in the country. Additionally, from conversations with school leadership, parents and teachers it is clear that there is a commitment to providing access to high quality Montessori education to all children, especially low-income students, and students of color. Which was apparent in conversations surrounding the school’s mission and vision, which has been changed to state “Cornerstone Montessori Elementary School's mission is to support children from culturally and economically diverse backgrounds living in or near St. Paul's East Side through a rigorous and high-impact Montessori program that empowers them to make positive decisions, develop self-discipline, and create a true sense of responsibility for themselves and others in their community.” Additionally, in order to support student’s Montessori education while at home the school distributed boxes of supplies and manipulatives to students and families.

Source: Site visits, ongoing correspondence, strategic plan or other documentation

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

1 = Does not meet standard - School has earned an annual AMI recognition rating of “Associated”.

2 = Approaching standard - School has earned an annual AMI recognition rating of “Affiliated” or “Associated” and has documented three or more instances of AMI tours/visits, student teachers, or other (e.g. AMI PD session presentations).

3 = Meets standard - School has earned an annual AMI recognition rating of “Recognized” or “Affiliated” and has documented three or more instances of AMI tours/visits, student teachers, or other (e.g. AMI PD session presentations).

4 = Exceeds standard - School has earned an annual AMI recognition rating of “Recognized” and has documented three or more instances of AMI tours/visits, student teachers, or other (e.g. AMI PD session presentations).

SY2023 Rating: 2.5_ (4**)

Comments: In the annual evaluation, the primary level of CMES was fully recognized. However, at the elementary level, the specific standards were met, but some of the learning recovery methods being utilized resulted in associated status for the year with a reassessment in the fall.

Cornerstone hosted student teachers from Arizona, Wisconsin and Minnesota and also provided consultation to other Montessori schools in Minnesota and Missouri.

*** CMES was visited again in the Fall of 2022-23 and granted recognized status once again. In the renewal application, it was noted that as of February 2023, CMES has hosted observers, tours and student teachers from the Southwest Institute of Montessori Studies, the Montessori Institute (Denver), the Virginia Montessori Teacher Education Center, the Northeast Iowa Montessori School and Endeavor Schools.*

SY2022 Rating: 4

Comments: The school’s programs are evaluated annually by Association of Montessori Internationale, the SY2020-21 consultation report noted the school as “Recognized”. Additionally, the school engaged in virtual consultations with three Montessori charter schools (City Garden Montessori in St. Louis, Bluffview Montessori in Winona, and Oak Hill Montessori in Shoreview) and was also invited to participate in a national Montessori charter collaborative.

SY2021 Rating: |N/A |

Comments: The school spent the 2020-2021 school year exploring possible options for a school-specific goal. In the 2021-2022 school year the school will start reporting this information to St. Thomas, the goal will be based on adherence to the critical standards for AMI Montessori Classrooms.

SY2020 Rating: __N/A__

Comments: CMES transferred into the University of St. Thomas portfolio July 1, 2019, because of this information related to the school's alternative assessment is not yet available. This information will be reported to St. Thomas in SY2021

Source: Annual report

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

2.1 Does the school have an active finance committee or committee of the whole that meets regularly and reports to the full board?	
1 = Does not meet standard	The school has no active finance committee
2 = Approaching standard	The school’s finance committee meets only as needed and only to review financials and/or the finance committee does not report its findings to the full board.
3 = Meets standard	The finance committee meets monthly, examines financial statements, and provides a thorough report of its findings to the full board.
4 = Exceeds standard	The finance committee meets at least monthly and examines financial statements, as well as short and long-range financial issues. Thorough reports of findings are provided to the board.
2023 Rating: 4 Comments: The finance committee meets monthly and includes board members, the school leader and a member of the financial management firm. The finance committee provides updates on the budget and other financial matters at the board meeting each month. In conversation with the financial management firm, it was stated that the school approaches finances conservatively and thoughtfully.	
2022 Rating: 4 Comments: Consistent with previous reports, As previously stated, CMES’ finance committee meets monthly and includes board members, the school leader, and representation from the school’s financial management firm. The board receives a comprehensive update on the school’s financial status at each board meeting.	
2021 Rating: 4 Comments: As previously stated, CMES’ finance committee meets monthly and includes board members, the school leader, and representation from the school’s financial management firm, Dieci. The board receives a comprehensive update on the school’s financial status at each board meeting.	

2020

Rating: 4

Comments: CMES’ finance committee meets monthly and includes board members, the school leader, and representation from the school’s financial management firm, Dieci. The board receives a comprehensive update on the school’s financial status at each board meeting.

Source: Monthly board packets; Site visits

2.2 Does the board have a fund balance policy that includes fund balance goals over time?

1 = Does not meet standard	The school board does not have a fund balance policy
2 = Approaching standard	The school board has a fund balance policy but it does not include established goals over time
3 = Meets standard	The school board has a fund balance policy including goals over time
4 = Exceeds standard	NOT APPLICABLE.

2023

Rating: 3

Comments: The recently revised fund balance policy includes yearly fund balance goals.

2022

Rating: 3

Comments: The school revised its fund balance policy in November, the policy includes incremental or yearly fund balance goals noting that if over 22% budget controls can be discussed so long as they do not adversely affect delivery of instruction and if below 20%, expenditures will be reduced. Additionally, “when the combined total of the General Fund Committed, Assigned and Unassigned fund balances exceeds 30%, Cornerstone Montessori Elementary School will specifically note in the Board minutes that the Board is aware of the situation, review the strategic initiatives, and direct the Finance Committee to recommend how to utilize funds to further those initiatives.”

2021

Rating: 2

Comments: The school recently revised its fund balance policy, the policy does not include incremental or yearly fund balance goals but states, “Cornerstone Montessori Elementary School will strive to attain a minimum general operations fund balance of 20-30% of annual budgeted expenditures. The minimum unassigned fund balance target will be reviewed annually. Once attained, if the unassigned fund balance falls below 20%, Cornerstone Montessori Elementary School will specifically note in the Board minutes that the Board is aware of the situation, cite the circumstances for falling below the goal, and discuss plans for meeting the goal in the future. It is recommended that in future iterations of this policy yearly fund balance goals are included.

