

## CHARTER SCHOOL / AUTHORIZER AGREEMENT

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

### SECTION 1. DEFINITIONS.

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

- 1.1 “Agreement” means this Charter School/Authorizer Agreement between the Authorizer and the School as is required by *Minnesota Statutes* §124E.10, Subd. 1(a). (Charter contract).
- 1.2 “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant to those laws.
- 1.3 “Application Information” means the charter school application information and supporting documentation submitted to the Authorizer for the Authorizer to grant the charter to the School. The critical Application Information is attached to this Agreement as Attachment 1 and by this reference is made a part of this Agreement. The Application Information may be amended from time to time by the Charter School Board provided that significant changes are approved in advance by the Authorizer. The School will be accountable for implementing the program described in the Application Information. In the event that there is an inconsistency or dispute between the provisions in the Application Information and this Agreement, the provisions of this Agreement shall be followed.
- 1.4 “Charter Law” means the *Minnesota Statutes* §124E *et seq.*, as amended, and any rules or regulations adopted by the Commissioner relating to this law.
- 1.5 “Charter School Board” means the Board established to govern the School, as provided under *Minnesota Statutes* §124E.06-§124E.07.
- 1.6 “Commissioner” means the Commissioner of the Minnesota Department of Education.
- 1.7 “Department” means the Minnesota Department of Education.
- 1.8 “School” means **Global Academy** which is established as a charter school pursuant to this Agreement and which is incorporated pursuant to *Minnesota Statutes* §317A.
- 1.9 “School Information” includes all educational data, as defined in *Minnesota Statutes* §13.32; any and all data related to employees; any and all complaints filed by the School as required by law and all complaints filed against the School; any and all investigative files and the results of any investigations; and any and all financial information as required to be disclosed under Section 7.7.

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

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

## **SECTION 2. TERM.**

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

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

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

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

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

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

3.5. Performance Indicators and Evaluation.

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

(b) Every Student Succeeds Act (ESSA). The School will comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the federal Every Student Succeeds Act or its implementing regulations established by the

U.S. Department of Education including, but not limited to, participating in statewide assessments, meeting participation requirements for each student group on state assessments, meeting public and parent reporting requirements, and implementing School sanctions if the School is identified for improvement.

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

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

- (d) Accountability for Multiple Campuses. If the School operates multiple campuses under this Agreement, this Agreement includes specific academic accountability measures for each campus. The Authorizer will evaluate each campus’s academic performance independently of other campuses, and each campus will be independently accountable for its performance.
- (e) Annual Report. The School will file an annual report with the Authorizer that is consistent with the provisions of *Minnesota Statutes* §124E.16, Subd. 2 and which contains the information required by the Authorizer (the “Annual Report”). The report will be filed no later than October 1 of each year during the term of this Agreement. The School may include other information in the Annual Report. The Authorizer will review the Annual Report and, if necessary, provide written comment to the Board.
- (f) Annual Report Dissemination. The School will disseminate the annual report to the families of students attending the School and post the report on the School’s official Web site.

#### **SECTION 4. LEGAL STRUCTURE AND AUTHORITY OF THE SCHOOL.**

##### Legal Structure.

- (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: 3000 5<sup>th</sup> Street NW, New Brighton, MN 55112**  
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 resubmit 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 31<sup>st</sup> day of May, 2023.

**University of Saint Thomas, a Minnesota Higher Education Authorizer**

By: 

(Signature)

Robert K. Vischer

(Print Name)

President

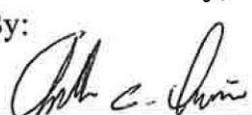
(Title)

(Signature)

(Print Name)

(Title)

**Global Academy, a Minnesota charter school**

By: 

(Signature)

Andy Charnier

(Print Name)

Board Chair

(Title)



(Signature)

Helen Fisk

(Print Name)

Executive Director

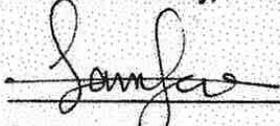
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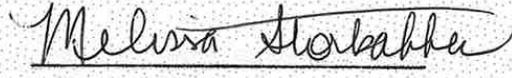


Dated: As of this 29<sup>th</sup> day of January 2025.

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

**Global Academy, a Minnesota Charter School**

  
Board Chair

  
School Director

Sawsan Natsheh

Melissa Storbakken  
me

1 29-2025  
Date

1/29/2025  
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**

### **Mission**

Global Academy is a free, chartered public elementary and middle school that seeks to serve a diverse group of students. Global Academy is committed to service in the broader world based on the goals of the International Baccalaureate Organization. Empowered by academic rigor, graduates of Global Academy will be fully prepared for success and leadership in challenging high school programs.

Global Academy affirms and will keep the mission that has guided the school during the past fifteen years.

### **Vision**

All students will have access to an internationally competitive education that will prepare them for life in a global economy. Global Academy will create a learning environment in which diverse students will develop a love of learning and become responsible, global citizens. Global Academy students will be active, compassionate, and lifelong learners who have the human and technological skills to be productive and successful world citizens.

Global Academy affirms and will keep the vision that has guided the school during the past fifteen years.

### **Declaration of Primary and Secondary Purposes**

The primary purpose of Global Academy (pursuant to MN Statute 124E) is “to improve all pupil learning and all student achievement.” In addition, the school will strive to meet the following secondary purposes also delineated in Minnesota statute:

- (1) increase learning opportunities for all pupils;
- (2) encourage the use of different and innovative teaching methods;
- (5) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

### **Scope of Program**

#### **Grades Served:**

Global Academy serves students in Grades K-8 and holds a PreK-8 charter.

#### **Number of Students Served:**

The school currently serves 454 students and abides by the school board’s annual determination regarding class sizes and school size.

#### **Target Population:**

Global Academy is a public charter school and welcomes all students.

#### **Location:**

Global Academy is located at 3000 5<sup>th</sup> Street NW, New Brighton, Minnesota. New Brighton is a suburb of St. Paul.

**School Calendar:**

Global Academy follows a traditional school calendar. We typically offer 170 to 174 student contact days during the school year.

**Early Learning**

Global Academy does not provide early learning services.

**Transportation:**

Global Academy contracts with a qualified bus vendor to provide transportation for its students.

**Description of Educational Program and Philosophy****Statement of Philosophy**

First and foremost, Global Academy was founded on the belief that all students can and should learn. We believe that all students are capable of participating in an academically rigorous program and deserve to have access to such a program. Aligned with the principles of the International Baccalaureate Programme, the learning program at Global Academy is an inquiry based, transdisciplinary curriculum model. Our focus is on exposing students to critical thinking skills in all academic subjects offered at the school: the unit of inquiry, reading, math, world language, physical education and art. In addition, our philosophy includes providing quality affective (character) and physical education for all students. Global Academy believes that positive reinforcement combined with clear expectations results in a calm, safe, and academic school environment. Finally, we believe that students should be empowered to take action to make the world a better place for everyone.

**Description of Model:**

Global Academy is an authorized International Baccalaureate (IB) Primary Years Programme (PYP) for grades K-6. In addition, Global Academy provides a locally developed internationally focused education for students in grades 7 and 8 that incorporates key elements of IB's Middle Years Programme. All subjects (reading, math, science, humanities, art, world language, and physical education) are delivered through the transdisciplinary lens of IB units of inquiry or unit questions.

Global Academy has strategically selected reading and math programs that align with the inquiry based focus of IB. With the help of generous grant funding through GreatMn Schools, all of our major curriculum packages (reading, math and science) have been upgraded in the last five years. In the fall of 2021, the school transitioned from *Pearson's Reading Streets* curriculum to *Benchmark Reading Workshop* for grades K-3. *Benchmark Reading Workshop* is a flexible workshop approach that uses a Reader's Workshop, a Phonics Workshop, a Writer's Workshop, and a Grammar Study Workshop. In the fall of 2021, the school completed the reading curriculum transition in grades 4-8 to *Expeditionary Learning (EL)*. *EL* is a comprehensive, standard-based literacy program that uses engaging real-world content and interesting texts.

In the 2019-2020 school year, the school began a transition in math from *Investigations/Connected Math* to *Illustrative Math* as our core math program. Grades 6,7, and 8 adopted the new math curriculum in the 2019-2020 school year. Fifth grade followed suit in 2021-2022. Grades K-4 completed this transition in the 2022-2023 school year. *Illustrative Math* is a rigorous math curriculum that is problem based and designed to address content and practice standards to foster learning for all, preparing students to solve problems, reason, communicate, and think critically in the classroom and beyond. The reading and math programs selected by the school are scientifically based and proven effective.

Social studies (humanities) and science curricula were developed locally under the umbrella of the IB PYP and MYP elements in accordance with Minnesota state academic standards. The science curriculum is based on *Foss* science kits which feature Next Generation Science Standards (NGSS). Global Academy offers modern standard Arabic as its world language in grades K-8. Students in grades K-6 students also receive art instruction once a week throughout the school year. Students at Global Academy participate in daily physical education classes.

Global Academy offers a range of affective education curricula for its students. *Second Step*, a scientifically based character education curriculum, is taught every other day in kindergarten through second grades, and on a semi-monthly basis in all other grade levels. Students in Grades K-5 enjoy daily play time at recess. The IB learner profile and attitudes are emphasized throughout the curricula and provide a globally relevant basis for all character education in the school.

Global Academy believes that knowledge of technology is critical to life long success. Global Academy seamlessly integrates technology instruction throughout all subjects using the International Science and Technology Education (ISTE) standards as a basis for such instruction. Students in grades 2-8 participate in a STEAM course for half of the school year. The school was the first charter school in the state to have a one-to-one iPad program that allows equitable and ubiquitous access to technology for our students throughout the school day.

Global Academy uses a program of School Wide Positive Behavior Support (SWPBS) in order to provide an environment in which students can effectively learn. All teachers are expected to articulate a system of positive behavior rewards in their classrooms. An integral part of the school is its IB's "essential agreements" that create uniform school expectations. Finally, all Global Academy teachers are certified in CATALYST, a non-verbal classroom management system.

Global Academy only offers online curriculum five days or less per year due to inclement weather conditions.

## **Description of Critical Programmatic Elements**

The following elements are critical to the program at Global Academy:

- (1) Commitment to the philosophy of the International Baccalaureate Programme,
- (2) transdisciplinary, inquiry based learning,
- (3) world language instruction,
- (4) School Wide Positive Behavior Support combined with CATALYST classroom management,
- (5) Use of the IB essential agreements, IB Learner Profile, and IB attitudes,
- (6) SIOP implementation,
- (7) Universal access to technology,
- (8) Commitment to student agency and the IB action cycle.

## **Services for Special Populations**

### **Special Education:**

Global Academy complies with all applicable State and Federal Laws in serving students with disabilities, including IDEA, ADA, and Section 504. In concordance with IDEA, we will incorporate six major legal principles into our school plan for educating students with disabilities and establishing a Total Special Education System (TSES): (1) Enrolling all students – no rejection of students with disabilities; (2) Providing an individualized education program (IEP) for students with disabilities; (3) Providing a free and appropriate education (FAPE) to students with disabilities; (4) Providing education in the least restrictive environment (LRE); (5) Following all due process procedures and parental involvement requirements; and (6) Providing non-discriminatory evaluation of students with disabilities. Global Academy budgets to provide sufficient financial resources to meet our ethical and legal obligations to special education students.

### **English Language Learners:**

Global Academy has been successful in educating English Language learners. All teachers and paraprofessionals receive training in the scientifically based SIOP model of instruction. Global Academy's ELL students have consistently performed above the state average for ELL students on the state's standardized test.

The identification and placement of students in the ESL program is based on a combination of home language determination and the W-APT (WIDA ACCESS Placement Test). If the home language questionnaire indicates that the students' primary language is not English, the student takes the W-APT. This assessment provides results in the language domains of reading, writing, speaking, and listening. Students who score below a Composite Proficiency Level of 6 are recommended for ESL service. When a student is first identified as an English Learner, the state requires that parents be notified of English Learner services available to the student. Children will receive support based on his/her level of proficiency as well as their grade level. Students may be considered a beginner (proficiency level 1 or 2), an intermediate student (proficiency level 3), or advanced student (proficiency level 4 or 5)

Children are exited from the ESL program once he/she demonstrates proficiency in English. We use the following criteria to determine ESL program exit: ACCESS (WIDA's annual English Proficiency assessment), classroom performance and teacher recommendation.

**Gifted Students:**

Global Academy's focus on inquiry-based education allows students of all ability levels to learn at a level appropriate for their abilities. IB programs are known worldwide for their academic rigor. In addition, Global Academy uses a guided reading program that also allows differentiation based on student abilities. Global Academy has provided accelerated math instruction for students who are advanced beyond their grade level.

**Governance and Management Plan**

Global Academy has a ten-member school board comprised of six teachers, two parents and two community members. The founders of Global Academy strongly believed that a quality school needs academic expertise on the school board in order to create a strong academic program, the heart and soul of any good school. Teachers provide that expertise. The board has been successful in recruiting community and parent board members with cultural, financial, and community expertise. The board creates ad hoc committees as necessary to meet the needs of the school (i.e. executive director evaluation, elections etc.)

The Global Academy board hires one school executive director who has responsibility for the overall daily management and operations of the school's academic and financial program. The rest of the administrative team includes the director (academic and curricular focus), the assistant elementary director (supports K-5 staff and students) and the middle school director (supports 6-8 staff and students.)

**Educational Service Provider**

Not applicable.

# 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:

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

## Measures

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

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

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

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

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

### **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.

\*Note that should the state move to universal free lunch and discontinue the Free-Reduced Price lunch indicator, the evaluation will use the state’s successor poverty indicator where possible and practicable.

## **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.

### **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.

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 winter of each year.. These measures provide another way to analyze the school's academic progress.

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

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

### Mission Specific Academic and Alignment Measures

#### Mission Specific Academic Goal

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

#### Academic Program Alignment to Mission and Vision

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

### Other Academic Measures

#### Graduation Rate

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

#### College Readiness

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

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

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

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

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

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

### **Annual Audit**

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

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

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

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

- Systems to properly maintain policies and bylaws.
- Compliance with bylaws and policies.
- Demonstrated commitment of all members to continuous learning, and nonprofit best practices including:
  - a. Ability to understand and abide by appropriate board and school leader roles (i.e.: governance vs. management).
  - b. Annual leader review (see above), including a formal, documented review process, timelines, and criteria. Completed by March of each year.
  - c. Annual board self-review March of each year.
  - d. Annual evaluation of any Educational Service Providers, if applicable.

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

- c. Effective program with written plan for service at all grade and proficiency levels.
- d. Retention of appropriate staff (including EL teachers, and contracted service providers) as required by student population.
- e. Results from most recent MDE program and financial audits.
- f. ACCESS Results, if indicated by the Evaluation Rubric.

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

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

All violations of applicable law should be reported to St. Thomas. If St. Thomas believes a violation has occurred, and this violation was not reported, St. Thomas shall first ask the charter

school to respond to the information upon which the concern would be based. If St. Thomas believes a violation has occurred which may be material, it shall also obtain an opinion from a qualified third-party professional(s) regarding the importance of the violation. In general, a violation will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as material shall be the sole discretion of St. Thomas.

