

## **Charter School Authorizer Agreement**

This Charter School Authorizer Agreement (the “Agreement”) is entered into between Innovative Quality Schools (“IQS”) and Saint Paul School of Northern Lights (hereinafter the “School”) to be effective from October 15, 2019 through June 30, 2024

This Agreement is entered into for the purposes of defining the responsibilities and obligations of each party with respect to the authorization of a Minnesota Charter School to be operated by School. It is the intention of the parties that this Agreement will comply with all requirements of the Minnesota Charter School Law (Minnesota Statutes Section 124E.10. et. seq.) as the law may be amended from time to time. Both parties acknowledge their responsibility to abide by all applicable provisions of Applicable Law and the Charter Law (as defined below) regardless of whether they are delineated in this Agreement.

### **Section 1. DEFINITIONS.**

1.1 Definitions. For purposes of this Agreement, and in addition to the terms in this Agreement, each of the following words or expressions has the meaning as defined in this section:

- a) “Addendum” means a document that is referenced as an addendum to this Agreement. All Addenda to this Agreement are hereby incorporated herein and made a part of this Agreement.
- b) “Agreement” means this Charter School Authorizer Agreement as required by the Charter Law.
- c) “Applicable Law” means all state and federal law applicable to Minnesota charter schools governing the organizational, programmatic and financial requirements, and any regulations implemented pursuant to those laws.
- d) “Charter Law” means the Minnesota Statutes Chapter 124E. *et seq.*, as amended, and any rules adopted by the Commissioner relating to this law.
- e) “Charter School Board” means the Board of Directors that governs the School, as provided under Minnesota Statutes §124E.07 and the Bylaws of the School.
- f) “Commissioner” means the Commissioner of the Minnesota Department of Education.
- g) “Department” means the Minnesota Department of Education.
- h) “School” means St Paul School of Northern Lights which is established as a charter school pursuant to this Agreement and which is incorporated pursuant to Minnesota Statutes §317A. The official address of the School is: 2033 Portland Ave, St Paul, MN 55104
- i) “School information” includes all educational data, as defined in Minnesota Statutes §13.32; any and all data related to employees of the School; 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 in this Agreement.
- j) “School ScoreCard” means the School ScoreCard described in Section 2.2(c) of this Agreement that is used to evaluate the performance of the School.
- k) “IQS” means “Innovative Quality Schools,” PO Box 40219, St. Paul Minnesota 55104.

**Section 2. PURPOSE OF THE SCHOOL; DESCRIPTION OF THE PROGRAM; PERFORMANCE INDICATORS AND EVALUATION.**

2.1 Purpose of the School/Description of the Program. The School will be organized and operated to improve all pupil learning and all student achievement, and to achieve the following additional purposes:

- a) increase learning opportunities for all pupils;
- b) encourage the use of different and innovative teaching methods;
- c) measure learning outcomes and create different and innovative forms of measuring outcomes;
- d) establish new forms of accountability for schools;
- e) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the School site;

The School will report on the achievement of its purposes in its annual report, as provided in Section 2.2 (d) of this Agreement.

The School is a Grade K-8 school that will provide students:

- a) a safe place to learn and grow while being provided an individualized learning opportunity that addresses their academics and also their emotional and social needs;
- b) caring adults who have an in-depth knowledge and understanding of the subject matter and innovative instructional models that best meets the needs of their students;
- c) small class environments that assures each student will receive individualized attention and assistance;
- d) an innovative model of learning that is consistent with its vision and mission; and
- e) with a focus on relationship-based, equitable education, student driven approach, project-based inquiry and outdoor connections
- f) With instructional programs through interdisciplinary projects
- g) with opportunities to apply, create, analyze and evaluate their work continuously through the year
- h) empowerment in the development of 21<sup>st</sup> century skills of dialogue, reflection, and collaboration; modeling lifelong learning as a joyful process.

2.2 Performance Indicators and Evaluation. The School must provide instruction for the minimum number of hours required by Applicable Law, with the School having the option of providing additional programs after the regular day, in the summer or through other means.