2020

Rating: 2

Comments: The school recently revised its fund balance policy, the policy does not include incremental or yearly fund balance goals but states, "Cornerstone Montessori Elementary School will strive to attain a minimum general operations fund balance of 20-30% of annual budgeted expenditures. The minimum unassigned fund balance target will be reviewed annually. Once attained, if the unassigned fund balance falls below 20%, Cornerstone Montessori Elementary School will specifically note in the Board minutes that the Board is aware of the situation, cite the circumstances for falling below the goal, and discuss plans for meeting the goal in the future.

Source: Monthly board packets; Board policy manual

2.3 Has the school successfully completed an annual audit?

1 = Does not meet standard	Audit is not completed or submitted on time to UST and the state
2 = Approaching standard	NOT APPLICABLE
3 = Meets standard	Audit is completed on time and submitted to UST and the state
4 = Exceeds standard	NOT APPLICABLE

2023

Rating: 3

Comments: The audit was completed and submitted on time to St. Thomas and MDE.

2022

Rating: 3

Comments: The audit was completed and submitted on time to St. Thomas and MDE.

2021

Rating: 3

Comments: The audit was completed and submitted on time to St. Thomas and MDE.

2020

Rating: 3

Comments: The audit was completed and submitted on time to St. Thomas and MDE.

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

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

1 = Does not meet standard	The audit is not “clean” OR has at least one of the following: (1) a material weakness on internal controls, (2) a finding on compliance with state law, or (3) three or more other findings
2 = Approaching standard	The audit has two findings, other than internal controls or compliance, but is considered “clean”
3 = Meets standard	The audit is “clean” and has one finding, other than internal controls or compliance
4 = Exceeds standard	The audit has no findings and is “clean”
2023	
Rating: 4	
Comments: The school received a clean audit with no findings.	
2022	
Rating: 4	
Comments: The school received a clean audit with no findings.	
2021	
Rating: 4	
Comments: The school received a clean audit with no findings.	
2020	
Rating: 3	
Comments: The school received a clean audit with one finding of insufficient collateral for SY19.	
Source: Annual financial audit	

<p>2.5 Does the school establish and maintain a balanced budget?</p> <ul style="list-style-type: none"> -Budget is approved before June 30; -Includes a cash flow projection for the year -Is adjusted in a timely fashion when needed; -Meets established fund balance policy goals; and -Does not require major* program cuts)? <p>*Major program cuts are defined as cuts that impact a school’s ability to deliver its core programming to students in a way that negatively impacts student experience.</p>
<p>1 = Does not meet standard A budget is not approved by June 30; the budget is not adequately detailed; no cash flow projection is established; lower than expected enrollment requires major budget adjustments; or the budget does not meet the fund balance policy goals set forth by the board.</p>

2 = Approaching standard A detailed budget is approved before June 30 but may not include a cash flow projection for the year; established budget may require adjustment due to lower than expected enrollment; budget meets the fund balance policy goals set forth by the board.

3 = Meets standard The detailed budget is approved before June 30 and includes a cash flow projection for the year; established budget is based on realistic enrollment; and is adjusted if needed. The budget meets the fund balance policy goals set forth by the board and allows for maintenance of core programming.

4 = Exceeds standard NOT APPLICABLE

2023

Rating: 3

Comments: The FY22 budget was based on an ADM of 137 and ended with an actual ADM of 136.59. The financial management firm and the finance committee work together on a budget and present to the board for review prior to June 30. There are revisions to the budget throughout the year which are also presented to the board on a monthly basis.

2022

Rating: 3

Comments: Per previous years, CMES has operated with thoughtful, conservative budgeting in SY2022. The school began the year with a budgeted ADM of 138 and an actual enrolment of 136. The school has consistently approved its budget documents through a thorough process that allows adequate time for board review and approval prior to the June 30th deadline. The school's most recent audit showed that for the prior fiscal year the school's governmental funds reported a total ending fund balance of \$886,038, of which \$856,482 was unassigned fund balance and \$29,556 was non-spendable prepaids. This total fund balance represents 38.3 percent of General fund expenditures.

2021

Rating: 3

Comments: As stated in previously CMES has a history of thoughtful, conservative budgeting that continued during SY2021. The school began the year with a budgeted ADM of 142 and an actual enrolment of 136. From conversations with the school's leadership team many families who left CMES did so because they wanted an in person option for their children. Staff and the board are tracking enrollment carefully in order to adequately budget for the upcoming school year. Moreover, the school has consistently approved its budget documents through a thorough process that allows adequate time for board review and approval prior to the June 30th deadline. The school's most recent audit showed that for the prior fiscal year the General fund unassigned fund balance is \$746,680 (the fund balance of the General fund was \$851,046). This total fund balance represents 40.5 percent of General fund expenditures.

2020

Rating: 3

Comments: As stated in previously CMES has a history of thoughtful, conservative budgeting that continued during SY2020. The school began the year with a budgeted ADM of 141 and an actual enrolment of 143. The school has consistently approved its budget documents through a thorough process that allows adequate time for board review and approval prior to the June 30th deadline. The school's most recent audit showed that for the prior fiscal year Total General Fund revenues on a net basis were \$51,935 (or 2.69%) higher than the budgeted amount while total expenditures were \$13,988 (or 0.73%) lower than had been budgeted. This allowed CMES to add approximately \$64,000 to its fund balance.

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

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

1 = Does not meet standard	Enrollment realization is 90% or less.
2 = Approaching standard	Enrollment realization is 90-95%.
3 = Meets standard	Enrollment realization is greater than 95%.
4 = Exceeds standard	NOT APPLICABLE

2023

Rating: 3

Comments: The budgeted enrollment for FY22 was 137 and the actual ADM at the end of FY22 was 136.59 which is an enrollment realization of 99.7%.