## Evaluation Rubric

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

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

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

### SECTION I – IS THE LEARNING PROGRAM A SUCCESS?

<b>1.1 3rd Grade MCA Reading Proficiency: Are students proficient in reading?</b>	
1 = Does not meet standard	Less than 40% of are proficient in reading.
2 = Approaching standard	40-55.0% of students are proficient in reading.
3 = Meets standard	55.1%-75.0% of students are proficient in reading.
4 = Exceeds standard	More than 75% of students are proficient in reading.
<b>Rating: Enter the number that most closely matches your assessment:</b> <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/>	
<b>Comments/Evidence:</b>	
<b>Data Source:</b> Minnesota Department of Education <i>School Report Card</i> , Test Data spreadsheets	

**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?**

**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

	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%	<b>Reading Total:</b>
	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%	<b>Math Total:</b>

**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
<b>Math Proficiency</b>				
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	
<b>Average of math scores for each demographic group:</b>				
	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
<b>Reading Proficiency</b>				
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"/>	Overall Rating: <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%	<b>Reading Total:</b>

	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%	<b>Math Total:</b>

**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**

*The school has selected the NWEA assessment, winter administration.*

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%).
<b>1.6a Reading:</b> <input type="text"/> <b>1.6b Math:</b> <input type="text"/>	
<b>score produced by the average of these two scores:</b> <input type="text"/>	
<b>Comments:</b>	
<b>Source:</b> Annual Report, End of year report, Test data spreadsheets	

<b>1.7 Are students making substantial and adequate gains over time, as measured using the school's selected standardized assessments?</b> <b>1.7a Reading</b> <b>1.7b Mathematics</b> <i>The school has selected the NWEA assessment, winter-to-winter administration.</i>	
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%).
<b>1.7a Reading:</b> <input type="text"/> <b>1.7b Math:</b> <input type="text"/>	
<b>score produced by the average of these two scores:</b> <input type="text"/>	
<b>Comments:</b>	
<b>Source:</b> 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 is not applicable to Global Academy due to the student population served and will not be scored.**

**1.9 Does students' performance on post-secondary readiness assessments (i.e.: ACT, SAT, Accuplacer) reflect college and career readiness?**

**This goal is not applicable to Global Academy due to the student population served and will not be scored.**

**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.**

*Global Goal: A key element of the IB curricula is that students engage in action projects in which they take action to change the world. Global Academy students enjoy participating in a variety of action projects and the school's expectation is that all students, at each grade level, will complete at least 3 age- appropriate global community service action projects. Action projects cross content areas and challenge students to use their reading, writing, critical thinking, and other academic and social/emotional skills to make the world a better place.*

1 = Does not meet standard	Less than 45% of students completed 3 action projects. .
2 = Approaching standard	45-59.9% of students completed 3 action projects
3 = Meets standard	60%-84.9% of students completed 3 action projects.
4 = Exceeds standard	85-100% of students completed 3 action projects.

**Rating:**

**Comments:**

**Source:** Annual report

**1.11 Option A: 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 = 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.

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 is not applicable to Global Academy due to the current student population served and will not be scored unless the school begins serving PreK students.**

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%-50%).

3 = Meets standard	Assessments indicate that an adequate proportion of tested students 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%).
<b>Rating:</b>	<input type="text"/>
<b>Comments:</b>	
<b>Source:</b> 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.

<b>Rating:</b>	<input type="text"/>
<b>Comments:</b>	
<b>Source:</b> 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 is not applicable to Global Academy due to the student population served and will not be scored**

**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 is not applicable to Global Academy due to the student population served and will not be scored**

**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.

**Rating:**

**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:

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.
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2 = Approaching standard	A detailed budget is approved before June 30 but may not include a cash flow projection for the year; established budget may require adjustment due to lower than expected enrollment; budget meets the fund balance policy goals set forth by the board.
3 = Meets standard	The detailed budget is approved before June 30 and includes a cash flow projection for the year; established budget is based on realistic enrollment; and is adjusted if needed. The budget meets the fund balance policy goals set forth by the board and allows for maintenance of core programming.
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="text"/>	
<b>Comments:</b>	
<b>Source:</b> Monthly board packets, UST site visits, UST meetings with business manager(s)	

<b>2.5 Budgeted Enrollment Realization: Does the school's target ADM (as established by initial board approved budget) match its actual ADM? (Calculated as actual ADM divided by budgeted ADM.)</b>	
1 = Does not meet standard	Enrollment realization is 90% or less.
2 = Approaching standard	Enrollment realization is 90-95%.
3 = Meets standard	Enrollment realization is greater than 95%.
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> _____	
<b>Comments:</b>	
<b>Source:</b> Monthly board packets, Quarterly Report, UST site visits, UST meetings with business manager(s)	

<b>2.6 Does the school have sufficient cash on hand to meet its near-term obligations?</b>	
1 = Does not meet standard	The school has fewer than 30 days cash on hand.
2 = Approaching standard	The school maintains 30-44 days cash on hand.

3 = Meets standard	The school maintains a minimum of 45 days cash on hand or is meeting the cash on hand requirements of its bond covenants, whichever is greater.
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="text"/>	
<b>Comments:</b>	
<b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies	

<b>2.7 For established schools (in operation for at least 4 years) does the school have a sufficient fund balance?</b>	
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.
<b>Rating:</b> <input type="text"/>	
<b>Comments:</b>	
<b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies	

<b>2.8 Is the school meeting bond covenants (if applicable)?</b>	
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:

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:

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
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	
<b>Source:</b> Board minutes, ongoing correspondence, UST site visits	

<b>3.3 Are all the school's educational staff appropriately licensed?</b>	
1 = Does not meet standard	At least one educational staff is not appropriately licensed or does not hold appropriate and current waivers or variances.
2 = Approaching standard	At least one educational staff has been on a waiver or variance for more than one year.
3 = Meets standard	All educational staff are appropriately licensed.
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	
<b>Source:</b> MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1	

<b>3.4 Does the school complete criminal background checks in accordance with MN Statute and UST expectations?</b>	
1 = Does not meet standard	The school cannot certify that it completes criminal background checks of staff and the board.
2 = Approaching standard	The school certifies that it completes criminal background checks of the staff but not the board.
3 = Meets standard	The school certifies that it completes criminal background checks of staff and the board, as required by school policy.

4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	
<b>Source:</b> UST site visit, board chair interview, background check policy	

<b>3.5 Is the school compliant with other applicable law? Note that this measure includes, but is not limited to:</b> <ul style="list-style-type: none"> <li>• Meeting admissions and enrollment practice/policy requirements</li> <li>• Meeting governance model requirements</li> <li>• Meeting Title IX regulations (e.g. policies/procedures, trainings, Title IX Coordinator)</li> </ul>	
1 = Does not meet standard	The school is not in compliance with other applicable law.
2 = Approaching standard	NOT APPLICABLE
3 = Meets standard	The school is in compliance with other applicable law.
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	
<b>Source:</b> Website compliance check, Quarterly Report, UST site visit, board chair interview	

<b>3.6 Do all board members exhibit understanding of the role of the board and utilize nonprofit governance best practices including:</b> <ul style="list-style-type: none"> <li>• Understanding of board and school leader roles (governance vs. management)</li> <li>• Annual board self-evaluation</li> <li>• Annual school-leader evaluation</li> <li>• Annual approval of professional development plan for school leader (if applicable)</li> <li>• Annual evaluation of Educational Service Provider (CMO/EMO) if applicable</li> <li>• Orientation process for new members</li> <li>• Regular Strategic planning (at least once every five years)</li> </ul>	
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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
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	
<b>Source:</b> Site visits, ongoing correspondence, board minutes, interview with board chair	

<b>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?</b>	
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
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	

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

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

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

**Rating:**  **Comments:**

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

**3.9 Is the school fulfilling its legal obligations related to access and services to English Learners (ELs)? This includes:**

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

1 = Does not meet standard	The school is <u>not</u> fulfilling its legal obligations regarding ELs and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding ELs but requires some improvements

3 = Meets standard	The school is fulfilling its legal obligations regarding ELs and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="checkbox"/>	
<b>Comments:</b>	
<b>Source:</b> UST site visits, Reference EL Packet, Formalized complaints at MDE, or Critical Elements review (SP-1)	

<b>3.10 Is the school fulfilling its legal obligations related to access and services to students with individual education plans (IEPs)? This includes:</b>	
<ul style="list-style-type: none"> <li>• <b>Having a school-specific TSES manual that is board-approved.</b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Engaging a special education director who is actively involved in working with special education staff and school leadership.</b></li> <li>• <b>Securing appropriate staffing levels with staff who hold appropriate licenses and have knowledge of current legislation and research based best practices for serving students with IEPs.</b></li> <li>• <b>Contracting with entities to provide effective services to students when necessary.</b></li> <li>• <b>Completing annual IEP meetings on time.</b></li> <li>• <b>Having been subject to no investigations related to special needs students that resulted in findings.</b></li> <li>• <b>Having no findings related to special education funding on annual financial audit.</b></li> <li>• <b>Providing staff with appropriate training.</b></li> </ul>	
1 = Does not meet standard	The school is not fulfilling its legal obligations regarding students with special needs and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding students with special needs but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding students with special needs and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="checkbox"/>	
<b>Comments:</b>	
<b>Source:</b> 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.**

1 = Does not meet standard	The school is not fulfilling its legal obligations regarding preK students and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding preK students but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding preK students and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE
<b>Rating:</b> <input type="text"/>	
<b>Comments:</b>	
<b>Source:</b> 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.**
- **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.
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2 = Approaching standard	The school offers a menu of development opportunities that include required trainings. Participation in most or all of these trainings is presented as optional resulting in low participation (less than 50% of staff participate).
3 = Meets standard	The school offers a menu of development opportunities that include required trainings as well as learning opportunities that forward the school's academic, behavioral and mission-related priorities. Participation is mandated for required trainings.
4 = Exceeds standard	The school offers a robust menu of development opportunities that include required trainings as well as learning opportunities that forward the school's academic, behavioral and mission-related priorities. Including opportunities for subject-area and curriculum-specific trainings. Participation is mandated for required trainings.
<b>Rating:</b> <input type="text"/> <b>Comments:</b>	

**Source:** Annual report (Professional Development Tracking Chart)

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

**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 25-30%.

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

**Rating:**

**Comments:**

**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 and participation in curriculum review cycles. 3.19c Opportunities for parents/guardians to support their child's education and/or the school (e.g. volunteering, field trips, 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.
- c. Between 40.1 - 55% of families/guardians participated in an engagement opportunity.

4 = Exceeds standard

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

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

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

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

**Overall Rating:**

**Comments:**

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

**Attachment #3 – Articles of Incorporation**

State of Minnesota

**SECRETARY OF STATE**

CERTIFICATE OF INCORPORATION

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Global Academy Inc.

Corporate Charter Number: 2067788-2

Chapter Formed Under: 317A

This certificate has been issued on 10/25/2006.



*Mary Kiffmeyer*  
Secretary of State.

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION OF GLOBAL ACADEMY

## **(THE "CORPORATION")**

These Amended and Restated Articles of Incorporation are signed and acknowledged by the undersigned Secretary of the Corporation in accordance with the Minnesota Nonprofit Corporations Act, Minnesota Statute, Chapter 317A.

### **ARTICLE 1. NAME; REGISTERED OFFICE**

1.1 The name of the Corporation shall be: Global Academy Inc.

### **ARTICLE 2. REGISTERED OFFICE**

2.1 The registered office of the Corporation shall be: 3000 5th Street NW, New Brighton, MN 55112.

### **ARTICLE 3. PURPOSES**

3.1 The purposes of the Corporation are to engage in, assist, and contribute to the support of exclusively charitable, scientific, literary, or educational activities and projects, within the meaning of Section 501 (c)(3) of the Internal Revenue Code.

3.2 In support of such purposes, the main activities of the Corporation shall include but not be limited to:

(a) developing and operating a public charter school under the laws of the state of Minnesota.

(b) To do any and all other acts and things and to exercise any and all other rights and powers which may be necessary, advisable, desirable, or expedient in the accomplishment of any of the foregoing purposes.

### **ARTICLE 4. AUTHORITY**

4.1 The Corporation shall further its purposes either directly or by making or providing donations, gifts, grants, contributions, loans, guarantees, or subsidies out of the net income or the principal assets of the Corporation, or both (without limit as to the amount going to any one recipient or in the aggregate to all recipients), but subject always to the provisions of Section 4.3 hereof.

4.2 Subject to Section 4.3 hereof, the Corporation shall have authority to do any and all acts and things and carry on and conduct all other activities as may be necessary, advisable, desirable, or expedient to accomplish its purposes, to the full extent permitted by the laws of the State of Minnesota.

4.3 Notwithstanding any other provisions of these Articles of Incorporation:

(a) All activities of the Corporation shall be carried on and all of its funds shall be used and applied exclusively for the purposes for which this Corporation was organized.

(b) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, officer, director, or any other individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes, and except that individuals may benefit from grants and similar payments or distributions made for the purposes for which this Corporation was organized).

(c) No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of or opposed to any candidate for public office, by publishing or distributing statements or otherwise.

(d) The Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

## **ARTICLE 5. NONPROFIT CORPORATION AUTHORITY**

5.1 The Corporation shall not afford pecuniary gain or profit, incidentally or otherwise, to its members.

5.2 This Corporation is formed under Chapter 317A of the Minnesota Statutes.

## **ARTICLE 6. MEMBERSHIP; DIRECTORS**

6.1 The Corporation shall not have members with voting rights.

6.2 The management of the Corporation shall be vested in a Board of Directors. No director shall have any right, title, or interest in or to any property of the corporation. The number of directors shall be fixed by the Bylaws of the Corporation, and may be altered by amending the Bylaws, but shall never be less than required by law.

6.3 The terms of office of directors shall be fixed by the Bylaws of the Corporation, and may be altered by amending the Bylaws.

## **ARTICLE 7. DISTRIBUTION ON LIQUIDATION OR DISSOLUTION**

7.1 In the event of liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary or by operation of law, the remaining property and assets of the Corporation shall be distributed in such manner as the Board of Directors of the Corporation shall by majority vote determine. The distribution shall be made either exclusively for the purposes for which the Corporation is formed or consistent with such purposes, and shall be made to such organization or organizations organized and operated for such purposes as shall at such time qualify as exempt under Section 501(c)(3) of the Internal Revenue Code, as amended, or the corresponding provision of any future United States Internal Revenue law.

## **ARTICLE 8. LIMITATION OF DIRECTOR PERSONAL LIABILITY**

8.1 To the fullest extent permitted by Chapter 317A, Minnesota Statutes, as the same exists or may hereafter be amended, no director or officer of the Corporation shall be personally liable for the debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the payment of the debts or obligations of this Corporation.

Action taken effective May 1, 2024

	<p><u>Megan Hendricks</u> Board Secretary</p>
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## Attachment #4 – Bylaws

# AMENDED AND RESTATED BYLAWS OF GLOBAL ACADEMY ("The Corporation")

## ARTICLE I

### PURPOSE

The purposes of the Corporation are as stated in the Articles of Incorporation.

## ARTICLE II

### OFFICES

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

## ARTICLE III

### MEMBERSHIP

Section 1. Membership. The Corporation shall have no voting members. **ARTICLE IV**

### BOARD OF DIRECTORS

Section 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, Minnesota Statute 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.

Section 2. Governance Structure. At all times, the Board shall consist of not fewer than five (5) nor more than eleven (11) members. The composition of the Board shall be in compliance with Minn. Stat. Section 124E.07, Subd. 3 (or successor statute), provided that (a) a majority of the Board of Directors shall, at all times, consist of the teachers providing instruction at Global Academy who are employed by the Corporation, or who provide instruction at Global Academy pursuant to a contract between the School and a cooperative, and (b) other than as set forth in the foregoing, in no circumstance will any specific majority be required. Any change to the structure set forth in this Article IV, Section 2 shall be made in accordance with applicable law, including, without limitation, Minn. Stat. 124E.07, Subd. 4, or successor statute, and Minn. Stat. 317A.181, Subd. 1a.

Section 3. Officers. Directors shall designate a Board Chair, Treasurer, and Secretary by a majority vote from time to time, but not less than once annually.

Section 4. Election of Directors. The election of Directors shall be in compliance with Minn. Stat. Section 124E.07 (or successor statute) and this Article IV, Section 3.

4.1 Staggered Terms. Except for *ex officio* non-voting Directors, the Board of Directors shall be divided into two (2) classes of Directors so that the terms of office of approximately one-half (1/2) of the Directors shall expire each year, at approximately the end of the fiscal year, such that each Director will hold office for a term of approximately two (2) years. The Board Secretary shall maintain a schedule of the classes and terms of office for all seats on the Board of Directors

4.2 *Eligible Voters and Voting.* To the extent required by applicable law, the following persons may participate in the annual election of Directors: (i) staff members who are employed by LPS at the time of the election, including teachers employed by the School or providing instruction under a contract with a cooperative, (ii) all existing Directors of the Corporation, including all teacher Directors, community Directors, and parent Directors, (iii) parents/legal guardians of students enrolled at the School at the time of the election, and (iv) any other eligible voters required by applicable law. An individual who falls into multiple categories (i.e. parent/legal guardian who is also an employee of LPS) shall have the right to exercise one (1) vote.