- a) Student/School Performance Standards. The School will comply with the requirements of the Minnesota Learning/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 School 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 ESSA and its implementing regulations established by the U.S. Department of Education including, but not limited to, i) participating in statewide assessments, ii) meeting the state adequate yearly progress definition, iii) meeting public and parent reporting requirements, iv) implementing school sanctions if the School is identified for improvement, and/or failing to meet disparities in teacher and paraprofessional requirements. This section shall automatically be modified to reflect changes in ESSA, or when the Department is granted waivers from ESSA by the United States Department of Education.
- c) Specific Academic and Non-academic Performance Indicators. The School will identify and attain the goals and measurable performance indicators for: (1) program model and mission of the School; (2) governance of the School; (3) specific student academic and nonacademic outcomes that pupils must achieve as well as outcomes which are indicative of school performance; (4) financial management; and (5) operation of the School. These goals will be outlined in the School ScoreCard to be mutually agreed upon by School and IQS, a copy of which is attached as Addendum 1, as the same may be modified from time to time by IQS. These performance indicators are intended to specifically assure that the student learning requirements as defined in Charter Law and other Applicable Law, and will be included with the academic standards to which the School will be held accountable. The academic performance indicators will include multiple achievement indicators including the state tests required of all students, a nationally normed reference test, and/or other professionally recognized measurement systems and other methods as provided for in this Agreement.
- d) Annual Report. The School must publish an annual report approved by its board of directors that is consistent with the provisions of the Charter Law at §124E.16 subd.2. The School must post the annual report on the School's official website. The 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 School..
- e) School Improvement Plan (SIP). Based on the results specified in the Annual Report, the School will develop an annual School Improvement Plan (SIP) that identifies the action to be taken by the School to continuously improve the performance of the School. If the School has not made its designated performance targets as identified in its School ScoreCard, the School will include a description of the School's plans to implement any of the responsive and/or corrective requirements in the following school year.
- f) Annual Report/SIP Dissemination. As required under the Charter Law, the School will disseminate the Annual Report to the parents and legal guardians of students enrolled at the School, IQS and School employees. The SIP will also be disseminated to these parties. The Annual Report and complete SIP must be placed on the website of the School.

### **Section 3. LEGAL STRUCTURE AND AUTHORITY OF THE SCHOOL.**

3.1 Legal Structure. The School must adhere to all legal requirements as defined in Minnesota Statute 124E as identified below.

- 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 on file with the State of Minnesota and with IQS, a copy of which is attached as Addendum 2.
- c) Bylaws. The School has in place a set of Bylaws, a copy of which is attached as Addendum 3. The School will notify IQS of any proposed amendments to the Bylaws prior to adopting any changes. At its discretion, IQS may provide review and comment on the proposed amendments at or before the regularly-scheduled Board meeting at which the proposed amendments are to be discussed and voted upon. The School shall not adopt Bylaw amendments affecting the governance structure of the School or Board without prior approval of IQS. If IQS does not issue its comments on Bylaw amendments affecting the governance structure of the School or Board within 30 days following notice to IQS by the School, the School may proceed with its proposed amendment unless IQS requests an additional 15 days for the review, which additional time shall be granted by the School.
- d) Lease Space. The School may lease space from any public or nonsectarian private organization as it deems reasonable. If the School intends to lease from a private sectarian organization, it will comply with the provisions of the Charter Law at Section 124E, including providing the assurances set forth in Addendum 4, attached hereto. Prior to finalizing a lease for space, the School will submit the lease to the Department for review and comment. The School will also provide the lease to IQS for review and comment.
- e) Authorized Grades. The School is authorized for grades K-8.
- f) Enrollment/Grade Level Expansion. The School will not expand its grade levels beyond that specified in Section 2.1 without application to and approval by IQS and the Commissioner in a manner consistent with the Charter Law.