2022

Rating: 3

Comments: Original budgeted enrollment-138.00 ADMs
Current enrollment (end of 5/10/22)- 137.00 ADMs
Which is an enrollment realization of 99.27%

2021

Rating: 3

Comments: Original budgeted enrollment-142.00 ADMs
Current enrollment (end of April)- 136.00 ADMs
Which is an enrollment realization of 95.77%

2020

Rating: 3

Comments: Original budgeted enrollment-141.00 ADMs Current enrollment (end of March)-143.00 ADMs

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

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

1 = Does not meet standard	The school has fewer than 30 days cash on hand.
2 = Approaching standard	The school maintains 30-59 days cash on hand.
3 = Meets standard	The school maintains a minimum of 60 days cash on hand or is meeting the cash on hand requirements of its bond covenants, whichever is greater.
4 = Exceeds standard	NOT APPLICABLE

2023

Rating: 3

Comments: At the end of FY22, CME had 90 days cash on hand or \$620,420.

2022

Rating: 3

Comments: According to April financial statements the school has the school had a reconciled cash balance of \$717,342 at the end of April. Which amounts to approximately 140.35 days cash on hand.

2021

Rating: 3

Comments: According to April financial statements the school has the school had a reconciled cash balance of \$784,248 at the end of April. Which amounts to approximately 167.59 days cash on hand.

2020

Rating: 3

Comments: According to February financial statements the school has a reconciled cash balance of \$ \$399,506 at the end of March 2020. Which amounts to approximately 97.5 days cash on hand.

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

2.8 For established schools (in operation for at least 4 years) does the school have a sufficient fund balance?	
1 = Does not meet standard	The school's fund balance is less than 10% of annual expenditures.
2 = Approaching standard	The school's fund balance is between 10-15% of annual expenditures.
3 = Meets standard	The school's fund balance is between 16-20% of annual expenditures.
4 = Exceeds standard	The school's fund balance is more than 20% of annual expenditures AND overall academic outcomes fall within the 'meets standard' range.
2023	
Rating: 4	
Comments: For fiscal year 2021-22, the school's fund balance was \$886,570 or 35.1%.	
2022	
Rating: 4	
Comments: For fiscal 2020-21, the schools unassigned fund balance ended at \$856,482. The ending fund balance represents 38.3% (prior year was 40.5%) of expenditures. The school's total net position increased by \$166,593 mainly due to the forgiveness of the PPP loan in the amount of \$215,500.	
2021	
Rating: 4	
Comments: For fiscal 2019-20, the schools unassigned fund balance ended at \$746,680. The ending fund balance represents 40.5% (prior year was 27.79%) of expenditures. The fund balance of the Charter School's General fund increased \$321,565 during that fiscal year. Part of General fund increase was due to the school receiving the Payroll Protection Program (PPP) Loan in FY20. This loan amounted to \$215,500 and the proceeds were recognized as Other Financing Sources, therefore increasing the school's fund balance.	
2020	
Rating: 4	
Comments: For fiscal 2018-19, the fund balance in the General Fund increased by \$64,361. The fund balance ended at \$529,481 as of June 30, 2019. The ending fund balance represents 27.79% (prior year was 26.12%) of expenditures	
Source: Annual Report, Auditor Report, Financial Statements, Board policies	

SECTION 3: IS THE ORGANIZATION EFFECTIVE AND WELL RUN?

3.1 Do all board members meet the statutory requirements for initial and ongoing training on board roles and responsibilities, governance, finance and employment practices?	
1 = Does not meet standard	Three or more board members are/have been out of compliance during the school year.
2 = Approaching standard	Two or fewer board members are/have been out of compliance during the school year.
3 = Meets standard	All board members meet training requirements
4 = Exceeds standard	NOT APPLICABLE.
2023	
Rating: 3	
Comments: Per the board training template submitted with the SY22 Annual report, all board members have met the initial training requirements and are in compliance.	
2022	
Rating: 3	
Comments: Based on the Board information chart provided on March 23, 2022, all of the school’s board members are in compliance with their initial training and annual board training requirements.	
2021	
Rating: 3	
Comments: From information reported to St. Thomas from Cornerstone all new board members have met the initial training requirements and all current board members have met ongoing training requirements as outlined in statute.	
2020	
Rating: 3	
Comments: All current board members have met both the initial training requirements and as well as the ongoing requirements as well.	
Source: Monthly board packets, UST site visits, Statement of compliance sheet	

3.2 Does the board meet its governance model requirements as laid out in its bylaws and as required by Minnesota Statute?

1 = Does not meet standard	The governance model is not clear in the bylaws, the governance model does not meet the requirements laid out in the Charter School Law, or the board does not meet its governance model as laid out in the bylaws.
2 = Approaching standard	The governance model is clearly outlined in the school's bylaws and meets the requirements of the Charter School Law but the board has struggled to recruit members to fill all required seats.
3 = Meets standard	The governance model is clearly outlined in the school's bylaws and meets the requirements of the Charter School Law. The board's recruitment system has resulted in adequate membership which consistently meets all requirements of the Charter Law.
4 = Exceeds standard	NOT APPLICABLE.
2023 Rating: 3 Comments: The board make-up is in alignment with the current bylaws. The range of expertise on the board includes finance, education, law and Montessori training.	
2022 Rating: 3 Comments: The board includes one teacher, two parents and four community members currently, which is in alignment with the bylaws. Board member expertise is varied and aligns with school governance – finance, education, AMI, and law.	
2021 Rating: 3 Comments: CMES has consistently seated board members with a range of expertise that meet the governance model identified in the school's bylaws and charter statute.	
2020 Rating: 3 Comments: CMES has consistently seated board members with a range of expertise that meet the governance model identified in the school's bylaws and charter statute. The current board includes individuals with expertise in Montessori education, finance, grant writing and law. Source: Board bylaws, MN Stat. 124E, Board minutes or interviews with board members	

3.3 Does the school board have a board-approved professional development plan for the director (if applicable as required by *Minnesota Statutes 2016, 124E.12, subd. 2(b)*)?