The Board of Directors will determine the method for voting, in accordance with Minn. Stat. Chap. 124E and Minn. Stat. Chap. 317A (or successor statutes of each) which may include inperson election, written ballots, email or online voting, telephonic voting, or other method, provided that the Board of Directors will endeavor to implement a method of voting that is reasonably likely to enable participation by the maximum number of eligible voters.

4.3 *Notice of Election.* Notice of the election shall be provided to all Eligible Voters by posting notice on the School web site, or by other reasonable means determined by the Board, at least thirty (30) days prior to the election.

4.4 *Application Process.* Not more than one hundred eighty (180) days nor less than ninety (90) days prior to each election, the Board shall solicit applications for all of the Director positions to be filled at such election. No applicant will be eligible to run for a Director if, at the time of application (i) such person is under the age 21, (ii) such person is enrolled as a student in Global Academy, (iii) such person is a former employee of the Corporation whose employment contract expired and was not renewed, or whose employment was terminated, or (iv) such person, or an immediate family member of such person, has been a party to litigation or legal action adverse to the Corporation (but not including legal claims instituted by a parent of a student at Global Academy that involve the student's education) at any time during the five (5) year period prior to the application. The Board, or, if applicable, its Governance Committee, shall compile a list of applicants with a brief statement of their qualifications, and provide the list to the Board of Directors and all eligible voters at least ten (10) days prior to the election.

4.5 *Term of Office.* Newly elected Directors will be sworn into office at the first regularly scheduled Board meeting following the later of the election or the end of the

Fiscal Year. Elected Directors shall hold office from the date they are sworn into office and until their respective successors are elected and sworn into office or, if earlier, their death, resignation or removal from office, provided, however, that:

- (i) A parent/legal guardian may serve as a Director only so long as the parent/legal guardian has a child enrolled at Global Academy. If a parent/legal guardian disenrolls his/her child during the term of office, or is hired by the Corporation as an employee, or begins teaching at the Corporation pursuant to a contract between the Corporation and a cooperative, his/her position as Director will cease immediately. The Board shall note the removal of such Director from office at the next regular meeting of the Board.
- (ii) A teacher employed by the Corporation, or who provides instruction at Global Academy pursuant to a contract between the Corporation and a cooperative, may serve as a Director only so long as they are actively providing instruction as a teacher at Global Academy. If an employee of the Corporation also has a child who is a student of Global Academy, such employee is eligible to hold a teacher Director position, but ineligible to hold a parent Director position. If, during his/her term of office, a teacher ceases being employed by the Corporation, or, if applicable, ceases teaching in Global Academy pursuant to a contract between the Corporation and a cooperative, his/her position as Director will cease immediately. The Board shall note the removal of such Director from office at the next regular meeting of the Board.

Section 5. Resignation and Removal. Directors may resign at any time, effective immediately or 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 or without cause as provided by Minn. Stat. Chapter 317A (or successor statute) by an affirmative majority vote of the Directors then in office excluding the Director proposed for removal. Failure to attend four (3) consecutive meetings shall constitute cause.

Section 6. Filling Vacancies. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal, or other such 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 filing a vacancy shall hold office until the vacancy shall hold office until the expiration of the term of vacated office, subject to his earlier death, disqualification, resignation, or removal.

Section 7. Compensation. Directors shall not receive compensation for their services as a Director. The Directors of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to the Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

## ARTICLE V

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

Section 1. Open Meetings. Meetings of the Board of Directors, and all committees, shall comply with the Minnesota Open Meeting Law, Minn. Stat. Chap. 13D, as amended (or successor statute) ; provided, however, that if a committee does not contain a majority of the Directors of the Corporation, or if such committee is not empowered to make decisions on behalf of the Corporation, such committee is not obligated to comply with the Open Meeting Law.

Section 2. Regular Meetings. Regular meetings shall be held each month at such times as are set on the school calendar adopted annually by the Board of Directors, as such calendar may be revised from time to time by the Board of Directors. The Board of Directors shall meet no less than ten (10) times per fiscal year. The calendar of regular board meetings shall be posted on the Corporation's web site.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called at any time, for any purpose, by the Board Chair. The Board Chair shall call a special meeting of the Board of Directors upon the written or verbal request of one-third (1/3) of the members of the Board. Notice of every special meeting of the Board of Directors shall be posted on the Corporation's web site and mailed, emailed, or delivered in person to each director at least three (3) days before the day on which the meeting is to be held.

Section 4. Quorum and Adjourned Meeting. A 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 from time to time without notice other than the announcement at the meeting, until a quorum is present. Notwithstanding the foregoing, 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, the directors remaining may continue to conduct business until adjournment.

Section 5. 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 of Directors. The affirmative vote of a majority of Board members present at the meeting and entitled to vote shall constitute a duly authorized action of the board.

Section 6. Presumption of Notice. Any director, by attendance at a meeting and participation therein, shall be conclusively deemed to have received proper notice of such meeting. Section 7. Presence at Meetings. 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 interactive technology, subject to compliance by the Board of Directors and such participating Director with Minn. Stat. Chapter 13D.

Section 8. Committees of the Board. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons but need not be members of the Board of Directors. The Board of Directors may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Unless specifically set forth in a resolution creating a committee, committees shall serve in an advisory capacity only, and shall not have authority to conduct business of the Corporation, nor make resolutions or decisions for the Corporation.

Section 9. Procedures for Conducting Meetings. The activities of all committees of the Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws, and the policies of the Corporation. The Board Chair shall be an ex-officio member of all committees unless he serves as a member of such committee. The meetings of all committees shall be open to attendance by all Directors, which Directors may participate in any such meeting but may not vote unless such Director is a member of the committee.

Section 10. Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of the proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.

Section 11. Conflict of Interest. Each Director must complete a conflict-of-interest statement for review by the Corporation's Authorizer within thirty (30) days of his/her election. The corporation shall not enter into contracts or transactions between the Corporation or a related corporation and a director of the corporation or between the Corporation and an organization in which a director of the corporation is a director, officer, or legal representative or has a material financial interest, except in accord with the provisions of Minnesota Statutes, Section 317A.255 and Section 124E.07, as now enacted or hereafter amended.

## ARTICLE VI

### **OFFICERS AND EMPLOYEES**

Section 1. Number and Election. The officers of the Corporation shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Chair, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation, or removal shall be filled for the unexpired portion of the term by appointment of a successor by the Board of Directors.

Section 3. Chair. The Chair shall:

3.1 Exercise the functions of the office of the President of the Corporation;

3.2 Preside at all meetings of the Board of Directors;

3.3 Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;

3.4 Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board of Directors;

3.5 Have the general powers and duties usually vested in the office of the President; and 3.6 Have such other powers and perform such duties as are prescribed by Minn. Statutes Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

Section 4. Treasurer. The Treasurer shall:

4.1 Keep accurate accounts of all monies of the Corporation, received or disbursed;

4.2 Deposit all monies, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as the Board of Directors shall from time to time designate;

4.3 Have the care and custody of the corporate funds and securities;

4.4 Have the power to endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board;

4.5 Render to the Chair and the Board of Directors, whenever requested, an account of all of his transactions as Treasurer and of the financial condition of the Corporation; and

4.6 Perform such other duties as may be prescribed by the Board of Directors or the Chair from time to time.

Section 5. Secretary. The Secretary shall:

Unless otherwise determined by the Board, be secretary of and attend all meetings of the Board of Directors, and record the proceedings of such meetings in the minute book of the corporation and, whenever necessary, certify such proceedings. The Secretary shall give proper notice of meetings to directors and shall perform such other duties as may be prescribed by the Board of Directors or the Chair from time to time.

Section 6. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities, and 3) hold their positions for the time prescribed by the Board of Directors.

Section 7. Compensation. The officers and employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in the furtherance of the purposes and in the best interests of the Corporation.

Section 8. Removal of an Officer. Any officer may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

Section 9. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the Chair or Secretary of the Corporation and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

## ARTICLE VII

### DISTRIBUTION OF ASSETS

Section 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 effect dissolution. Written notice as required by the By-Laws shall be given to all voting members stating that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds (2/3) of a quorum of the voting members of the Corporation taken at a meeting during which the resolution

is brought before the voting members. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 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 VIII

### INDEMNIFICATION

Section 1. Indemnification. The corporation shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Minnesota Statutes, Section 317A.521, as now enacted or hereafter amended; provided that the foregoing shall not limit liability of a Director to the Corporation under Minnesota Statutes Section 124E.07, Subd. 3(c).

Section 2. Insurance. The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation, or these Bylaws.

## ARTICLE IX

### AMENDMENTS

Subject to the right of the voting members to adopt, amend, and repeal these Bylaws as set forth in Minnesota Statutes, Section 317A.181, Subd. 2(b), the power to adopt, amend, or repeal the Bylaws is vested in the Board of Directors.

## ARTICLE X

### FINANCIAL MATTERS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent, or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it financially liable for any purpose or to any amount.

Section 2. Loans and Pledges. No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.

Section 3. Authorized Signatures. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

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

Section 5. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation originals or copies of:

- 5.1 Approved minutes and records of all proceedings of the Board of Directors and all committees;
- 5.2 Records of all votes and actions of the members;
- 5.3 All financial statements of this Corporation;
- 5.4 Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

## ARTICLE XI

### **MISCELLANEOUS**

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

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

Section 3. Interpretation. Any provision of these Bylaws which turns out to be prohibited or unenforceable under Minnesota law shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also be construed in a manner which renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms), under applicable law.

Section 4. Gender References. All references in these Bylaws to a party in the masculine shall include the feminine and the neuter.

Section 5. Plurals. All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.

### **ACKNOWLEDGMENT**

The undersigned officer of this Corporation, does hereby certify that the foregoing Bylaws, including the attached conflict of interest policy, were adopted as the complete Bylaws of this Corporation by its Board of Directors by resolution at a meeting dated May 1, 2024.

  
Andy Charrier, Board Chair

Amended 5/2024

## **Attachment #5 –Admissions Policy and Procedures**

### *GLOBAL ACADEMY* **ADMISSION AND ENROLLMENT POLICY (509)**

#### **PURPOSE**

The purpose of this policy is to set forth admission and enrollment procedures used by Global Academy.

#### **GENERAL STATEMENT OF PURPOSE**

Global Academy is a public charter school that is committed to providing a world class education for its students.

Global Academy follows Minnesota Statutes 124E.11 in its admission and enrollment practices.

#### **ADMISSION LIMITATIONS**

- A. The charter school, including its preschool or prekindergarten program established under Minnesota Statutes section 124E.06, subdivision 3, paragraph (b), may limit admission to pupils within an age group or grade level;
- B. The charter school shall comply with the Minnesota Human Rights Act, which prohibits educational institutions from discriminating against students based on a protected class including race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation or disability.

#### **ENROLLMENT**

- A. The charter school, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot. (See Appendix A at the end of this policy.)

- B. Admission to a charter school must be free to any eligible pupil who resides within the state. A charter school must give enrollment preference to a Minnesota resident pupil over pupils that do not reside in Minnesota. A charter school must require a pupil who does not reside in Minnesota to annually apply to enroll in accordance with Minnesota Statutes, section 124E.11, paragraphs (a) to (f).
- C. The charter school must give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and will give preference for enrolling children of the school's staff before accepting other pupils by lot.
- D. A person may not be admitted to the charter school (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten.
- E. Except as permitted in paragraphs D and I, the charter school, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this section.
- F. The charter school shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.
- G. Once a student who resides in Minnesota is enrolled in the school in kindergarten through grade 8, section 124E.06, subdivision 3, paragraph (b), the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act in Minnesota Statutes, sections 121A.40 to 121A.56.

*Adopted: 5/18/08*

*Revised: 4/19/10 Revised:  
3/11/13*

*Revised: 3/21/16*

*Revised: 3/18/20*

*Revised: 3/29/23*

*Revised: 3/27/24*

The information below will be included on the school's application form.

## ADMISSION, ENROLLMENT AND LOTTERY PROCESSES

1. No child may or will be denied admission to Global Academy on the basis of race, color, creed, religion, national origin, sex, age, status with regard to public assistance, sexual orientation or disability. Global Academy is a tuition-free, public charter school. Students from all backgrounds are encouraged to apply.
2. The school follows Minnesota Statute 124.E11 in its admissions and enrollment processes. Additional detail about the school's enrollment practices can be found in Global Academy Policy 509: Admissions and Enrollment policy found on the school's website ([www.globalacademy.us](http://www.globalacademy.us)).
3. Global Academy will enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. If so, the school will conduct a lottery for available seats at the school.
4. Before the lottery, the Executive Director of Global Academy will determine the number of available seats in each grade level.
5. If the number of applicants exceeds the number of seats available for the upcoming school year, Global Academy will conduct a lottery for spaces available during the upcoming school year on the last Monday in February. The lottery will be conducted at 3:00 p.m. by the school's Executive Director and Director in the school's main office.
6. Applicants must submit a completed application form by 4:00 p.m. on the Friday before the Monday of the lottery. Applications are available online or in the school's office.
7. Preference for available seats will be given to (1) siblings of current students and to (2) foster children of those students' parents, and (3) children of staff members.
8. Other enrollment limitations include:
  - The school will give preference to students who reside in Minnesota over students who do not reside in the state.
  - Kindergarten applicants must be 5 years old by September 1<sup>st</sup> of the year in which they begin kindergarten. First grade students must be 6 years old or have completed kindergarten by September 1<sup>st</sup>.
9. After the initial lottery in February, additional open seats will be filled by lot from completed applications for that grade level. The preferences indicated above apply.
10. All applicants will be notified by letter of their status after the completion of the lottery.

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

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

## **466.04 MAXIMUM LIABILITY.**

### **Subdivision 1.Limits; punitive damages.**

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

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

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

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

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

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

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

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

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

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

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

## **Attachment # 7**

## Compliance Agreement

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

ANDREW C. CHARRIER

Andy Charrier, Board Chair

Dannika E Wright

Dannika Wright, Board Secretary

Susan Eltawely

Susan Eltawely, Board Treasurer

Sawsan Natsheh

Sawsan Natsheh, Board Member

Hafsa Abubakar

Hafsa Abubakar, Board Member

Megan Hendricks

Megan Hendricks, Board Member

Kim Fields

Kim Fields, Board Member

Stephanie Klauer

Stephanie Klauer, Board Member

Emily Fisher

Emily Fisher, Board Member

Date 5/26/23

## **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



All for the Common Good™



March 3, 2023

Dear Board of Directors, Executive Director Fisk and Director Storbakken,

This letter serves as a notice of charter contract renewal for Global Academy. The University of St. Thomas is pleased to extend a five year contract to Global Academy as a result of the school's superior performance in academics, finance, and governance. A template of the proposed contract and accountability measures are included for your review. We will work with you as needed to make any necessary revisions and prepare a final contract for approval at your May board meeting.

Attached you will find the University of St. Thomas' evaluation of Global Academy's performance over the contract period. The scores issued in the evaluation report are calculated using data collected in the school's annual report and audit, authorizer site visits, financial statements, board packets, board observations, and other documentation provided by the school and MN Department of Education.

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

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

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

Below is a brief summary of the school's performance in each of the three categories. Detailed feedback on the school's performance is included in the attached rubric. Keep in mind that St. Thomas expects its schools to achieve scores of 3, Meets Standard, in all areas and that achieving an overall score of 4, Exceeds Standard, is not possible as some compliance-based measures are only eligible for 3 points.

Overall, St. Thomas believes Global Academy has done an exceptional job of maintaining a high-functioning school both before, during, and after the height of the pandemic. When the pandemic necessitated distance or hybrid learning, Global's team quickly trained on best practices in online instruction, invested in appropriate hardware and software, and used innovative techniques to keep students, families, and staff safe while maintaining a culture of high expectations. St. Thomas' classroom observations during periods of remote learning were inspiring and demonstrated the best of what was possible in an online format. Though tremendously difficult, this time demonstrated one of Global's greatest strengths—its ability and willingness to evolve to meet the needs of its students (or a moment in history) while maintaining full commitment to its mission. This past fall the same strength was on display as the renewal team moved through a building filled with joyful learners, skilled teachers, and a dedicated leadership team. During this contract period Global has clearly demonstrated exceptional performance in service of students. Thank you for your commitment to high quality education!