**Section 4. OPERATING REQUIREMENTS.**

4.1 Governance. The governance, management and administration plan for the School shall be as described in this section.

- a) Board of Directors. The School will be governed by a board of directors in accordance with its Bylaws and with all Applicable Laws. The School will file changes in the membership of the Charter School Board with IQS. Prior to the time such 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 Charter School Board will certify to IQS that background checks have been completed and, consistent with data practices law, will provide to IQS 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. Each director will submit to IQS a signed agreement in the form of Addendum 5, as the same may be revised from time to time by IQS stating they will comply with all Applicable Laws.
- b) Conflict of Interest. The provisions of Section 124E.14 of the Charter Law relating to conflicts of interest shall be followed by each director.
- c) 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 the 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. The Charter School Board will adopt all required policies as provided by law. In addition, the Charter School Board will adopt policies as required assuring the School will operate in a non-sectarian manner.

- d) Board Election. Charter School Board elections and director qualifications will be as provided in the Charter Law and in the School's Bylaws.
- e) Open Meeting Law. Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes §13D.
- f) Frequency of Meetings. The Charter School Board will meet as provided in the Bylaws. All meeting agendas must be posted in accordance to Minnesota Statute 13D and on the School's website. Minutes from meetings must be posted within ten (10) days of their approval by the Charter School Board.
- g) IQS Report to the Board. Following the review of the Annual Report as provided for in Section 2.2 (d), IQS will provide the Charter School Board with its written analysis of how well the School is meeting the provisions of this Agreement.
- h) Authorization of Employment. The Charter School Board will either directly employ, contract with individuals, contract with an organization or a combination of these options, necessary teachers, as defined by Minnesota Statutes §122A.15, subdivision 1, who hold valid licenses to perform the particular instruction or services at the School.
- i) 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.
- j) Collective Bargaining. If the School engages in collective bargaining, the School will comply with Minnesota Statutes chapter 179A, the Public Employment Relations Act.
- k) Board Training. The Charter School Board will participate in training regarding board governance, the board's role and responsibilities, financial management and employment policies in accordance with Section 124E.07 subd. 7 of the Charter Law. A director who does not begin the required training within six months of being seated, and complete the required training within 12 months of being seated, is ineligible to continue to serve as a director. In addition, the Charter School Board will submit its plan for training to IQS, if requested by IQS, and attend training reasonably required by IQS.

4.2 Management and Administration Plan. The Charter School Board shall establish qualifications for all persons who hold administrative, supervisory, or instructional leadership roles in accordance with Minnesota Statutes, §124E.12, subdivision 2. The Charter School Board shall use those qualifications as the basis for job descriptions, hiring and performance evaluations of those persons who hold administrative, supervisory or instructional leadership roles at the School, including the hiring and evaluation of any third party organization hired to provide such functions to the School. The Charter School Board will annually prepare performance expectations to be accomplished by the school leader(s). The Charter School Board will review the leaders' performance at least annually. The teachers may provide written feedback to the Charter School Board regarding the leaders' performance. The teachers will report to the designated school leader(s). Each teacher and the School leaders will annually

prepare performance expectations to be accomplished by the teacher. The School leader(s) will review the performance of the teachers. Professional teacher teams may also be established to provide professional observations and feedback to each other. The teachers may participate in site committees including School model oversight which includes curriculum; budget; and professional development. Each committee will operate under the guidance and direction of the School leader.

The School's performance criteria, as identified in the School ScoreCard, must be met with respect to regarding the governance, management and administration of the School.

4.3 Financial Management. The Charter School Board may engage a third party to provide financial management of the School. If they choose to engage a third party, the Charter School Board will request and review the bids for such services and make decisions to assure no conflicts of interest exist and that the agreement is in the best interests of the School.

- a) Financial Reports. The School will provide IQS a copy of the annual budget for review and comment at least ten (10) business days prior to its approval by the Charter School Board. The School shall also provide IQS periodic reports of the financial status of the School as requested. All financial data must be placed on the School website within ten (10) days of the Charter School Board's approval.
- b) 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.
- c) Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of district schools (Minnesota Statutes §§123B.75 to 123B.83) except when deviations are necessary because of the program of the School. The School will provide IQS with a final audit and any management letters provided by the auditor. As provided by the Charter Law at Section 124.E.16, 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 IQS.
- d) Creditors. If the School has any payments to creditors for which there is an outstanding liability of over 60 days, the School will provide IQS a written statement explaining the reasons for this and a proposal for payment of the outstanding liability.