1 = Does not meet standard	The board does not have an approved professional development plan for its school leader.
2 = Approaching standard	The board has a professional development plan for its school leader, but the plan is not comprehensive or effectively utilized.
3 = Meets standard	The board has a professional development plan for its school leader that is updated annually based on the director evaluation.
4 = Exceeds standard	The board has a professional development plan for its school leader that is updated annually based on the director evaluation. The plan is comprehensive and effectively utilized.
2023	
Rating: 4	
Comments: The school directors submits a professional development plan annually. The plan includes events to attend and skills to gain. Equity in Education and Trauma-informed education are included on the current professional development plan.	
2022	
Rating: 4	
Comments: Each year the Head of School submits a Professional Development Plan to the CMES Board for approval. In this plan are events she intends to attend, as well as skills she intends to gain. The Head of School’s plan for school year 2022-2023 includes session in three categories: Social Emotional Learning, Special Education in Montessori, and Equity in Education.	
2021	
Rating: 4	
Comments: Each year the Head of School submits a Professional Development Plan to the CMES Board for approval. In this plan are events she intends to attend, as well as skills she intends to gain. Over the 2019-2020 school year the Head of School engaged in an Administrators Refresher Course – AMI/USA, the Circle of Security – Montessori Center of Minnesota and the ADSIS Spring Conference	
2020	
Rating: 4	
Comments: The annual report states that the HOS has a professional development plan in which the BOD approves annually. The Professional development plan for the head of school included opportunities for her to deepen her skills as a Montessori school leader (attended MN AMI Heads of School meetings and AMI Refresher Courses) as well as opportunities to understand and combat implicit bias and support equity.	
Source: Board professional development plan, board minutes, director evaluation	

3.4 Does the board understand and comply with the Open Meeting Law and maintain orderly records including its bylaws, policies, board/committee minutes, and board packets?

1 = Does not meet standard	The board does not understand the requirements of the Open Meeting Law and has been out of compliance more than once in the last year and/or the board does not maintain its records in an orderly fashion
2 = Approaching standard	The board exhibits working knowledge of the requirements of the Open Meeting Law and has been out of compliance no more than once in the last year and maintains its records properly, with minor exceptions.
3 = Meets standard	The board understands and meets the requirements of the Open Meeting Law and maintains its records in an orderly fashion.
4 = Exceeds standard	NOT APPLICABLE
2023	
Rating: 3	
Comments: Through interviews with board members and observations, it is clear that the board has a good understanding of Open Meeting Law. No violations were observed nor have any been reported,	
2022	
Rating: 3	
Comments: No Open Meeting Law violations were observed or reported.	
2021	
Rating: 3	
Comments: No Open Meeting Law violations were observed or reported.	
2020	
Rating: 3	
Comments: No Open Meeting Law violations were observed or reported.	
Source: Board minutes, ongoing correspondence, UST site visits	

3.5 Are all the school's educational staff appropriately licensed?	
1 = Does not meet standard	At least one educational staff is not appropriately licensed or does not hold appropriate and current waivers or variances.
2 = Approaching standard	At least one educational staff has been on a waiver or variance for more than one year.
3 = Meets standard	All educational staff are appropriately licensed.
4 = Exceeds standard	NOT APPLICABLE
2023	

Rating: 3 Comments: All staff are appropriately licensed per MDE license look-up.
2022 Rating: 3 Comments: Staff are appropriately licensed.
2021 Rating: 3 Comments: Staff are appropriately licensed.
2020 Rating: 3 Comments: Staff are appropriately licensed.
Source: MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1

3.6 Does the school follow the admission policies and procedures outlined in law?	
1 = Does not meet standard procedures outlined in law.	The school does not follow the admission policies and
2 = Approaching standard	NOT APPLICABLE
3 = Meets standard outlined in law.	The school follows the admission policies and procedures
4 = Exceeds standard	NOT APPLICABLE
2023 Rating: 3 Comments: CME’s enrollment and admissions policy is compliant with applicable laws and state statute. No incidents of noncompliance have been reported or observed.	
2022 Rating: 3 Comments: CMES’s enrollment/ admissions policy is aligned with applicable law. The school appears to continue to follow the policies and procedures. No incidents of noncompliance were observed or reported.	
2021 Rating: 3	

Comments: CMES's enrollment/ admissions policy is aligned with applicable law. The school appears to continue to follow the policies and procedures. No incidents of noncompliance were observed or reported.

2020

Rating: 3

Comments: In the 2018-19 school year CMES updated its enrollment policy and is aligned with applicable law. The school appears to continue to follow the policies and procedures. No incidents of noncompliance were observed or reported.

Source: Annual report (pp. 23, Appendix I), authorizer observation

3.7 Does the school complete criminal background checks in accordance with MN Statute and UST expectations?

1 = Does not meet standard The school cannot certify that it completes criminal background checks of staff and the board.

2 = Approaching standard The school certifies that it completes criminal background checks of the staff but not the board.

3 = Meets standard The school certifies that it completes criminal background checks of staff and the board, as required by school policy.

4 = Exceeds standard NOT APPLICABLE

2023

Rating: 3

Comments: CMES performs background checks on all staff members, board members, volunteers and parent chaperones for field trips.

2022

Rating: 3

Comments: As mentioned in quarterly reports CMES performs background checks on staff members, board members and volunteers.

2021

Rating: 3

Comments: As mentioned in quarterly reports CMES performs background checks on staff members, board members and volunteers.

2020

Rating: 3

Comments: As mentioned in quarterly reports CMES performs background checks on staff members, board members and volunteers.

Source: UST site visit, board chair interview, background check policy, Quarterly Report 2 (pp. 4, 34-37).

3.8 Is the school compliant with other applicable law?

1 = Does not meet standard	The school is not in compliance with other applicable law.
2 = Approaching standard	NOT APPLICABLE
3 = Meets standard	The school is in compliance with other applicable law.
4 = Exceeds standard	NOT APPLICABLE

2023
Rating: 3
Comments: No issues of noncompliance have been observed or reported.

2022
Rating: 3
Comments: St. Thomas did not observe any noncompliance issues. No complaints related to noncompliance were received.