### **Academic Performance – Is the learning program a success?**

*Overall Scores: SY19 - 3.67 SY20 - 3.53 SY21 - 3.5 SY22 - 3.67 SY23 - 3.22 Note that quantitative academic data lags by one year, so the SY19 evaluation included SY18 academic data; SY20 included SY19 data, etc. In the SY2021 evaluation and SY2022 evaluation many indicators were unable to be scored due to lack of data from the pandemic and a 'hold harmless' year as testing resumed. These two years' evaluations only include indicators based on non-standardized instrument data due to the impacts of the pandemic and low participation rates from many comparison schools/districts. The SY2023 evaluation, including SY2022 MCA/NWEA results, was scored as usual.*

Over the contract period Global demonstrated consistently strong academic performance. While the Global, similar to schools statewide, has seen a decline in performance due to the pandemic, appropriate measures are being taken to support student academic growth and students are still outperforming demographic match schools and the resident district by a wide margin (over 20 percentage points in some areas). Authorizer observations during the renewal visit indicated that the school is coming out of the pandemic in a strong position, with staff, students, families, and administration all voicing pride in the organization.

Time spent observing classrooms both physical and remote over the contract period was uniformly positive and indicated that students are thriving in environments of high expectations and high supports. Student focus group participants noted that they generally enjoy school, believe they are getting a good education, and feel they are treated fairly. Students also noted that while the curriculum is often challenging, they can always ask peers/teachers/classroom support personnel for help.

Parent/guardian focus group participants indicated satisfaction with the school, the level of challenge provided to their students, and the responsiveness of both teachers and administration when a need for connection or action arose.

### **Financial Viability – Does the school exhibit strong financial health?**

*Overall Scores: SY19 – 2.69 SY20 – 2.88 SY21 – 2.88 SY22 - 3.25 SY23 - 3.125*

Over the course of the contract, Global Academy demonstrated strong fiscal health in terms of accurate budgeting, enrollment realization, interest and investment by board members, and maintenance of a strong, knowledgeable administrative team and external financial management

firm. These factors, coupled with internal policies, practices, and controls resulted in clean, unqualified audits every year. All board members attend initial financial training in a timely fashion and several ongoing training opportunities centered around examination and understanding of the school's financial health. Global's administrative team and board act quickly to modify budgets if needed. This approach has resulted in a reasonable fund balance and stability for the school. Audits have been presented to the board regularly and for SY2022 were clean with no findings—a significant achievement given the complexity of school finance.

**Organizational Aptitude – Is the organization effective and well run?**

*Overall Scores: SY19 – 3.08 SY20 – 3.17 SY21 – 3.28 SY22 - 3.28 SY23 - 3.28*

Global Academy is competently governed and managed, with an organizational structure that has been modified over time, yet always retained the key characteristic of promoting clear, timely, and effective communication throughout the organization.

As noted in years past, key board functions such as budget approval, financial oversight, school leader evaluation, ongoing board training, and strategic planning happen on a regular basis and using a thoughtful process. The school utilizes a board and policy review calendar which also assists in ensuring critical work occurs in a timely fashion. In recent years, succession planning has also been taken up by the board, and a key documents repository, position functions chart, and official succession plan are now available resources.

Board packets are distributed well in advance of meetings, and the board is thoughtful and careful about meeting the requirements of MN's Open Meeting Law.

Another sign of organizational strength over the contract period is Global Academy's strong teacher retention rates. Over the contract period, the school has maintained an average retention rate of over 90%--a major feat in the midst of a particularly difficult and widespread teacher shortage.

As noted throughout the contract period, the school's long record of organizational excellence is the result of consistent and dedicated attention by skilled professionals and should be a source of pride to all affiliated with the school.

**Closing and Follow-up Requests**

The detailed rubric accompanying this letter provides scoring and additional commentary on each measure embedded in the school's contract with St. Thomas and represents our assessment of the school's performance in each year of the contract period.

The University of St. Thomas is proud to authorize Global Academy and commends its efforts to provide Minnesota students with a high-quality education. It has been a pleasure getting to work with you all over the past (many) years, and I look forward to those yet to come!

Sincerely,



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

**SY2019-SY2023 Renewal Evaluation**  
Global Academy

**Evaluation Rubric**

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

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

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

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

## **SECTION I – IS THE LEARNING PROGRAM A SUCCESS?**

<b>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?</b>	
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
<b>2023</b>	
<b>Rating: Enter the number that most closely matches your assessment:</b> <input style="width: 50px; text-align: center;" type="text" value="3"/>	
<b>Comments/Evidence:</b> Global Academy has not been identified as needing support based on its strong academic results.	
<b>2022</b>	
<b>Rating: Enter the number that most closely matches your assessment:</b> <input style="width: 50px; text-align: center;" type="text" value="3"/>	
<b>Comments/Evidence:</b> Global Academy has never been identified as needing support based on its strong academic results. The state did not identify new schools for support in SY21 due to the Covid19 pandemic.	

<p><b>2021</b></p> <p><b>Rating: Enter the number that most closely matches your assessment:</b> <input type="text" value="3"/></p> <p><b>Comments/Evidence:</b> Global Academy has not been identified as needing support based on its strong academic results.</p>
<p><b>2020</b></p> <p><b>Rating: Enter the number that most closely matches your assessment:</b> <input type="text" value="3"/></p> <p><b>Comments/Evidence:</b> Global Academy has not been identified as needing support based on its strong academic results.</p>
<p><b>2019</b></p> <p><b>Rating: Enter the number that most closely matches your assessment:</b> <input type="text" value="3"/></p> <p><b>Comments/Evidence:</b> Global Academy has not been identified as needing support based on its strong academic results.</p>
<p><b>Data Source:</b> Annual Report, Minnesota Department of Education <i>School Report Card</i>, Consultation with School Leadership and entity providing support/resources (MDE, Regional Center for Excellence, etc.).</p>

<p><b>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</b></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
<p><b>2023</b></p> <p><b>1.2a Reading: 3.75</b></p> <p><b>1.2b Mathematics: 3.25</b></p> <p><b>Enter the overall score produced by the average of these two scores: 3.5</b></p>	

<p><b>Comments/Evidence:</b> Global performed well against its demographically comparable peers and resident district. The school was on par with the state in reading, but fell more than ten percentage points below statewide performance in mathematics.</p>				
	Reading Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	49.8%			

Average of demographic match schools	21.3%	4	37.5%	1.5
Resident district	25.2%	4	37.5%	1.5
State	50.6%	3	25%	.75
			100%	<b>Reading Total: 3.75</b>
	Math Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	34.2%			
Average of demographic match schools	12.74%	4	37.5%	1.5
Resident district	16.4%	4	37.5%	1.5
State	45.9%	1	25%	.25
			100%	<b>Math Total: 3.25</b>

**2022**

**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, MCAs were administered but in a disrupted fashion. Only 88 of 298 (29.5%) of Global Academy students eligible to test were able to complete the MCAs, and no students in the middle school (which was quarantining at the time) took the assessment. Of students who did test (grades 3-5 only), results decreased, with 48.9% of students proficient in reading, 37.5% proficient in math.

\*While the information available from SY2021 is presented for informational purposes, high optout 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.

	Reading Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	48.9%			

Average of demographic match schools	23.6%	4	37.5%	1.5
Resident district	21.5%	4	37.5%	1.5
State	51.7%	3	25%	.75
			100%	<b>Reading Total: 3.75</b>

	Math Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	37.5%			
Average of demographic match schools	10.6%	4	37.5%	1.5
Resident district	10.5%	4	37.5%	1.5
State	44.5%	3	25%	.75
			100%	<b>Math Total: 3.75</b>

**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**

	Reading Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	59.93%			
Average of demographic match schools	30.74%	4	37.5%	1.5
Resident district	33.87%	4	37.5%	1.5
State	59.03%	3	25%	.75
			100%	<b>Reading Total: 3.75</b>

	Math Proficiency	Score (see criteria for 1-4 above)	Weight	Points earned
Charter School (CS)	54.04%			
Average of demographic match schools	26.14%	4	37.5%	1.5
Resident district	25.37%	4	37.5%	1.5
State	56.46%	3	25%	.75
			100%	<b>Math Total: 3.75</b>

**1.2a Reading: 3.75**

**1.2b Mathematics: 3.75**

**Enter the overall score produced by the average of these two scores: 3.75**

**Comments/Evidence:** As the above chart illustrates, Global is outperforming its comparison schools and the resident district by more than 20 percentage points in both reading and math. The school is in line with state averages in both subject areas.

**2019**

**1.2a Reading: 3.75**

**1.2b Mathematics: 3.5**

**Enter the overall score produced by the average of these two scores: 3.625**

**Comments/Evidence:** Global is outperforming its comparison schools as well as the resident district. The school is outperforming the state in reading but is in line with state averages in math.

**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 percentage Most (more than half) of demographic groups fall within 5 points of the state average.

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

**SY2023**  
**1.3a Reading: 4**  
**1.3b Mathematics: 4**  
**Enter the overall score produced by the average of these two scores: 4**

**Comments/Evidence:** 81.1% of Global Academy students qualified for free or reduced price lunch (FRL) during SY2022 (the year used for academic data in the current evaluation), thus all categories are filtered by FRL status and not displayed separately. As disaggregated by the state, only one demographic group (black students) is available for comparison. This group outperformed the state by 18.7% in reading and 13.9% in math.

	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Math Proficiency				
All	34.1%			N/A – Included for information only.
Asian Students	Unavailable due to small #		3.2%	N/A
Black Students	33.1%	19.2%	86.3%	Exceeding by 13.9%
Hispanic Students	Unavailable due to small #		0%	N/A
White Students	Unavailable due to small #		10.1%	N/A

Math: All demographic groups available exceed the state average = 4

	Charter % Proficient	State % Proficient	% of Charter Student Population	Points earned
Reading Proficiency				
All	49.8%			N/A – Included for information only.
Asian Students	Unavailable due to small #		3.2%	N/A
Black Students	49.4%	30.7%	86.3%	Exceeding by 18.7%

Hispanic Students	Unavailable due to small #		0%	
White Students	Unavailable due to small #		10.1%	
Reading: All demographic groups exceed the state average = 4				
SY2022				

**1.3a Reading:** \*N/A

**1.3b Mathematics:** \*N/A

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

**Comments/Evidence:**

Global has a diverse student body. However, due to cell size requirements, the only distinct group able to be measured was black students. Global students did well, exceeding the state average for black students by 22.5% in math and 22.8% in reading. There was very little difference between the overall performance of Global's students and the performance of black students specifically.

\*As noted in 1.2, 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.

	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Math Proficiency				
All	37.5%			N/A – Included for information only.
Asian Students	Unavailable due to small #		3.2%	
Black Students	36.1%	13.6%	86.3%	
Hispanic Students	Unavailable due to small #		0%	
White Students	Unavailable due to small #		10.1%	
Math: All demographic groups exceed the state average = 4				
	Charter % Proficient	State % Proficient	% of Charter Student Population	Points earned

Reading Proficiency				
All	48.9%			N/A – Included for information only.
Asian Students	Unavailable due to small #		3.2%	
Black Students	48.6%	25.8%	86.3%	
Hispanic Students	Unavailable due to small #		0%	
White Students	Unavailable due to small #		10.1%	

Reading: All demographic groups exceed the state average = 4

**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**

**1.3a Reading: 3.5** \_\_\_\_

**1.3b Mathematics: 4**

**Enter the overall score produced by the average of these two scores: 3.75** \_\_\_\_

**Comments/Evidence:** See table above. As in 2019, black and white students who receive FRL are significantly outperforming their counterparts across the state in math. Black students are also significantly outperforming their peers in reading and white students are performing at the same levels as the state average.

	Charter % Proficient	State % Proficient	% of Charter Student Population	Score
Math Proficiency				
All	54.04%			N/A – Included for information only.
Asian Students receiving FRL	NA	-	-	-
Black Students receiving FRL	50%	24.5%	44.5%	4
Hispanic Students receiving FRL	NA	-	-	

White Students Receiving FRL	58.2%	45.2	6.5%	4
Math: Most demographic groups fall within 5 percentage points of state average = 4				
	Charter % Proficient	State % Proficient	% of Charter Student Population	Points earned
Reading Proficiency				
All	59.93%			N/A – Included for information only.
Asian Students receiving FRL	NA	-	-	-
Black Students receiving FRL	59%	31.5%	44.72%	4
Hispanic Students receiving FRL	NA	-	-	-
White Students receiving FRL	51.7%	51%	6.5%	3
Reading: Most demographic groups fall within 5 percentage points of state average = 3.5				
<b>Source:</b> 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.

**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:** 3

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

**Comments/Evidence:**

Reading

High Growth 28.8 and Low Growth 23.5

Math

High Growth 33.3 and Low Growth 18.7

**2019**

**1.4a Reading:** 3

**1.4b Mathematics:** 2

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

**Comments/Evidence:**

Reading

High Growth 31.7 and Low Growth 23.2

Math

High Growth 23.7 and Low Growth 33.7

**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, this goal is no longer able to be scored as designed.

	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%	<b>Reading Total:</b>
	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%	<b>Math Total:</b>

**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.**

	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%	<b>Reading Total:</b>

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

**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**

**1.5a Reading:   3.75**

**1.5b Mathematics:   4**

**Enter the overall score produced by the average of these two scores:   3.875**

**Comments/Evidence:**

Global is outperforming comparison schools and the district in both reading and math and comparable to the state in reading. Students at Global are also showing growth above and beyond the state average in math.

**2019**

**1.5a Reading:   3.75**

**1.5b Mathematics:   3.5**

**Enter the overall score produced by the average of these two scores:   3.625**

**Comments/Evidence:**

Global is outperforming comparison schools and the district in both reading and math and comparable to the state in reading. Students at Global are also showing growth above and beyond the state average in math.

**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 the national median, as measured using the school's selected standardized assessments?**

**1.6a Reading**

**1.6b Mathematics**

*Global Academy has selected the NWEA 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 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%).
<b>2023</b> <b>1.6a Reading: 3</b> <b>1.6b Math: 2</b> <b>Enter the overall score produced by the average of these two scores: 2.5</b>  <b>Comments:</b> 56% of students were at or above the national median in reading. 46% of students were at or above the national median in math.	
<b>2022</b> <b>1.6a Reading: N/A</b> <b>1.6b Math: N/A</b> <b>Enter the overall score produced by the average of these two scores: N/A</b>  <b>Comments:</b> 58% of Global Academy students performed at or above the national median in reading; 59% in math. The school would have achieved scores of 3, meets standard, in both areas. However, due to uneven testing conditions and the fact that not all students were able to take the assessment, these figures are presented for informational purposes only.	
<b>2021</b> <b>1.6a Reading: N/A</b> <b>1.6b Math: __N/A__</b> <b>Enter the overall score produced by the average of these two scores: N/A</b>  <b>Comments:</b> Due to the Covid-19 pandemic, the usual NWEA testing schedule was not completed in SY2020. Though some NWEA testing data is available, quantitative data is not being used for accountability purposes due to the extenuating circumstances created by the pandemic.	
<b>2020</b> <b>1.6a Reading: __4__</b> <b>1.6b Math: __3__</b> <b>Enter the overall score produced by the average of these two scores: __3.5__</b>	

**Comments:** As highlighted on page 9 of the SY19 Annual Report, 66% of students scored at or above the national median in reading and 61% in math. These scores are comparable with previous year performance

**2019**

**1.6a Reading: \_\_3\_\_**

**1.6b Math: \_\_3\_\_**

**Enter the overall score produced by the average of these two scores: \_\_3\_\_**

**Comments:** As highlighted on page 9 of the SY18 Annual Report, 65% of students scored at or above the national median in reading and 62% in math.

**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**

*Global Academy has selected the NWEA test, percentage meeting RIT growth goals schoolwide.*

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

**2023**

**1.7a Reading: 3**

**1.7b Math: 2**

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

**Comments:**

50% of students made their expected RIT growth in reading; 41% in math. It is worth noting that the percentage of students meeting their RIT growth goals improved in both reading and math from SY2021 to SY2022 and that scores on all standardized tests are still impacted by the pandemic.

**2022**

**1.7a Reading: N/A**

**1.7b Math: N/A**

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

**Comments:** 39% of Global Academy students met their RIT goal in reading; 36% in math. These scores would have fallen into the 1 – does not meet standard category; however, due to uneven testing conditions and the fact that not all students were able to take the assessment, these figures are presented for informational purposes only.

**2021**

**1.7a Reading: N/A**

**1.7b Math: \_\_N/A\_\_**

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

**Comments:** Due to the Covid-19 pandemic, the usual NWEA testing schedule was not completed in SY2020. Though some NWEA testing data is available, quantitative data is not being used for accountability purposes due to the extenuating circumstances created by the pandemic.

**2020**

**1.7a Reading: \_\_4\_\_**

**1.7b Math: \_\_3\_\_**

**Enter the overall score produced by the average of these two scores: \_\_3.5\_\_**

**Comments:** Data provided on page 9 of the SY2019 Annual Report shows 66% of Global students met their RIT growth goal for reading and 64.8% for math. This represents a 9 percentage point increase in the percentage of students making expected gains in math over the previous year, an impressive result given already strong performance.

**2019**

**1.7a Reading: \_\_4\_\_**

**1.7b Math: \_\_3\_\_**

**Enter the overall score produced by the average of these two scores: \_\_3.5\_\_**

**Comments:** Data provided on page 10 of the SY2018 Annual Report shows 67% of Global students met their RIT growth goal for reading and 56% for math.

**1.8 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.**

*Global Goal: A key element of the IB curricula is that students engage in action projects in which they take action to change the world. Global Academy students enjoy participating in a variety of action projects and the school's expectation is that all students, at each grade level, will complete at least 3 age-appropriate global community service action projects. Action projects cross*

*content areas and challenge students to use their reading, writing, critical thinking, and other academic and social/emotional skills to make the world a better place.*

1 = Does not meet standard	Less than 45% of students completed 3 action projects.
2 = Approaching standard	45-59.9% of students completed 3 action projects.
3 = Meets standard	60-84.9% of students completed 3 action projects.
4 = Exceeds standard	85-100% of students completed 3 action projects.

**2023**

**Rating: 4**

**Comments:** As noted on page 11 of Global Academy's annual report, 100% of students participated in 3 or more age-appropriate community service action projects over the course of SY2022.

**2022**

**Rating: 4**

**Comments:** As documented on pages 9-10 of Global's annual report, 100% of students participated in three or more age-appropriate community service action projects throughout the year. Projects included thank you notes to community helpers, participating in Read Across the Planet, planting trees, picking up trash, monitoring the student Presidential election, supporting butterfly growth, writing a Native American land acknowledgement statement, creating informational posters, and making bird feeders for the community.

<p><b>2021</b>  <b>Rating: _3.5_</b></p> <p><b>Comments:</b> As documented on page 10 of the annual report, 80% of Global’s students completed all three service projects including helping to save grey wolves, writing thank you notes to community helpers, raising funds to address international crises, and conducting a food drive. It is worth noting that the school’s service projects were interrupted by the advent of the Covid-19 pandemic and several planned projects were not able to be executed due to distance learning. St. Thomas is adjusting the score to 3.5 to account for the shortened period of in-person learning.</p>
<p><b>2020</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b> As documented on page 12-13 of the SY2019 Annual Report, 67% of students participated in 3 age-appropriate community service action projects. Students participated in a wide range of projects including park clean-up and food drives.</p>
<p><b>2019</b>  <b>Rating: __4__</b></p> <p><b>Comments:</b> In SY18, 100% of students participated in 3 age-appropriate community service action projects.</p>
<p><b>Source:</b> Annual report</p>

<p><b>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.</b></p> <p><b>1.9a: Reading</b>  <b>1.9b: Math</b></p>	
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: 4**

**1.9b: Math: 4**

**Overall Rating: 4**

**Comments:** Global Academy noted an uptick in the percentage of students it serves who qualify for EL services in SY2022 (from 31.5% to 43.2%). The school believes that this is due, at least in part, to students not receiving in-person instruction during the pandemic. Students identified for EL services had a 17.3% proficiency rate in math, compared to 12.5% for the state overall. In reading, students had a 25.3% proficiency rate vs. the state's rate of 11.8%. It is worth noting that the school's ACCESS data indicated a 20.4% proficiency rate vs. the state's 8.8% proficiency rate. Also notable is that MDE has elected to disable functions on its dashboard that previously allowed St. Thomas and other interested parties to disaggregate data in multiple categories at the same time (for example, by examining data for students qualifying for EL services and free/reduced lunch). Due to this change we were unable to examine the data in exactly the manner designed for this goal and used professional discretion to move the math score to a 4 as the school outperformed the state by 4.8% and would almost certainly be over the threshold for the score if further disaggregated data were available.

**2022**

**1.9a: Reading: N/A**

**1.9b: Math: N/A**

**Overall Rating: N/A**

**Comments:** Global's ACCESS proficiency was 12.9% vs. the state's proficiency of 8.6% and would have fallen into a category of 3, meets standard. However, these figures are presented for informational purposes only as high opt-out rates coupled with instructional and other disruptions caused by the pandemic resulted in the decision that for SY2021, standardized test results are 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. Only 85/143 EL identified students took the test.

**2021**

**1.9a: Reading: N/A**

**1.9b: Math: \_\_N/A\_\_**

**Overall Rating: N/A\_\_**

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

**2020**

**1.9a: Reading: \_\_ 4 \_\_**

**1.9b: Math: \_\_ 4 \_\_**

**Overall Rating: \_\_ 4 \_\_**

**Comments:**

Math 35.9% (state 16%)

Reading 30.3% (state 12.8%)

Similar to SY2018, students learning English (who also qualify for FRL) attending Global demonstrate greater levels of proficiency As illustrated by the data above, students learning English at Global have greater levels of proficiency by a significant margin than their peers statewide.

**2019**

**1.9a: Reading: \_\_ 4 \_\_**

**1.9b: Math: \_\_ 4 \_\_**

**Overall Rating: \_\_ 4 \_\_**

**Comments:**

Math 35.1% (state 20.3%)

Reading 29.7% (state 14.9%)

As illustrated by the data above, students learning English at Global have greater levels of proficiency in math and reading than their counterparts across the state.

**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: 3**

**1.10b: Math: 3**

**Overall Rating: 3**

**Comments:** Looking only at students identified for special education services (not filtering for FRL status) 14.3% of Global Academy’s students identified for special education services were proficient in math and reading. Statewide, 24.1% of students receiving services were proficient in math, and 25.9% in reading. As the state no longer allows for simultaneous filtering for FRL and Sped identification, this indicator cannot be scored as negotiated.

The school was able to provide additional data on the demographic make-up of their special education students. Based on this data, St. Thomas reviewed the information available on the MDE Report Card and was able to ascertain that, without accounting for FRL status, 15.8% of Global’s students were proficient in reading and in math, while the state performed at 14.4% and 12.9% for the same demographic group, respectively. Based on this information, we believe the school has demonstrated that appropriate disaggregation of the data would demonstrate that the school met or exceeded the standard.

**2022**

**1.10a: Reading: N/A**

**1.10b: Math: N/A**

**Overall Rating: N/A**

**Comments:** Looking only at students identified for special education services (not filtering for FRL status) 15.4% of Global Academy’s students identified for special education services were proficient in math and reading. Statewide, 22.5% of students receiving services were proficient in math, and 25.7% in reading. 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: \_\_NA\_\_**

**1.10b: Math: \_\_NA\_\_**

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

**Comments:**

Based on MDE Report Card figures, Global had 27 students participating in the Special Education program who also qualified for Free and Reduced Price lunch. In the area of reading, 18 did not meet standards, meaning that only 9 students partially met, met, or exceeded standards. In the area of mathematics, Global had 16 students participating in special education programming who did not meet standards. MDE suppresses data that would show the results of less than 10 students, so it is not possible to score this indicator as designed.

**2019**

**1.10a: Reading: \_\_4\_\_**

**1.10b: Math: \_\_3\_\_**

**Overall Rating: \_\_3.5\_\_**

**Comments:**

Math 21.7% (state 20.3%)

Reading 39.1% (state 30.2%)

Students at Global receiving special education services are also performing better than the state in reading and on par with the state in math.

**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:** As noted across the contract period, Global Academy is true to its mission in a deep and consistent way that is difficult to achieve. Throughout visits, including the renewal visit, teachers, parents, students, board members and leadership all referenced the school's mission and founding purposes as they discussed how decisions are made and challenges approached on a day-to-day basis. The program experienced by students truly empowers students with academic rigor and prepares students for leadership and success in challenging programs—and careers as well! The state of MN is well-served by Global Academy.

**2022**

**Rating: 4**

**Comments:** Global's mission states that, "Empowered by academic rigor, graduates of Global Academy will be fully prepared for success and leadership in challenging high school programs." Despite the challenges presented during the past school year, Global remained true to its mission. SY2021-2022 saw a return to (mostly) in-person instruction. The school kept expectations high and helped students and staff through a difficult period of re-entry and re-adjustment in the fall, which has resulted in a notable increase in the ability to provide rigorous instruction. Observations during the spring visit were inspiring as it was clear that the high warmth-high accountability relationships necessary for the school's mission-driven academic rigor were in place.

**2021**

**Rating:   4**

**Comments:** As noted below, Global's mission states that, "Empowered by academic rigor, graduates of Global Academy will be fully prepared for success and leadership in challenging high school programs." The school upheld its long tradition of academic excellence, even during the challenges of the pandemic. Global quickly moved to research, purchase, and implement software programs and technology to allow student learning to quickly move online. Teachers, administrators, and staff were heroic in their efforts to learn new skills and continue delivering instruction to students online, in-person, and in hybrid formats—sometimes with little notice due to the need to quarantine suddenly at times.

Classroom observations were conducted both in-person and virtually (during distance learning), in all instances the combination of instructional rigor and positive student engagement that characterizes Global was present. Students were observed, even in the youngest grade levels, to be active participants in Global's online learning classrooms. The software tools, such as Nearpod, that the school implemented worked well during observations and allowed students in the classroom and online to participate simultaneously.

We commend the work of Global's administration, teachers, and other staff for their work and commitment to education, particularly during this dynamic and demanding time.

**2020**

**Rating: \_\_4\_\_**

**Comments:**

“Empowered by academic rigor, graduates of Global Academy will be fully prepared for success and leadership in challenging high school programs.”

Global continues demonstrates strong adhere to its mission. Examples are provided below that illustrate this commitment:

- The school outperforms comparable schools, the resident district and is closing (has closed) the achievement gap for Black students.
- The school has shown success in helping English learners become more proficient in English through a variety of strategies including the use of academic conversations in classrooms and a dedicated writing course.
- The school is has a high fidelity to the International Baccalaureate Programme implementation.
- Site visit focus groups highlight consistent belief and execution of the mission from leadership, teachers, staff, students and families.
- Classroom observations witnessed high student engagement in a context of high expectations and orderly learning environment.
- The Minneapolis Star Tribune designated Global as a Beating the Odds school in reading and math in SY2019.
- MDE recognized Global as a high quality school eligible for replication and/or expansion in SY2019.

**2019**

**Rating: \_\_4\_\_**

**Comments:**

Global Academy continues to live its mission of “empowering students through academic rigor” and “creating active, compassionate, and lifelong learners who have the human and technological skills to be productive and successful world citizens.” Global’s academic results remain strong and qualitative evidence indicates that students embody many of the positive characteristics the school seeks to develop. Authorizer site visits included focus groups with students, parents, and teachers. Among these groups there was a uniform connection and commitment to the mission and vision Global was set out to achieve. Students take deep pride in their work and are excited to share what they are learning. Classroom observations also demonstrated the rigor of the program with nearly every student engaged in every room visited.

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

**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: 3**

**Comments:** As noted previously, Global does not have a stand-alone finance committee. Board observations continue to indicate that a thorough examination of the school’s financial statements occurs during each meeting. As has been the case throughout the contract, the school provides high quality data to members and expects that review of statements has occurred prior to the meeting, and that members ask questions if they are unclear about the implications of budget items.

**2022**

**Rating: 3**

**Comments:** As noted previously, Global does not have a stand-alone finance committee. Board observations routinely indicate that a thorough examination of the school’s financial statements occurs during each meeting. Members often ask clarifying questions about financial statements and engage in conversation around financial topics. The school’s external financial manager frequently attends meetings and is available as a resource to the board as needed.

**2021**

**Rating:   3**

**Comments:** As noted previously, Global does not have a stand-alone finance committee. Both of the board meetings observed during SY2021 including a thorough examination and accounting of the school’s financial statements. Members have been observed to frequently pose questions

about the school’s financial statements, particularly if a transaction is not clearly labeled in the check register. Monthly board meetings include the time needed to walk through and discuss financial materials and budgets.

2020

**Rating:**   3  

**Comments:** As noted previously, Global does not have a stand-alone finance committee. Observations, board packet review and conversations with board members and school leadership indicate that monthly board meetings include the time needed to walk through and discuss financial materials and budgets.

**Rating:**   3  

**Comments:** As noted in previous evaluations, Global continues to use a ‘committee of the whole’ rather than a stand-alone finance committee. Meetings are well-run and time is included in each for a careful walk-through of the financials. In the current year, the school’s new financial provider, BKDV has frequently been present for meetings and has shared responsibility for presenting the financial statements with the school director. UST observations indicate that members frequently ask questions regarding the financial statements, and that such questions are welcomed.

**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:** Global’s fund balance policy is reviewed on a three-year cycle. The policy was reviewed during SY2023 and revised to note that “if possible and prudent the school will maintain a fund balance of at least 16%.” It is notable that this brings the policy into alignment with the expectations of the school’s charter contract (and is warmly applauded by the school’s authorizing staff).

<b>2022</b>
<b>Rating:</b> 3
<b>Comments:</b> Global’s fund balance policy (#703) is reviewed on a three year cycle, most recently in April of 2019, meaning it will likely be up for review in the coming year. For the sake of consistency, we will note once more that the school may wish to increase the required minimum balance in alignment with its contractual goals.
<b>2021</b>
<b>Rating:</b> <u>3</u>
<b>Comments:</b> Global’s fund balance policy is reviewed on a three year cycle and remains unchanged from the prior year.
<b>2020</b>
<b>Rating:</b> <u>3</u>
<b>Comments:</b> Global’s fund balance policy was reviewed in April 2019 (per policy on page 38 of Quarterly Report 2). The policy remains unchanged from past years. <i>The same note regarding aligning the policy’s 10% minimum with the St. Thomas requirement of a 16% minimum continues to apply.</i>
<b>2019</b>
<b>Rating:</b> <u>3</u>
<b>Comments:</b> As of 3/21/2016, the school’s policy 703 states: “To ensure the financial strength and stability of the District, the Board will endeavor to maintain a targeted fund balance of no less than 10% and no more than the amount of the state holdback (if in excess of 10%) of our revenues.”  Given that UST requires a minimum fund balance of at least 16% of annual expenditures, the school may wish to consider aligning these two items such that compliance with the school’s fund balance policy would also result in compliance with the meeting standards provision in the authorizing plan.
<b>Source:</b> Monthly board packets; Board policy manual

<b>2.3 Has the school successfully completed an annual audit?</b>	
1 = Does not meet standard	Audit is not completed or submitted on time to UST and the state
2 = Approaching standard	NOT APPLICABLE
3 = Meets standard	Audit is completed on time and submitted to UST and the state

4 = Exceeds standard	NOT APPLICABLE
<b>2023</b>	
<b>Rating: 3</b>	
<b>Comments:</b> Global completed and submitted the annual audit on-time.	
<b>2022</b>	
<b>Rating: 3</b>	
<b>Comments:</b> Global completed and submitted the annual audit on-time.	
<b>2021</b>	
<b>Rating: __3__</b>	
<b>Comments:</b> Global completed and submitted the annual audit on-time.	
<b>2020</b>	
<b>Rating: __3__</b>	
<b>Comments:</b> Global completed and submitted the annual audit on-time.	
2019	
<b>Rating: __3__</b>	
<b>Comments:</b> Global completed and submitted the annual audit on-time.	
<b>Source:</b> Annual financial audit and MDE report (Program Finance)	

<b>2.4 Does the school have a clean audit with no major findings?</b>	
1 = Does not meet standard	The audit is not “clean” OR has at least one of the following: (1) a material weakness on internal controls, (2) a finding on compliance with state law, or (3) three or more other findings
2 = Approaching standard	The audit has two findings, other than internal controls or compliance, but is considered “clean”
3 = Meets standard	The audit is “clean” and has one finding, other than internal controls or compliance
4 = Exceeds standard	The audit has no findings and is “clean”

**2023**

**Rating:** 4

**Comments:** During the renewal year, the evaluation is completed prior to the final audit (for FY22), thus the indicator is scored on the information most recently available and any indications from the school's financial service provider regarding progress on the FY22 audit. At this time, Global appears poised to continue its strong track record in this area.