2021
Rating: 3
Comments: St. Thomas did not observe any noncompliance issues. No complaints related to noncompliance were received.

2020
Rating: 3
Comments: St. Thomas did not observe any noncompliance issues. No complaints related to noncompliance were received.

Source: UST site visit, board chair interview, background check policy

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

- Understanding of board and school leader roles (governance vs. management)
- Annual board self-evaluation
- Annual school-leader evaluation
- Annual evaluation of Educational Service Provider (CMO/EMO) if applicable
- Regular Strategic planning (at least once every five years)

1 = Does not meet standard	At least some board members do not understand the role of the board and the role of the school leader. Board policies and practices are not transparent or not present. Board meetings often address issues not central to the role of the board and/or fail to address core functions such as leader evaluation and school financial/academic health.
2 = Approaching standard	Some board members, but not all, exhibit understanding of their roles as board members and the role of the school leader. Board policies and practices are not always transparent and/or are not fully developed. The board inconsistently addresses issues central to its role such as leader evaluation and school financial/academic health.
3 = Meets standard	The Board exhibits understanding of its role and the role of the school leader. The board policies and practices are generally transparent and systems are in place to maximize effectiveness of the board, including an orientation process for new members and a plan for conducting and tracking initial and ongoing training. The board is able to adequately sustain its membership through recruitment efforts.
4 = Exceeds standard	NOT APPLICABLE
2023	
Rating: 3	
Comments:	The strategic plan for CME was updated in 2020 and then put away while dealing with the pandemic. This year, attention will return to the strategic plan. CME contracted with Equity Alliance who performed an equity audit of the school. This audit will then be translated into an equity plan.
	The CME school board is engaged and stays well-informed of what is going on at the school. They complete an annual self-evaluation as well as an evaluation of the school leader. The board engages in regular training in school finance as well as other pertinent issues.
2022	
Rating: 3	
Comments:	CME's board is high functioning and engaging in effective governance practices including: annual self-evaluation, a detailed onboarding process for new members, annual evaluation of the executive director, regular board training aligned with identified priorities, and strategic planning that guides the board and school team.
2021	
Rating: 3	
Comments:	As noted in previous evaluations, the CMES's board is well-functioning and understands its role. The board has a strong foundation of long-standing service in key positions as well as systems and processes to not only effectively and efficiently run meetings but

accomplish short and long-term business. Other ways in which the board demonstrates effective governance practices include:

- Continuous Strategic Planning
- Effective financial oversight
- Robust orientation process as well as a focus on pertinent yearly trainings
- Regular review of board policies and bylaws

It is also important to note that a new strategic plan was approved in the winter of 2019-20 and presented to the community by CMES Board Chair Jean Melancon and Vice Chair Julaine Roffers-Agarwal. The strategic plan focuses on growing the school and recentering equity and community at CMES. Additionally, the school has devoted significant time and resources in 2019-20 to educating its community on anti-racism and bias.

2020

Rating: 3

Comments: As noted in previous evaluations, the CMES’s board is well-functioning and understands its role. The board has a strong foundation of long-standing service in key positions as well as systems and processes to not only effectively and efficiently run meetings but accomplish short and long-term business. Other ways in which the board demonstrates effective governance practices include:

- Continuous Strategic Planning
- Effective financial oversight
- Robust orientation process as well as a focus on pertinent yearly trainings
- Regular review of board policies and bylaws

It is also important to note that a new strategic plan was approved in the winter of 2019-20 and presented to the community by CMES Board Chair Jean Melancon and Vice Chair Julaine Roffers-Agarwal. The strategic plan focuses on growing the school and recentering equity and community at CMES. Additionally, the school has devoted significant time and resources in 2019-20 to educating its community on anti-racism and bias.

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

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

1 = Does not meet standard	Board policies and/or bylaws are outdated and not reviewed regularly.
2 = Approaching standard	Board policies and/or bylaws are reviewed and approved as needed, but are not comprehensively reviewed on a regularly scheduled basis.

3 = Meets standard	Board policies and bylaws are reviewed for content and legal compliance, updated, and approved on a regularly scheduled basis, no less than once every three years.
4 = Exceeds standard	NOT APPLICABLE
2023	
Rating: 3	
Comments: The policies are reviewed on a three-year cycle. The bylaws were amended in June of 2021.	
2022	
Rating: 3	
Comments: Per Quarterly Report 2, CME's policies are reviewed on a three-year cycle. Bylaws were last amended in June of 2021.	
2021	
Rating: 3	
Comments: The Board of Directors reviews each policy at least every three years, except for the Internet Acceptable Use and Safety Policy, which is reviewed annually. The CMES Bylaws were last revised and approved by the Board of directors on November 19th, 2019.	
2020	
Rating: 3	
Comments: As reported by the school, The CMES Bylaws were last revised and approved by the Board of directors on November 19th, 2019. Bylaws and policies are reviewed on an ongoing basis.	
Source: Board minutes, board policies, Governance binder, UST site visit, Quarterly Report 2	

3.11 Does the board submit a complete board packet (including agenda, minutes, director report, other relevant documents, check register, cash flow sheet, enrollment report, balance sheet and income and expense report), to be received by UST at least three days prior to all board meetings?	
1 = Does not meet standard	Board packets are not submitted on time AND are incomplete
2 = Approaching standard	Board packets are submitted on time (more than 75 percent of the time) but incomplete OR not submitted on time (less than 75 percent of the time) but complete
3 = Meets standard	Board packets are submitted on time (more than 75 percent of the time) and complete
4 = Exceeds standard	NOT APPLICABLE
2023	
Rating: 3	
Comments: Board packets are submitted on time through the use of google drive.	
2022	
Rating: 3	

Comments: CME continues to use google drive to distribute and archive board packets, which are available on time.

2021

Rating: 3

Comments: Board materials are submitted to St. Thomas by the board chair at least 3 days prior to board meetings.