**2022**

**Rating:** 4

**Comments:** As noted in the prior three years, Global received a clean, unqualified audit for FY21. This is an important accomplishment and reflects the careful attention the school pays to its financial health. It is also worth noting the consistency of exceptional performance in this area.

**2021**

**Rating:** 4

**Comments:** As noted in the prior two years, Global received a clean, unqualified audit for FY20. This is an important accomplishment and reflects the careful attention the school pays to its financial health. It is also worth noting the consistency of exceptional performance in this area.

**2020**

**Rating:** 4

**Comments:** As noted in the prior year, Global received a clean, unqualified audit for FY19. This is an important accomplishment and reflects the careful attention the school pays to its financial health.

**2019**

**Rating:** 4

**Comments:** As in previous years, Global received an unqualified, clean audit for FY18. This is an important accomplishment representing considerable work and care on the part of the school.

**Source:** Annual financial audit

**2.5 Does the school establish and maintain a balanced budget?**

- 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)?

**\*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

**2023**

**Rating: 3**

**Comments:** Global continues to employ a conservative, mission-driven budgeting process. Review of the school’s October 2022 financial statements indicates that the school is exactly on target with budgeted ADM projections. The budgeting process is orderly and thorough, keeping mission and impact at the forefront.

**2022**

**Rating: 3**

**Comments:** Global continues to employ a conservative, mission-driven budgeting process. Although ADM was below the school’s original budget for FY2022, the school was able to carefully monitor and adjust projections in order to maintain core programming for students and provide necessary materials for staff.

**2021**

**Rating: \_\_3\_\_**

**Comments:**

In alignment with prior years' comments, Global continues to employ a conservative, mission-driven budgeting process that leverages its strong and stable enrollment. The school's fund balance increased to 15.3% of annual expenditures and a combination of emergency and philanthropic funds allowed the school to soften the blow of additional technology and supply spending demanded by the pandemic. The budget meets the fund balance policy goals of the school's board and satisfies the needs of the school's programming.

**2020**

**Rating: \_\_3\_\_**

**Comments:**

Global continues to employ a conservative, mission-driven budgeting process that leverages its strong and stable enrollment. While the school's fund balance fell below the required 16% in SY18 due to the purchase of new facility and faulty revenue projections, the fund balance increased in SY19 to nearly 14% due to careful management of the budget and ongoing partnership with the school's new financial management company.

**Rating: \_\_2.5\_\_**

**Comments:**

Global continues to budget carefully and leverage its strong and stable enrollment. The budgeting process is mission-driven, aligned with the strategic plan, and follows a well-established annual process and timeline. It is important to note two budget stressors – new facility costs and teacher salaries. Given these stressors and a failure to accurately project revenues in the prior year by the school's previous financial management company, the fund balance has fallen below the school's desired levels. A plan has been put in place to raise the balance back to 16% by 2020, which includes undertaking an ambitious fundraising plan to raise additional revenue.

**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

<p><b>2023</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Review of the school’s October 2022 financial statements indicates that the school is exactly on target with budgeted ADM projections, a 100% enrollment realization.</p>
<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> For SY2021 Global’s budgeted ADM was 450 and its actual ADM was 449.6, representing 99.9% enrollment realization.</p>
<p><b>2021</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b> In SY20, Global set its ADM at 454 (later revised to 452) and the actual ADM was 447, representing 98.5% enrollment realization from initial to final actual.</p>
<p><b>2020</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b> In SY19, Global set its ADM at 426 (later revised to 430) and the actual ADM was 429.70.</p>
<p><b>2019</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b> In SY18, Global set its ADM at 426 and the actual ADM was 424.99.</p>
<p>Source: Monthly board packets, UST site visits, UST meetings with business manager(s)</p>

<b>2.7 Does the school have sufficient cash on hand to meet its near-term obligations?</b>	
1 = Does not meet standard	The school has fewer than 30 days cash on hand.
2 = Approaching standard	The school maintains 30-59 days cash on hand.

3 = Meets standard	The school maintains a minimum of 60 days cash on hand or is meeting the cash on hand requirements of its bond covenants, whichever is greater.
4 = Exceeds standard	NOT APPLICABLE
<b>2023</b>	
<b>Rating: 2</b>	
<b>Comments:</b> At the close of FY2022 the school had 54 days cash on hand (Annual Report page 30) which meets the 45 day requirement of the school's bond covenants. Going forward, it is recommended that the school and authorizer align the 45 day requirement with this contractual goal.	
<b>2022</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The school had over 85 days cash on hand at the close of SY2021 (Annual Report p.21).	
<b>2021</b>	
<b>Rating: 2</b>	
<b>Comments:</b> The school had 33 days of cash on hand at the close of SY2020, again increasing from the prior year.	
<b>2020</b>	
<b>Rating: 2</b>	
<b>Comments:</b> Due to some of the issues described in indicator 2.5 above, ended SY2019 with 30 days cash-onhand, which is an increase from the previous year.	
<b>2019</b>	
<b>Rating: 1</b>	
<b>Comments:</b> Due to some of the issues described in indicator 2.5 above, the school had fewer than 30 days of cash on hand at the time of its FY2018 audit.	
<b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies	

<b>2.8 For established schools (in operation for at least 4 years) does the school have a sufficient fund balance?</b>	
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.
<b>2023</b> <b>Rating: 4</b> <b>Comments:</b> At the close of FY2022 the unassigned fund balance was at 22.3% of annual expenditures (per Annual Report p.30 as completed audit was not yet available).	
<b>2022</b> <b>Rating: 4</b> <b>Comments:</b> At the end of FY2021, Global had an unassigned fund balance for the general fund of \$2,253,235 representing 29% of annual expenditures.	
<b>2021</b> <b>Rating: 2</b> <b>Comments:</b> Global ended FY20 with a fund balance 15.3% which represents an increase of 0.7% over last year. While the school seeks only a 10% fund balance for justifiable philosophical reasons, St. Thomas is pleased to see the slight increase to guard against any unforeseen circumstances!	
<b>2020</b> <b>Rating: <u>  2  </u></b> <b>Comments:</b> Global ended FY19 with a fund balance of \$954,219. This amount represents 14.6% of annual expenditures and is a reflection of the school's careful budgeting practices.	

<p>2019</p> <p><b>Rating:</b> <u>  2  </u></p> <p><b>Comments:</b> Global ended FY18 with a fund balance of 12.2% (\$778,390).</p>
<p><b>Source:</b> Annual Report, Auditor Report, Financial Statements, Board policies</p>

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

<p><b>3.1 Do all board members meet the statutory requirements for initial and ongoing training on board roles and responsibilities, governance, finance and employment practices?</b></p>	
1 = Does not meet standard	Three or more board members are/have been out of compliance during the school year.
2 = Approaching standard	Two or fewer board members are/have been out of compliance during the school year.
3 = Meets standard All board members meet training requirements	
4 = Exceeds standard NOT APPLICABLE.	
<p><b>2023</b></p> <p><b>Rating:</b> 3</p> <p><b>Comments:</b> As documented in the SY2021-2022 Annual Report, all members have remained in compliance with board training requirements over the course of the contract. Two new members have yet to complete their training but have been seated for less than six months and thus are still in compliance with statutory requirements.</p>	
<p><b>2022</b></p> <p><b>Rating:</b> 3</p> <p><b>Comments:</b> All members have completed their initial training requirements. The board also completed two annual ongoing trainings in SY2022 including ‘The Fundamentals of Affiliated Building Companies’ and an advanced financial oversight training.</p>	
<p><b>2021</b></p> <p><b>Rating:</b> <u>  3  </u></p> <p><b>Comments:</b> At the time of this evaluation (May) all board members were in compliance with initial and annual training requirements. Global continues to work with CharterSource to provide initial and ongoing training to members.</p>	

<p><b>2020</b>  <b>Rating: __3__</b>  <b>Comments:</b> At the time of this evaluation (February), all board members were in compliance with initial and annual training. Global has contracted with CharterSource to provide new board member training and online training options for existing board members on a variety of topics.</p>
<p><b>2019</b>  <b>Rating: __3__</b>  <b>Comments:</b> At the time of this evaluation (March), two board members need to complete their ongoing training and one new board member is in the process of completing the initial trainings (scheduled for 1/19). The remaining board members have completed both initial and ongoing training for SY19. It is important to note that the board is committed to continuous learning and collectively identifies areas of growth in which to receive training annual. Most recently, the board received a finance revenue training.</p>
<p><b>Source:</b> Monthly board packets, UST site visits, Statement of compliance sheet</p>

<p><b>3.2 Does the board meet its governance model requirements as laid out in its bylaws and as required by Minnesota Statute?</b></p>	
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.
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> The school’s bylaws were reviewed and updated during SY2022 to ensure alignment with state statute. As noted below, the school’s bylaws are a part of the board’s review calendar and thus are subject to regular review.</p>	

<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> The school’s bylaws were reviewed in November of 2020 to reflect a composition of 5 teachers, 2 parents and 2 community members. At the time of this review (May 2022) the school’s board matched this composition. As a point of clarification, the school’s bylaws are reviewed every three years, but have never been changed. Flexibility to allow the change in composition was within the language of the original bylaws. The board passed a resolution at the time of the most recent shift in composition.</p>
<p><b>2021</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b> The board membership is in compliance with its bylaws and MN state statute as of May 2021. The bylaws were reviewed and updated during SY2020 to reflect a new composition: 5 teachers, 2 parents, and 2 community members.</p>
<p><b>2020</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b>  As of February 2020, the board membership is in compliance with both its bylaws (5-11 members with a teacher majority) and with Minnesota Statute. Specifically, the board includes 9 members consisting of five teachers, three parents and one community member.</p>
<p><b>2019</b>  <b>Rating: __3__</b></p> <p><b>Comments:</b>  The board membership is in compliance with both its bylaws and with Minnesota Statute. The board consists of five teachers, three parents and one community member. Additionally, the board is comprised of members with a variety of skills and areas of expertise. While remaining a teacher majority board, Global has also been successful in recruiting an active community member as its board chair, as well as three parent members.</p>
<p><b>Source:</b> Board bylaws, MN Stat. 124E, Board minutes or interviews with board members</p>

<p><b>3.3 Does the school board have a board-approved professional development plan for the director (if applicable as required by <i>Minnesota Statutes 2016, 124E.12, subd. 2(b)</i>)?</b></p>	
<p>1 = Does not meet standard</p>	<p>The board does not have an approved professional development plan for its school leader.</p>
<p>2 = Approaching standard</p>	<p>The board has a professional development plan for its school leader, but the plan is not comprehensive or effectively utilized.</p>

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.
<b>2023</b>	
<b>Rating:</b> N/A	
<b>Comments:</b> The school's leader holds an administrative license in the state of Minnesota, as such the board is not required to implement a professional development plan for the director.	
<b>2022</b>	
<b>Rating:</b> N/A	
<b>Comments:</b> The school's leader holds an administrative license in the state of Minnesota, as such the board is not required to implement a professional development plan for the director.	
<b>2021</b>	
<b>Rating:</b> N/A	
<b>Comments:</b> The school's leader holds an administrative license in the state of Minnesota, as such the board is not required to implement a professional development plan for the director.	
<b>2020</b>	
<b>Rating:</b> N/A	
<b>Comments:</b> The school's leader holds an administrative license in the state of Minnesota, as such the board is not required to implement a professional development plan for the director.	
<b>2019</b>	
<b>Rating:</b> N/A	
<b>Comments:</b> The school's leader holds an administrative license in the state of Minnesota, as such the board is not required to implement a professional development plan for the director.	
<b>Source:</b> 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
<b>2023</b> <b>Rating: 3</b>  <b>Comments:</b> Consistent with prior years, the Global board continues to show respect for the Open meeting law. No issues of noncompliance have been observed or reported. Global's board packets are well-organized and provided as a single document well in advance of meetings. The school ensures that external doors are monitored throughout the whole of meetings to allow admission of any members of the public who wish to attend.	
<b>2022</b> <b>Rating: 3</b>  <b>Comments:</b> Consistent with prior years, the Global board continues to show respect for the Open meeting law. No issues of noncompliance have been observed or reported. Global's board packets are well-organized and provided as a single document well in advance of meetings.	
<b>2021</b> <b>Rating: <u>3</u></b> <b>Comments:</b> Consistent with prior years, the Global board continues to show respect for the Open meeting law. No issues of noncompliance have been observed or reported. During the Covid-19 pandemic the school's website contained clear instructions for how to access virtual meetings.	
<b>2020</b> <b>Rating: <u>3</u></b> <b>Comments:</b> The Global board continues to show respect for the Opening meeting law. No issues of noncompliance have been observed or reported. In the school's new space, board meetings take place much further from the front door than had previously been the case. The board and school leadership may wish to consider taking measures to ensure that signage makes it possible for individuals unfamiliar with the building to find the correct, unlocked entrance in order to access the building after school hours.	

**Rating: 3**

**Comments:** The Global board demonstrates an understanding and commitment to meeting the requirements of the Open Meeting Law with regards to meetings as well as notifications and records. No issues of noncompliance have been observed and UST has not received any complaints or concerns.

**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:** Licensure checks did not indicate any areas of concern.

**2022**

**Rating: 3**

**Comments:** Licensure checks did not indicate any areas of concern.

**2021**

**Rating: 3**

**Comments:** Licensure checks did not indicate any areas of concern.

**2020**

**Rating: 3**

**Comments:** Licensure checks did not indicate any areas of concern.

<p>2019</p> <p><b>Rating: __3__</b></p> <p><b>Comments:</b> Licensure checks did not indicate any areas of concern.</p>
<p><b>Source:</b> MDE STAR Discrepancy Reports (self-reported data, crosscheck with licensure file checks) D-1</p>

<p><b>3.6 Does the school follow the admission policies and procedures outlined in law?</b></p>	
1 = Does not meet standard	The school does not follow the admission policies and procedures outlined in law.
2 = Approaching standard	NOT APPLICABLE
3 = Meets standard	The school follows the admission policies and procedures outlined in law.
4 = Exceeds standard	NOT APPLICABLE
<p><b>2023</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> As noted in previous years Global continues to comply with statutory requirements around enrollment and admissions. No issues or concerns have been raised.</p>	
<p><b>2022</b></p> <p><b>Rating: 3</b></p> <p><b>Comments:</b> As noted in previous years Global continues to comply with statutory requirements around enrollment and admissions. No issues or concerns have been raised.</p>	
<p><b>2021</b></p> <p><b>Rating: __3__</b></p> <p><b>Comments:</b> As noted in previous years and supported by the annual report (page 20 and Appendix E), as well as documents available on the school’s website, Global continues to comply with statutory requirements around enrollment and admissions. No issues or concerns have been raised.</p>	

<p><b>2020</b>  <b>Rating: __3__</b>  <b>Comments:</b> As demonstrated in the annual report (page 23 and Attachments E, F and G), enrollment/admissions policy and application form, Global continues to align with statutory requirements. No issues or concerns have been raised.</p>
<p><b>Rating: __3__</b>  <b>Comments:</b> Global continues to adhere to the requirements of MN Statutes Chapter 124E as demonstrated in its annual report narrative, enrollment application form, and enrollment/admissions policy. The school appears to implement these policies and procedures as established. No issues or concerns have been raised. Due to sibling preference and the fact that many Global families have multiple children, relatively few spots are open to new families in any given year.</p>
<p><b>Source:</b> Annual report (pp. 23, Appendix I), authorizer observation</p>

<p><b>3.7 Does the school complete criminal background checks in accordance with MN Statute and UST expectations?</b></p>	
1 = Does not meet standard	The school cannot certify that it completes criminal background checks of staff and the board.
2 = Approaching standard	The school certifies that it completes criminal background checks of the staff but not the board.
3 = Meets standard	The school certifies that it completes criminal background checks of staff and the board, as required by school policy.
4 = Exceeds standard	NOT APPLICABLE
<p><b>2023</b>  <b>Rating: 3</b>  <b>Comments:</b> The school’s background check policy (404: Employment and School Board Background Checks) notes that “individuals who wish to serve on the school’s board will be subject to a background check at the school’s expense.” It may be worth noting that the link to the policy on the school’s website still reads only ‘employee background check.’</p>	
<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> As noted previously, Global has a background check policy (Employment Background Checks 404). The policy was revised in September 2019 to allow inclusion of board members.</p>	

**2021**

**Rating: \_\_3\_\_**

**Comments:** As noted previously, Global has a background check policy (Employment Background Checks 404). The policy was revised in September 2019 to explicitly include board members.