2020

Rating: 3

Comments: Board materials are submitted to St. Thomas at least 3 days prior to board meetings.

Source: Monthly board packets; Board materials tracking document (G-1 CS info)

3.12 Is the school fulfilling its legal obligations related to access and services to English language learners (ELLs)? This includes maintaining an established EL program with a written plan for service at all grade and proficiency levels, securing appropriate staffing, supplying relevant professional development to all staff, ensuring that information on student EL status is available to all classroom teachers, and following MN Standardized Statewide EL Procedures for identification, entrance, and exit. The school ensures that staff have appropriate training, hold appropriate licenses, and are familiar with current legislation and research related to best practices for serving ELL students.

1 = Does not meet standard The school is not fulfilling its legal obligations regarding ELLs and requires substantial improvement

2 = Approaching standard The school is fulfilling all of its legal obligations regarding ELLs but requires some improvements

3 = Meets standard The school is fulfilling its legal obligations regarding ELLs and requires no considerable improvements

4 = Exceeds standard NOT APPLICABLE

2023

Rating: 3

Comments: Through interviews at the renewal site visit and review of reports, it was shared that the identification process for English language services includes the home language survey, assessment results and teacher recommendations. There are currently 14 students at CME receiving EL services, which is higher than previous years. Staff try to provide as much support as possible within the classroom rather than isolating the EL process.

2022

Rating: 3

Comments: CME provides an overview of the EL program part of Quarterly Report 2. As of January, 12 students were identified as ELL. According to quarterly report 2, ELL students at Cornerstone succeed academically, particularly when considering growth measures. DIBELS scores indicate growth, in September 2020, 20% of children receiving ELL services scored at grade level in reading and in May 2021, 40% scored at or near grade level. Further “The Montessori pedagogy also encourages children to repeat work, especially in the early years. Repetition and concrete experiences both benefit ELL students in building vocabulary and connecting concepts to language.”

2021

Rating: 3

Comments: There are currently 13 children at CMES that qualify for EL services. Students are supported primarily in 1:1 or small group push in services. A small number of children receive pull-out services, reflecting a preference from the child.

Children are exited from the program when their ACCESS scores indicate that they have met proficiency in spoken and written language, as well as in reading and hearing fluency (composite scores higher than 4.5). In addition to the ELL teacher, services for English Language Learners may be coordinated with the Literacy Specialist and/or Special Education team.

Additionally, the school reported that the children who receive ELL services at Cornerstone succeed academically, particularly when considering growth measures. On the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) assessment administered in September 2020, only 20% of children receiving ELL services scored at grade level in reading. By December, 50% scored at or near grade level.

2020

Rating: 3

Comments: In SY2020, 13 students (9%) of CMES students have been identified as English Learners.

The school reports that students primarily receive services in 1:1 or small group push-in services. A small number of children receive pull-out services, during their service time, children primarily receive support on the work from their Montessori lessons or interest-driven research.

The school also reports that on the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) assessment, 50% of the children assessed demonstrated literacy skills at or near grade level.

From conversations with administration and teachers CMES is following MN Statewide Procedures for identification, entrance and exit.

Source: UST site visits, Reference ELL Packet, Formalized complaints at MDE, or Critical Elements review (SP-1), Annual Report

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

1 = Does not meet standard The school is not fulfilling its legal obligations regarding students with special needs and requires substantial improvement

2 = Approaching standard The school is fulfilling all of its legal obligations regarding students with special needs but requires some improvements

3 = Meets standard The school is fulfilling its legal obligations regarding students with special needs and requires no considerable improvements

4 = Exceeds standard NOT APPLICABLE

2023

Rating: 3

Comments: The identification process for special education services begins with Child Find, which meets on a monthly basis. Teachers bring observations and interventions tried as well as any data collected. The special education team is then brought in for the next step and this is when parents are involved as well. The special education teachers and paraprofessionals have monthly meetings with the Special Education Director. CME contracts for Occupational Therapy, Speech/Language Pathology, School Psychologist, Developmental Adapted Physical Education and the Special Education Director. The school also has a Due Process Coordinator to support with the writing of IEP's. It was shared that during the pandemic, the special education services had moved to more of a pull-out model and this has continued. The hope is to move back to more push-in services so that students are not out of the classroom. 13% of students at CME qualify for special education services.

2022

Rating: 3

Comments: Between 2016 and 2021, 31 Special Education referrals were made; of these, 24 children qualified for Special Education, and of those children who did not qualify, 4 were referred by parents (not teachers). The commitment to personalization is reinforced in classroom observations and in conversations with the school stakeholders. The school has a Child Study team, composed of the Special Education director, teachers, and specialists (Occupational Therapy, Speech-Language Pathology, Psychology, Developmental Adapted Physical Education (DAPE)).

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

2021

Rating: 3

Comments: In SY2021, 22 students (16.3%) of CMES students have been identified as qualifying for Special Education Services.

The school reports that, “Special Education at Cornerstone mirrors as closely as possible the children’s Montessori experience: services are push-in whenever a child can support work in the classroom, lessons are based on concrete practices, and the child’s needs are followed in the moment while always considering their overall development and growth.” Moreover, the CMES Sped Team is well-staffed for the needs of the children receiving services. The school employs one Special Education teacher on staff and two contracted Special Education teachers, through Twin Cities Educational Consultants, one of whom is on-site full-time. The school also has 10 Special Education paraprofessionals, and Amanda Wilmot serves as the Special Education Director (Indigo Education). In addition to these staff members the school also contracts for school social work services with the staff social workers at the Montessori Center of Minnesota, speech-language pathology with By Word of Mouth, occupational therapy with On the Move, and DAPE with Moving Matters.

Additionally, children who do not qualify for Special Education but require additional support to meet grade level expectations are supported through other services. Cornerstone’s Literacy Specialist works with children below grade level in reading, as determined by triennial assessment with the DIBELS. Children who need behavior support to be successful are served by one of the two school social workers or the Behavior Specialist, Liesl Taylor.