**2020**

**Rating: \_\_3\_\_**

**Comments:** Global has a background check policy (Employment Background Checks 404). The policy was revised in September 2019 to explicitly include board members.

**2019**

**Rating: \_\_2\_\_**

**Comments:** Global has a background check policy (Employment Background Checks 404). The policy states that all individuals offered employment (paid or unpaid) will be required to complete a criminal background check. The policy also allows for the school to conduct background checks for volunteers, independent contractors and student employees. At this time, the background check policy does not appear to cover board members, though it is worth noting that given the school's teacher majority board, most members are covered.

**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:** St. Thomas has not received any complaints or concerns and authorizing program staff are not aware of the school being out of compliance with any applicable law.

<p><b>2022</b>  <b>Rating: 3</b>  <b>Comments:</b> St. Thomas has not received any complaints or concerns and authorizing program staff are not aware of the school being out of compliance with any applicable law.</p>
<p><b>2021</b>  <b>Rating: __3__</b> <b>Comments:</b>  St. Thomas has not received any complaints or concerns and authorizing program staff are not aware of the school being out of compliance with any applicable law.</p>
<p><b>2020</b>  <b>Rating: __3__</b>  <b>Comments:</b> St. Thomas has not received any complaints or concerns and authorizing program staff are not aware of the school being out of compliance with any applicable law.</p>
<p><b>2019</b>  <b>Rating: __3__</b>  <b>Comments:</b> No complaints or concerns have been received by UST, and authorizing program staff are not aware of the school being out of compliance with any applicable law.</p>
<p><b>Source:</b> UST site visit, board chair interview, background check policy</p>

<p><b>3.9 Do all board members exhibit understanding of the role of the board and utilize nonprofit governance best practices including:</b></p> <ul style="list-style-type: none"> <li>-Understanding of board and school leader roles (governance vs. management)</li> <li>-Annual board self-evaluation</li> <li>-Annual school-leader evaluation</li> <li>-Annual evaluation of Educational Service Provider (CMO/EMO) if applicable</li> <li>-Regular Strategic planning (at least once every five years)</li> </ul>	
<p>1 = Does not meet standard</p>	<p>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.</p>
<p>2 = Approaching standard</p>	<p>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.</p>

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.
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4 = Exceeds standard	NOT APPLICABLE
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<p><b>2023</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> Interviews with board members over the course of the contract have indicated a healthy understanding of how the roles of governance and management work and where appropriate separation lies. Board policies and practices are extremely organized, occur in a</p>	
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transparent and predictable fashion, and through records are created and maintained.	
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<p><b>2022</b>  <b>Rating: 3</b></p> <p><b>Comments:</b> The Global Academy board continues to use thoughtful planning systems, such as an annual board calendar, to ensure that all functions are completed within the calendar year. When interviewed, members are able to articulate the function of the board and how its role differs from that of management. The board engages in strategic planning periodically and has strategic discussions regularly.</p>	
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<p><b>2021</b>  <b>Rating: <u>  3  </u></b></p> <p><b>Comments:</b> Global’s board continues to perform all functions expected of it in a timely fashion. The school’s Executive Director supports the board in preparing and distributing the board packet, which members show evidence of having reviewed during board meeting observations. Systems remain in place to train and orient new members, and the Executive Director tracks initial and ongoing training to ensure timely completion.</p>	
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<p><b>2020</b>  <b>Rating: __3__</b>  <b>Comments:</b>  Global’s board has remained stable with a thorough onboarding process for new members to ensure a clear understanding of the board role. Examples of effective board practices undertaken by Global include:</p> <ul style="list-style-type: none"> <li>• Members actively participate in meetings and engage in thoughtful discussions around agenda items.</li> <li>• A complete and up-to-date board binder is located in the director’s office, historical board binders are maintained on site as well (Quarterly Report 2, pp. 6).</li> <li>• The school evaluates the director annually using parent, faculty, and board surveys, school academic standing, and finances, and compliance reports from MDE and UST. The board then uses the evaluation as a source of information when determining whether to extend another contract to the leader.</li> <li>• The board completes an annual self-evaluation</li> </ul>
<p><b>2019</b>  <b>Rating: __3__</b>  <b>Comments:</b>  Board members understand their role as a governing rather than a managing body. Members actively participate in meetings and engage in thoughtful discussions around agenda items. Examples of effective board practices undertaken by Global include:</p> <ul style="list-style-type: none"> <li>• In 2017-18, Global did a major revision to the strategic plan created in 2010. The plan includes three parts: overview, administrative strategic plan and academic strategic plan.</li> <li>• A complete and up-to-date board binder is located in the director’s office, historical board binders are maintained on site as well.</li> </ul>
<ul style="list-style-type: none"> <li>• The school evaluates the director annually using parent, faculty, and board surveys, school academic standing, and finances, and compliance reports from MDE and UST. The board then uses the evaluation as a source of information when determining whether to extend another contract to the leader.</li> <li>• The board completes an annual self-evaluation.</li> </ul>
<p><b>Source:</b> Site visits, ongoing correspondence, board minutes, interview with board chair</p>

<p><b>3.10 Does the board regularly review, update, and approve its bylaws and policies such that they maintain compliance with state law and current best practices?</b></p>	
<p>1 = Does not meet standard</p>	<p>Board policies and/or bylaws are outdated and not reviewed regularly.</p>
<p>2 = Approaching standard</p>	<p>Board policies and/or bylaws are reviewed and approved as needed, but are not comprehensively reviewed on a regularly scheduled basis.</p>

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
<b>2023</b>	
<b>Rating: 3</b>	
<b>Comments:</b> As noted in 3.2, bylaws are reviewed on a three-year review cycle and policy review is also calendarized. When state law or MDE guidance has changed, Global's board and leadership work together to make adjustments in a timely fashion.	
<b>2022</b>	
<b>Rating: 3</b>	
<b>Comments:</b> As noted in 3.2, bylaws are reviewed on a three-year review cycle. It is worth noting that while the bylaws have been found to be in compliance with state law and best practices in the past, updated MDE guidance regarding indemnification provisions impact Global's bylaws. Special care should be taken to ensure that Article VII is modified in advance of the issuance of new contracts in order to encompass MN Stat. 124E.07, subd. 3(b) as well as Minnesota Statutes 317A.521. The school may wish to consider any necessary modifications to its Articles of Incorporation (specifically Article 10) at the same time.	
<b>2021</b>	
<b>Rating: 3</b>	
<b>Comments:</b> The bylaws have been regularly reviewed on a three year cycle and at other times as needed. They were reviewed, updated, and approved during the prior school year.	
<b>2020</b>	
<b>Rating: __3__</b>	
<b>Comments:</b>	
As highlighted on page 5 of Quarterly Report 2 and the Policy Review Calendar, policies are reviewed on a tri-annual basis unless a more frequent review is provided by statute. The bylaws were last reviewed in November 2017 and were reviewed and amended in October of 2019.	
<b>2019</b>	
<b>Rating: __3__</b>	
<b>Comments:</b>	
Consistent with past years, policies are reviewed on a tri-annual basis unless a more frequent review is provided by statute. Additional information on the school's policy review process was included in the January 2019 quarterly report, along with a full copy of the 2018-2019 policy review calendar (p. 27-31). It is worth noting that the thoughtful and well-documented practice of policy review at Global Academy is an organizational strength and a clear best practice.	
The bylaws were last reviewed in November 2017 and are set to be reviewed again in 2020. A copy of the bylaws was included in the Quarter 2 report on pages 32 -40.	
<b>Source:</b> 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:** Over the course of the contract, including the current year, Global has consistently provided complete board packets to UST at least three days prior to board meetings. Packets continue to be thoughtfully organized and clearly labeled to allow easy reference to agenda items.

**2022**  
**Rating: 3**  
**Comments:** Global consistently provides complete board packets to UST at least three days prior to board meetings. Packets continue to be thoughtfully organized and clearly labeled to allow easy reference to agenda items.

**2021**  
**Rating: 3**  
**Comments:** Global consistently provides complete board packets to UST at least three days prior to board meetings. Packets are, as always, thoughtfully organized and documents are clearly labeled and related to agenda items.

**2020**  
**Rating: 3**  
**Comments:** Global consistently provides complete board packets to UST at least three days prior to board meetings.

**2019**  
**Rating: 3**  
**Comments:** Global consistently provides complete board packets to UST at least three 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 <u>not</u> fulfilling its legal obligations regarding ELLs and requires substantial improvement
2 = Approaching standard	The school is fulfilling all of its legal obligations regarding ELLs but requires some improvements
3 = Meets standard	The school is fulfilling its legal obligations regarding ELLs and requires no considerable improvements
4 = Exceeds standard	NOT APPLICABLE

**2023**  
**Rating: 3**

**Comments:** Global has managed to maintain a strong EL program despite the challenges of staffing in the current environment. The school is fortunate to have a number of staff members with EL background and hopes to hire additional licensed EL teachers in the future.

**2022**  
**Rating: 3**

**Comments:** Global’s EL program remained strong during the current evaluation period, despite some lingering difficulties and necessary adjustments to work due to the pandemic.

**2021**  
**Rating: 3**

**Comments:**  
While no quantitative data was available to compare ELL-identified student performance against non-ELL-identified student performance due to the Covid 19 pandemic, the school maintained a strong ELL program which followed procedures for identification, entrance and exit. The school made modifications as possible and necessary to serve students appropriately during remote learning.

**2020**

**Rating: \_3\_\_**

**Comments:**

As documented in Section 1 of this evaluation, Global's EL students outperform state EL averages in both math and reading. Global's EL students are also making progress towards English proficiency with 77.8% meeting targets compared to 61.4% at the state level (MDE Report Card). The school credits some of this success to the implementation of academic conversations as well as a dedicated writing course.

**2019**

**Rating: \_3\_\_**

**Comments:**

Global's effectiveness in serving EL students has been recognized by many. A key strength is the school's commitment to properly training all teachers in SIOP teaching strategies before they begin serving students, and ensuring that oversight and support is provided through the work of the school's EL coordinator and academic coordinators. As documented in Section 1 of this evaluation, Global's EL students outperform state EL averages in both math and reading. Global's EL students are also making progress towards English proficiency with 78.6% meeting targets compared to 67% at the state level.

**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 schoolspecific 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:** During SY2022 7.4% of students at Global Academy were identified for special education services. The school continues to maintain a strong special education program and has an organizational structure and policies that facilitate timely and orderly interventions and services for students.

**2022**

**Rating: 3**

**Comments:** During SY2021 8.8% of students at Global Academy were identified for special education services. The school has maintained a strong special education program over the contract period to date. One complaint with regard to special education services was submitted to the authorizer and MDE during SY2022. MDE's Special Education Compliance and Assistance, conducted a review and found the school to be in compliance with applicable law.

**2021**

**Rating: 3**

**Comments:**

While no quantitative data was available to compare Sped-identified student performance against non-Sped-identified student performance due to the Covid 19 pandemic, the school maintained a strong special education program which followed procedures for identification, entrance and exit. The school made modifications as possible and necessary to serve students appropriately during remote learning, including serving students in person whenever possible.

**2020**

**Rating: \_\_3\_\_**

**Comments:**

In SY2020, 9.2% of students at Global receive special education services. Global's special education program includes appropriate identification and exit processes and is appropriately staffed to meet student needs and includes (consistent with the prior school year) 5 special education teachers and 15 paraprofessionals. The school contracts for services including audiology, DAPE, deaf and hard of hearing, nursing, OT, school psychologist, and speech. Indigo Education serves as the director. A review of MDE's special education complaint search engine did not find any concerns related to the school. Special Education faculty visiting from the University of St. Thomas have, in the past, commented that many of Global's instructional practices support all learners, including those with special needs. These supports may be a part of the reason Global has a slightly lower special education population than the state average.

**Rating: \_\_3\_\_**

**Comments:**

Global's special education program includes appropriate identification and exit processes and is appropriately staffed to meet student needs and includes (consistent with the prior school year) 4 special education teachers and 11.6 paraprofessionals. A review of MDE's special education complaint search engine did not find any concerns related to the school.

**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: 4**

**Comments:** As noted on page 11 of the Annual Report, Global had an attendance rate of 95.52%. Attendance has been consistently high over the course of the contract.

**2022**

**Rating: 4**

**Comments:** As noted on page 10 of the Annual Report for SY2021, Global had an attendance rate of 95.87%.

**2021**

**Rating: 4**

**Comments:**

As noted on page 10 of the Annual Report for SY2020, Global had an attendance rate of 96% during the initial (pre-pandemic) portion of the year and an attendance rate of 96.11% attendance rate overall. An excellent result, particularly given the unique challenges of the year.

2020

**Rating: \_\_ 4**

**Comments:** As reported on page 13 of the SY2019 Annual Report, Global students attained a 95.48 % attendance rate for SY2019.

**Rating: \_\_ 4**

Global students continue to maintain strong attendance with a rate of 95.9% for SY2018.

**Comments:** During SY18, Global’s ADA was 95.2%. With regards to the Northstar system, which measures consistent attendance, 92.5% of Global students attended 90% of the time while enrolled.

**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:** Over the course of the contract, Global has boasted consistently strong teacher retention rates. Even during the staffing shortages of the current period, 86% of teachers who were with the school at the close of SY2022 returned for SY2023.

**2022**

**Rating: 4**

**Comments:** In an impressive sign of organizational health, only two of 32 existing positions turned over for SY2022, representing a 93.8% retention rate. As noted during SY2021, the labor market remains extremely competitive and turnover in many sectors, including education, has been high. Given the number of years retention has remained high and information gathered during site visits, including interviews with teaching staff, this indicator suggests a positive, highfunctioning, mission-focused organizational climate that leads to staff satisfaction and retention.

**2021****Rating: 4**

**Comments:** Despite a competitive market for teachers, Global again surpassed a 90% retention rate for teachers, losing only two for personal reasons and one due to a cross-country move. Given the unique circumstances of SY2020 and SY2021, this is particularly a strong outcome. It is worth noting that strong retention has been consistent over the entirety of the current contract period.

**2020****Rating: 3\_\_**

**Comments:** Retention from SY19 to SY20 remained high with only 3 of 32 (90.6%) teachers leaving (two because they moved out of town). Past retention is summarized below:

SY18 to SY19 94%

SY17 to SY18 65.8%

SY16 to SY17 84.6%

SY15 to SY16 75%

**2019****Rating: 3\_\_**

**Comments:** Retention from SY18 to SY19 was high with only 2 of 31 (94%) teachers leaving (one because the position was eliminated and one to pursue other interests). This rate is phenomenal, particularly considering the tight labor market that currently exists for teachers and other educational staff. Past retention is summarized below:

SY17 to SY18 65.8%

SY16 to SY17 84.6%

SY15 to SY16 75%

**Source:** Annual report (Appendix D)

**3.16 Does the school generally retain its students from October 1<sup>st</sup> 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
<b>2023</b> <b>Rating: 3</b> <b>Comments:</b> Of 447 students enrolled during SY2022, 51 left during the course of the year, representing an 88.5% retention rate. While still strong overall, this is a significant decline from past years and is due primarily to students/families moving too far to attend the school or electing to continue learning online—a format Global did not offer during SY2022 (Annual Report, page 26).	
<b>2022</b> <b>Rating: 3</b> <b>Comments:</b> Of 454 students enrolled during SY2021, 29 left during the course of the year, representing a 93.6% retention rate. Although a slight dip from prior years' enrollment, overall student retention remained strong and in-line with prior years' results.	
<b>2021</b> <b>Rating: 3</b> <b>Comments:</b> Global continues to maintain strong enrollment and retention during the course of the year. During SY2020, only 17 students left during the course of the year. Of the 446 students enrolled this represents a 96.2% retention rate.	
<b>2020</b> <b>Rating: __ 3 __</b> <b>Comments:</b> As noted previously, Global's enrollment has slowly grown over the last 10 years. In SY2019, 450 students were enrolled (up 18 from the previous year). Of these students, 25 left during the course of the school year. This represents a 94.4% retention rate.	
<b>2019</b> <b>Rating: __ 3 __</b> <b>Comments:</b> Global's enrollment has remained stable since 2010. In SY2018, 429 students were enrolled (up 4 from the previous year). On October 1, 2017 425 students were enrolled. Of these students, 22 left during the course of the school year. This represents a 95% retention rate.	