2020

Rating: 3

Comments: In SY2020, 21 students (14.6%) of CMES students have been identified as qualifying for Special Education Services.

The school reports that students receive services that are push-in whenever a child can support work in the classroom, lessons are based on concrete practices, and the child’s needs are followed in the moment while always considering their overall development and growth, the school also contracts with Indigo Education for services.

The school also reports that on the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) assessment, 37.5% of those assessed are reading at or approaching grade level. Only 5 of 14 children assessed with FastBridge this fall are at high risk of not meeting grade level in math.

The school appears to have a solid identification process and a search on MDE shows no current complaints.

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

3.14 Does the school meet or exceed the attendance rate goal?	
1 = Does not meet standard	The attendance rate is less than 85 percent
2 = Approaching standard	The attendance rate is between 85 and 89 percent
3 = Meets standard	The attendance rate is 90-94 percent OR improves by at least 0.1 percent over the previous year
4 = Exceeds standard	The attendance rate is more than 95 percent
2023	
Rating: 1	
Comments: CME’s consistent attendance rate for SY22 is 56.9% per the MDE Report Card. This is below the state consistent attendance rate of 69.8%.	
2022	
Rating: 2	
Comments: CMES’ consistent attendance rate was 89.3% in SY2021.	
2021	
Rating: 3	
Comments: Due to the COVID-19 pandemic, MDE did not calculate consistent attendance rate. For evaluation purposes, UST used the school reported enrollment rate from the annual report. The attendance rate reported for SY21 was 90.6%.	
2020	
Rating: 3	
Comments: Due to the COVID-19 pandemic, MDE did not calculate consistent attendance rate. For evaluation purposes, UST used the school reported enrollment rate from the annual report. The attendance rate reported for SY20 was 92%.	
Source: Annual reports (pp. 13), MDE website (data downloads)	

3.15 Is the school able to maintain a high percentage of teacher retention?	
1 = Does not meet standard	Fewer than 70 percent of teachers remained at the school last year (excluding retirements).

2 = Approaching standard	Between 70 and 84 percent of teachers remained at the school last year (excluding retirements).
3 = Meets standard	More than 85 percent of teachers remained at the school last year (excluding retirements).
4 = Exceeds standard	Over the course of the contract (or at least 3 years) teacher retention has consistently remained high (>85 percent)
2023	
Rating: 4	
Comments: For the 2022-23 school year, Cornerstone had a teacher retention rate of 100%!	
2022	
Rating: 1	
Comments: The school reported that 7/12 (58.3%) of the teaching staff employed in the 2020-21 school year were returning in the 2021-2022 school year; one left the state, one changed career, and three took positions in other schools	
2021	
Rating: 4	
Comments: The school reported that 10/11 of the teaching staff employed in the 2019-20 school year were returning in the 2020-2021 school year. The school hired an additional kindergarten teacher.	
2020	
Rating: 4	
Comments: The school reported that 10/11 of the teaching staff employed in the 2018-19 school year were returning in the 2019-2020 school year,	
Source: Annual report (Appendix D)	

3.16 Does the school generally retain its students from October 1st through the close of the school year?	
1 = Does not meet standard	Student retention rates are more than 10% below the school's agreed-upon target rates.
2 = Approaching standard	Student retention rates are 5-10% below the school's agreed-upon target rates.
3 = Meets standard	The school is consistently fully enrolled. Student retention rates are within 5% or above the school's agreed-upon target rates
4 = Exceeds standard	NOT APPLICABLE

<p>2023 Rating: 3 Comments: The student retention rate for SY22 was 90%, up from 87% in SY21.</p>
<p>2022 Rating: 3 Comments: CMES ended SY2021 with 138 students, up from 135. After October 1, 9 new students enrolled, and 6 students exited.</p>
<p>2021 Rating: 3 Comments: CMES ended SY2020 with 139 students, down from 141. After October 1, 1 new student enrolled, and 3 students exited.</p>
<p>2020 Rating: 3 Comments: CMES ended SY2018 with 143 students, down from 142. After October 1, 2 new students enrolled, and 1 student exited.</p>
<p>Source: Annual report (pp. 22)</p>

<p>3.17 Does the school exhibit a high level of parent satisfaction?</p>	
<p>1 = Does not meet standard</p>	<p>Less than 75% of parents surveyed indicate they are satisfied with the school OR the school failed to achieve a response rate greater than 20%.</p>
<p>2 = Approaching standard</p>	<p>More than 75% but less than 85% of parents surveyed indicate they are satisfied with the school.</p>
<p>3 = Meets standard</p>	<p>More than 85% but less than 95% of parents surveyed indicate they are satisfied with the school.</p>
<p>4 = Exceeds standard</p>	<p>At least 95% of parents surveyed indicate they are satisfied with the school.</p>
<p>2023 Rating: 4 Comments: In the spring of SY22, 32 out of the 96 families responded to the annual parent survey (33%) which a higher response rate than in previous years. 100% of the respondents indicated that they were satisfied with how their children were progressing; 90.6% said they would recommend Cornerstone to friend or family; and 93.8% said they were satisfied with the experience in the community.</p>	

2022

Rating: 4

Comments: The school reported in its annual report that, “[i]n the 2020-2021 parent satisfaction survey, 23 families responded, of the 102 families enrolled.” The school further noted that 95.5% indicated they were satisfied with the school.

2021

Rating: 4

Comments: The school reported in its annual report that in, “the 2019-2020 parent satisfaction survey, 24 families responded. While we always hope for a higher response rate, we were proud to continue the trend of parents showing satisfaction with Cornerstone. This year, 100% indicated they were satisfied, overall, with how their children are supported at Cornerstone and 100% were satisfied with the quality of the Montessori program.”

2020

Rating: 4

Comments: The school reported in its annual report, “that in the 2018-2019 parent satisfaction survey, 41 families responded out of 78 families total. Which represented a 20% increase from the results of the 2017-18 survey. Of the 41 families surveyed in 2019, 97.5% indicated they were satisfied, overall, with how their children are supported at Cornerstone and 97.5% were satisfied with the quality of the Montessori program”

Source: Annual report, (Appendix A)

3.18 Is the school’s physical plant safe and conducive to learning?

1 = Does not meet standard The facility requires much improvement in order to provide a safe environment that is conducive to learning. Significant health and safety requirements have not been met OR the school lacks many conditions such as the following: a) a design well- suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.