**Source:** Annual report (pp. 22)

### 3.17 Does the school exhibit a high level of parent satisfaction?

1 = Does not meet standard	Less than 75% of parents surveyed indicate they are satisfied with the school OR the school failed to achieve a response rate greater than 20%.
2 = Approaching standard	More than 75% but less than 85% of parents surveyed indicate they are satisfied with the school.
3 = Meets standard	More than 85% but less than 95% of parents surveyed indicate they are satisfied with the school.
4 = Exceeds standard	At least 95% of parents surveyed indicate they are satisfied with the school.

#### 2023

**Rating:** 4

**Comments:** As in years past, families/guardians were invited to complete a survey. The response rate was 20% (43/211). Of the families in the sample 21% were new to the school, 79% were returning. Overall rates of satisfaction remained high, with 96% of families indicating that they were very satisfied (79%) or somewhat satisfied (17%) while the remainder indicated that they were somewhat unsatisfied. Extremely high levels of satisfaction were also expressed for EL and Special Education programs, with all respondents indicating that they were very or somewhat satisfied. Similarly, 90% of families indicated that they would recommend the school to family or friends with no reservations and 0% indicated that they would not recommend the school. Given the wording of our indicator looks for only 'satisfied' rather than 'very satisfied,' we view this, combined with the strength of other responses, as meeting the exceeds standard criteria.

#### 2022

**Rating:** 4

**Comments:** Global annually sends a satisfaction survey to families. In SY2021, 49 of 227 families receiving the survey elected to complete it, a response rate of 22%. Of the families in the sample, 12% were new to Global and 88% were returning families. Given the upheaval of the Covid-19 pandemic and the experience of students in various environments (in-person, online, hybrid), satisfaction rates remained strong overall, though slightly lower than in SY2020. 79% of families indicated that they were very satisfied with the school, 15% somewhat satisfied, 2% somewhat unsatisfied, 2% very unsatisfied, and 2% with no opinion. Given the wording of our indicator looks for only 'satisfied' rather than 'very satisfied,' we view this, combined with the strength of other responses, as meeting the exceeds standard criteria.

**2021**

**Rating:   4**

**Comments:** Global annually sends a satisfaction survey to families. In SY2020 97 of 232 families receiving the survey elected to complete it, a response rate of 41%. Of the families in the sample, 21% were new to Global and 79% were returning families. Parents reported high levels (90% or more) of feeling the school environment was safe and welcoming, as well as feeling comfortable talking to school administration or teachers. Satisfaction levels were also high with regard to communication received from the school about students and in general. Overall, 90% of parents indicated that they were very satisfied with the school and the remaining 10% all indicated that they were somewhat satisfied. Given the wording of our indicator looks for only 'satisfied' rather than 'very satisfied,' we view this, combined with the strength of other responses, as meeting the exceeds standard criteria.

**2020**

**Rating:   3**

**Comments:** Global annually sends a satisfaction survey to families. In SY19, 119 of 217 (55%) of families completed the survey. 86% and of respondents said that they were very happy with the school and 14% said they were somewhat satisfied. Other areas in which 90% or more of families were very satisfied include: school safety, welcoming environment, comfort in talking with child's teacher, communication, amount of homework and willingness to recommend Global to friends and/or family.

**2019**

**Rating:   3**

**Comments:** Global annually sends a satisfaction survey to families. In 2018, 107 of 193 (55%) of families completed the survey. 83% of respondents said that they were very satisfied with the school and 12% said they were somewhat satisfied. Other areas in which 90% or more of families were very satisfied include: school safety, welcoming environment, comfort in talking with child's teacher, and willingness to recommend Global to friends and/or family.

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

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

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

**2023**

**Rating: 4**

**Comments:** Over the course of the contract Global has moved from its original site to its current campus. Throughout, the school culture has been visible in beautiful bulletin boards, displays of student work, and a level of cleanliness that is indicative of respect for the space and the institution. As noted in years past, the school's facility is a joy to visit and is an appropriate physical manifestation of a strong and high-functioning school culture. It meets the mission of the school and has been constructed and furnished with students needs firmly centered.

**2022**

**Rating: 4**

**Comments:** Global Academy is a joy to visit. As in years past, the school continues to meet all criteria in terms of a well-designed, appropriately sized, beautifully-maintained facility. Classrooms are highly personalized and in many cases beautifully decorated with touches that go above and beyond to create a warm, home-like environment that speaks to the level of care students can expect to experience. In addition to the pride taken in the physical plant as a whole,

Global Academy staff have structures (both organizational and budgetary) in place to allow for the provision and maintenance of equipment to match individual student needs. It is not unusual to observe special seats, visual aids, and other equipment that has been sourced to enhance learning opportunities for a specific classroom or individual student.

**2021**

**Rating: \_\_4\_\_**

**Comments:**

As noted in years past, Global's physical environment is kept fastidiously clean and is uniformly tidy and cheerful. The school is welcoming and most classrooms and spaces are bright and spacious. Bulletin boards display student work and learning tools—even the school's bathrooms have posters available for learning on the go! The pride teachers, staff, and administration take in the building is clear and students seem to enjoy the environment. Care was taken during the pandemic to ensure that the physical learning environment for students in hybrid mode and in distance learning was positive as well, with the school providing guidance to families on what a positive learning environment should include. Hybrid classrooms were carefully set up with cameras and screens to allow a positive experience for students on site and participating remotely.

**2020**

**Rating: \_\_4\_\_**

**Comments:**

Global made the move to its new facility in fall 2019. Overall the transition has been smooth. The new space is designed to forward student learning and school culture. Global's teachers and leadership team have embraced the space, creating warm, welcoming environments that facilitate student engagement. The pride the entire Global community takes in its new space is evident.

**Rating: \_\_3.5\_\_**

**Comments:**

Global Academy's physical environment is uniformly clean, cheerful, and welcoming, with large classrooms and as much natural light as the space can allow. Bulletin boards located throughout the school's common spaces are inspiring and showcase student work, fieldtrips, and areas of inquiry. Given the constraints of the space, the school has done everything possible to ensure a positive and productive learning environment for students on a school-wide and classroom level.

The school has identified a new facility, which it will move into in fall 2019.

**Source:** Authorizer observation

## Range of Interventions Guidelines

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

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

**Attachment #11 – School Closure Plan**

**School Closure Plan**

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

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

Item	Description of Required Actions	School’s Responsible Party	Completion Date	Status
<b>Immediate Board Actions</b>				
1	<p><b>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Designate School contact person(s) to send and receive communications from the UST;</li> <li><input type="checkbox"/> Designate employees or School Board members who will handle various aspects of winding up of School operations; and</li> <li><input type="checkbox"/> Provide contact information, and list of employees / School Board members and correspondent responsibilities to the UST.</li> <li><input type="checkbox"/> Instruct contact persons to heed notification requirements for time sensitive notifications, if any.</li> </ul>			
2	<p><b>Reserve Funds</b> Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.</p>			
<b>Notifications and Further Actions</b>				

<b>3</b>	<p><b>Notification of Parents / Guardians</b></p> <p>Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not yet been made. Such notification shall include, but not be limited to, the following:</p>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Date of the last day of regular instruction;</li> <li><input type="checkbox"/> cancellation of any planned summer school;</li> <li><input type="checkbox"/> notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older;</li> <li><input type="checkbox"/> inclusion of a listing of the names of charter, parochial, public and private schools in the area;</li> <li><input type="checkbox"/> indicate how transfer of student records will be handled and offer of copies of student records before the CHARTER REVOCATION;</li> <li><input type="checkbox"/> indicate how the school will provide information and assistance to families that will help them to enroll their students in another school.</li> <li><input type="checkbox"/> Provide the UST with a copy of the notice.</li> </ul>			
<b>4</b>	<p><b>Final Report Cards and Student Records Notice</b></p> <p>Within 7 days after CHARTER REVOCATION, provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student's district of residence) and specific contact information.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the student's district of residence to have the student's educational records transferred to the new school.</li> <li><input type="checkbox"/> Provide the UST with a copy of the notice.</li> </ul>			

<b>5</b>	<p><b>Transfer of Student Records and Testing Material</b></p> <p>No later than 10 business days after CHARTER REVOCATION send student records to the student's district of residence, including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;</li> <li><input type="checkbox"/> student health / immunization records;</li> <li><input type="checkbox"/> attendance records; and</li> <li><input type="checkbox"/> information about any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56 <input type="checkbox"/> all other student records.</li> <li><input type="checkbox"/> provide UST with confirmation of records transfer</li> </ul>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	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"> <li><input type="checkbox"/> To the extent that scores, etc. will come into existence after the CHARTER REVOCATION, arrangements should be made with the testing agent to forward such material to the district of location. The school should also send a set of Individual Student Reports to resident district and parents.</li> </ul>			

	<p><input type="checkbox"/> Provide notice to informing the student 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).”</p>			
<p><b>6</b></p>	<p><b>Notification of School Districts</b></p> <p>Within 7 days after the charter revocation, the School must notify school district(s) of students’ residence regarding the termination of the education program and lack of future enrollment.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If applicable, notification regarding cessation of food and transportation services should be provided.</li> <li><input type="checkbox"/> Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment.</li> <li><input type="checkbox"/> Provide UST with a copy of the notice.</li> </ul>			
<p><b>7</b></p>	<p><b>Notification of Funding Sources / Charitable Partners</b></p> <p>Within 7 days after CHARTER REVOCATION, all other sources of the School’s operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School’s closure / restructuring status.</li> </ul>			

Item	Description of Required Actions	School's Responsible	Completion Date Party	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><b>Notification of Contractors and Termination of Contracts</b></p> <p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at CHARTER REVOCATION.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property.</li> <li><input type="checkbox"/> Provide the UST with a copy of such notice.</li> <li><input type="checkbox"/> Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims.</li> </ul> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or wind-up of the School.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Telephone, gas, electric, water, insurance (premises and D&amp;O insurance, <i>see</i> below) should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School's affairs beyond that time.</li> </ul>			

<b>9</b>	<p><b>Notification of Employees and Benefit Providers</b></p> <p>After an employee termination date is established, but in no event later than 60 days before CHARTER REVOCATION, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> health care / health insurance;</li> <li><input type="checkbox"/> life insurance;</li> <li><input type="checkbox"/> dental plans;</li> <li><input type="checkbox"/> eyeglass plans;</li> <li><input type="checkbox"/> cafeteria plans;</li> <li><input type="checkbox"/> 401(k), retirement plans; and <input type="checkbox"/> pension plans.</li> <li><input type="checkbox"/> TRA</li> </ul>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><input type="checkbox"/> PERA</li> </ul> <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted.</p> <p>Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the CHARTER REVOCATION, and reserve funds should be set aside for this purpose.) <i>See</i> School Wind-Up Plan and Action regarding payment of taxes, below.</p>			

10	<p><b>Notification of Food and Transportation Services and Cancellation of Contracts</b></p> <p>Within 20 days after the charter revocation, or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.</p>			
11	<p><b>Notification of UST Regarding Lawsuits</b></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>			
<b>Assets, Creditors and Debtors</b>				
12	<p><b>List of Creditors and Debtors; UCC Search</b></p> <p>Within twenty days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> This list is not the same as the contractor list, above, but may include contractors, which should be listed.</li> <li><input type="checkbox"/> Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding.</li> </ul>			

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

	CHARTER REVOCATION.			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments).</li> <li><input type="checkbox"/> Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (<i>See Liquidation of Assets, below.</i>)</li> <li><input type="checkbox"/> Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution.</li> <li><input type="checkbox"/> Cancellation of corporate credit cards and lines of credit.</li> <li><input type="checkbox"/> Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School.</li> <li><input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to the UST through Interim Statements and a Final Statement (below).</li> </ul>			

<p><b>16</b></p>	<p><b>Protection of Assets; Insurance</b></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"> <li><input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan.</li> <li><input type="checkbox"/> Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</li> <li><input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible.</li> <li><input type="checkbox"/> Appropriate security services should be obtained or maintained.</li> <li><input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility.</li> </ul>			
<p><b>17</b></p>	<p><b>Inventory</b></p> <p>No later than 30 days prior to CHARTER REVOCATION, <u>all</u> of the School’s assets must be inventoried with item #'s and quantities and/or its inventory updated.</p>			

<b>Item</b>	<b>Description of Required Actions</b>	<b>School’s Responsible</b>	<b>Completion Date Party</b>	<b>Status</b>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> All assets of the School, not just ones over a certain dollar value must be inventoried.</li> <li><input type="checkbox"/> Provide UST with a copy of the inventory.</li> <li><input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing foundation, vendors, PTA, etc.), including those borrowed or loaned.</li> <li><input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</li> <li><input type="checkbox"/> Return assets not belonging to School and document same.</li> </ul>			

<p><b>18</b></p>	<p><b>Liquidation of Assets</b></p> <p>Assets must be liquidated in a commercially reasonable manner in accordance with Department of Education expectations including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted.</p> <p><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> <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>			
<p><b>19</b></p>	<p><b>D&amp;O Insurance</b></p> <p>Maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such D&amp;O insurance exists, disclose this fact to the board of directors.</p>			
<p><b>20</b></p>	<p><b>Interim Statements</b></p> <p>No later than 10 days after CHARTER REVOCATION, prepare, and submit to the UST, an interim statement in a form satisfactory to the UST, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p>			

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

23	<b>Closeout of State and Federal Grants</b>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<p>State, federal and other grants must be closed out, including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> notification to the grant entity of the School closure; and</li> <li><input type="checkbox"/> filing of any required expenditure reports or receipts and any required program reports.</li> </ul> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>			
24	<p><b>U.S. Dept. of Education Filings</b></p> <p>File Federal form 269 or 269a if the School was receiving funds directly from the United States Department of Education. <i>See</i> 34 CFR 80.41.</p>			
25	<p><b>IRS Status; Reports</b></p> <p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li><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).</li> <li><input type="checkbox"/> If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the UST.</li> </ul>			

<b>26</b>	<p><b>Corporate Records</b></p> <p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Loans, bonds, mortgages and other financing;</li> <li><input type="checkbox"/> Contracts;</li> <li><input type="checkbox"/> Leases;</li> <li><input type="checkbox"/> Assets and asset sales;</li> <li><input type="checkbox"/> Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042.</li> <li><input type="checkbox"/> Governance (Minutes, by-laws, policies);</li> <li><input type="checkbox"/> Employees (background checks, personnel files);</li> <li><input type="checkbox"/> Accounting/audit, taxes and tax status, etc;</li> </ul>			
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Item	Description of Required Actions	School's Responsible	Completion Date Party	Status
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Personnel,</li> <li><input type="checkbox"/> Employee benefit programs and benefits; and</li> <li><input type="checkbox"/> Student summary test data files</li> <li><input type="checkbox"/> Any items listed in this Closure Plan.</li> </ul> <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>			
<b>Dissolution / Final Distribution of Assets</b>				
<b>27</b>	<p><b>Resolution of Dissolution</b></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>			

<p><b>28</b></p>	<p><b>Dissolution</b></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> <p><input type="checkbox"/> a complete statement of all assets, their location and an estimate of their value; and <input type="checkbox"/> a statement of the ascertainable debts of the education corporation.</p> <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p> <p>Copies of all papers related to dissolution should be sent to the UST.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>			
<p><b>29</b></p>	<p><b>Final Distribution of Assets</b></p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p>			
Item	Description of Required Actions	School's Responsible Party	Completion Date	Status

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