2 = Approaching standard Significant health and safety requirements are being met, but the facility needs some improvement in order to provide a safe environment that is conducive to learning. It partially – but not fully – provides conditions such as the following: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.

3 = Meets standard Significant health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students.

4 = Exceeds standard All health and safety code requirements are being met AND the facility generally provides a safe environment that is conducive to learning, based on conditions such as: a) a design well-suited to meet the curricular and social needs of its students, faculty, and community members; b) a size appropriate for the enrollment and student-teacher ratios in each class; c) adequate maintenance and security; d) well-maintained equipment and furniture that match the educational needs of the students; e) accessibility to all students. Additionally, the facility meets the mission of the school.

2023
Rating: 4
Comments: All health and safety codes are met and the environment is safe. It is also welcoming and inviting. The outside spaces definitely enhance the overall educational experience. The classrooms are open and well-furnished. The staff to student ratios are indicative of good Montessori programming and, as with everything else at the school, the spaces are designed with children at the forefront.

2022
Rating: 4
Comments: Per previous reports, CME’s facility meets legal health and safety requirements, and the school is well designed and furnished in a way that is extremely welcoming and joyful, and also conducive to Montessori education.

2021

Rating: 4

Comments: As previously stated, the facility that CMES is currently located meets legal health and safety requirements and the school is well designed and furnished in a way that is not only welcoming and joyful but also conducive to Montessori education.

2020

Rating: 4

Comments: As previously stated, the facility that CMES is currently located meets legal health and safety requirements and the school is well designed and furnished in a way that is not only welcoming and joyful but also conducive to Montessori education.

Attachment #10 – Intervention Policy

Range of Interventions Guidelines

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

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

Attachment #11 – School Closure Plan

School Closure Plan

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

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

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

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

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

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

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

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

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). <input type="checkbox"/> Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (<i>See</i> Liquidation of Assets, below.) <input type="checkbox"/> Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. <input type="checkbox"/> Cancellation of corporate credit cards and lines of credit. <input type="checkbox"/> Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. <input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to the UST through Interim Statements and a Final Statement (below). 			
16	<p>Protection of Assets; Insurance</p> <p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan. <input type="checkbox"/> Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. <input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. <input type="checkbox"/> Appropriate security services should be obtained or maintained. <input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility. 			
17	<p>Inventory</p> <p>No later than 30 days prior to CHARTER REVOCATION, <u>all</u> of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated.</p>			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> All assets of the School, not just ones over a certain dollar value must be inventoried. <input type="checkbox"/> Provide UST with a copy of the inventory. <input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing foundation, vendors, PTA, etc.), including those borrowed or loaned. <input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. <input type="checkbox"/> Return assets not belonging to School and document same. 			
18	<p>Liquidation of Assets</p> <p>Assets must be liquidated in a commercially reasonable manner in accordance with Department of Education expectations including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. <p>School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p>			
19	<p>D&O Insurance</p> <p>Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School Corporation. If no such D&O insurance exists, disclose this fact to the board of directors.</p>			
20	<p>Interim Statements</p> <p>No later than 10 days after CHARTER REVOCATION, prepare, and submit to the UST, an interim statement in a form satisfactory to the UST, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p>			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and <input type="checkbox"/> all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and <input type="checkbox"/> all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to the UST at 30 day intervals until the final statement (below) is prepared and submitted.</p>			
21	<p>Final Statement</p> <p>At a date to be determined by the UST, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare to the full satisfaction of the UST a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and <input type="checkbox"/> each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and <input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and <input type="checkbox"/> each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. <input type="checkbox"/> This statement is submitted to the UST in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding. <input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below). 			
Corporate Records / Accounting				
22	<p>Final Financial Statement Audit</p> <p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1st of the calendar year in which the School ceases instruction.</p>			
23	<p>Closeout of State and Federal Grants</p>			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<p>State, federal and other grants must be closed out, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> notification to the grant entity of the School closure; and <input type="checkbox"/> filing of any required expenditure reports or receipts and any required program reports. <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>			
24	<p>U.S. Dept. of Education Filings</p> <p>File Federal form 269 or 269a if the School was receiving funds directly from the United States Department of Education. <i>See</i> 34 CFR 80.41.</p>			
25	<p>IRS Status; Reports</p> <p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> notification to IRS regarding any address change of the School Corporation; and <input type="checkbox"/> filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). <input type="checkbox"/> If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the UST. 			
26	<p>Corporate Records</p> <p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Loans, bonds, mortgages and other financing; <input type="checkbox"/> Contracts; <input type="checkbox"/> Leases; <input type="checkbox"/> Assets and asset sales; <input type="checkbox"/> Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042. <input type="checkbox"/> Governance (Minutes, by-laws, policies); <input type="checkbox"/> Employees (background checks, personnel files); <input type="checkbox"/> Accounting/audit, taxes and tax status, etc; 			

Item	Description of Required Actions	School's Responsible Party	Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> Personnel, <input type="checkbox"/> Employee benefit programs and benefits; and <input type="checkbox"/> Student summary test data files <input type="checkbox"/> Any items listed in this Closure Plan. <p>In the event the School Corporation is dissolved, any and all records not previously sent to the school district of the School's location should be sent to that school district.</p>			
Dissolution / Final Distribution of Assets				
27	<p>Resolution of Dissolution</p> <p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>			
28	<p>Dissolution</p> <p>If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a complete statement of all assets, their location and an estimate of their value; and <input type="checkbox"/> a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p> <p>Copies of all papers related to dissolution should be sent to the UST.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>			
29	<p>Final Distribution of Assets</p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p>			

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	<p>Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <ul style="list-style-type: none"> <input type="checkbox"/> An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.) <input type="checkbox"/> In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. 			