4.4 Non-sectarian. The School will be nonsectarian in its programs, admission policies, employment practices and all other purposes and will operate consistent with state and federal law.

4.5 Tuition. The School will not charge Minnesota resident's 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.

4.6 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.

4.7 Admissions. When considering admission of new students, the School will adhere to all provisions listed below.

- a) Limits. The School will 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) Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lot. A student continuing for the next year remains enrolled for the next year without re-application. The School will give preference for enrollment to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the School's staff before accepting other pupils by lot. The School shall develop and follow an admissions policy that is consistent with this Section 4.7 and Applicable Law. The School will provide IQS with a copy of such policy.

4.8 Reports and Communications. In meeting IQS's reporting requirements, the School will adhere to all provisions listed below.

- a) Reports. The School will file reports with IQS regarding the program and financial status of the School. IQS will provide a format and a timeline for these reports.
- b) Access to Information. Consistent with the provisions of Minnesota Statutes Section 13.05 subd. 6(c), the School will provide IQS, with and permit prompt and reasonable access to, any School information requested by IQS.
- c) Other Reports. The School and IQS will file all reports with the Commissioner consistent with the procedures established by the Commissioner.
- d) WBWF. In accordance to Minnesota Statutes, section 124E.16, subdivision 2, the school must comply with reporting under 120B.11 governing World's Best Workforce.
- e) Violations of Law. The School will promptly notify IQS of all complaints that allege that a violation of Applicable Law has been committed by the School unless such reporting would be in non-compliance with a state or federal law. The School will provide IQS with copies of all documents regarding the investigations, findings, conclusions, required actions or any other information regarding such complaints.

4.9 Transportation. Transportation for students enrolled at the School will be provided consistent with the Charter Law as it relates to student transportation.

4.10 Health and Safety. In meeting the state's health and safety requirements, the School will adhere to all provisions listed below.

- a) Same as school district requirements. The School will comply with the same health and safety requirements as a school district.

- b) Immunization. The School will comply with Minnesota Statutes §121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenza type b and hepatitis B.

4.11 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 genders to participate in athletic programs.

4.12 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 discipline policy and procedure consistent with MPFDA prior to enrolling students.

4.13 Students with Disabilities. In addressing the State's requirements for meeting the needs of students with disabilities, the School will adhere to all provisions listed below.

- a) Compliance. The School shall comply with Minnesota Statute Section 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.
- b) Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.
- c) Systems and Services. The School shall implement at least the minimum requirements of Applicable Law regarding service to students with disabilities, including:
  - i. A child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies and physicians.
  - ii. A system for conducting comprehensive initial and re-evaluations to determine eligibility for special education and related services.
  - iii. A full range of special service education services to ensure that all students with disabilities are provided with the specially-designed instruction and related services based on their disability-related needs.
  - iv. A system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.
- d) Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.



4.14 Students whose First Language is Other than English. The School will comply with the provisions of Applicable Law regarding teaching children who are English language learners.

4.15 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 chapter 466. The School will acquire and keep in full force the types and amounts of insurance coverage required by Applicable Law, including but not limited to:

- a) Workers' Compensation Insurance, covering claims from employees for compensation or benefit in respect of injury, sickness, disease or death, in the minimum limit required by Applicable Law.
- b) Employer's liability insurance for employee bodily injury or death arising out of the employer-employee relationship, with a limit of not less than One Million Dollars (\$1,000,000).
- c) Education and general liability insurance, including contractual liability and completed operations coverage, with limits in each case of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate, for personal injury (including death) and property damage.
- d) Automobile Liability Insurance, with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit or One Million Dollars (\$1,000,000) bodily injury and One Million Dollars (\$1,000,000) property damage, all per accident and irrespective of whether vehicles are owned, hired or non-owned.'
- e) Umbrella/Excess liability, with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence and annual aggregate limit.

IQS will be named as an additional insured on such policies. The School agrees to provide IQS with certificates of insurance. The Charter School Board must provide written notice of changes in its insurance carrier or coverage to IQS at least 20 business days prior to the effective date of the change.

## **Section 5. IQS DUTIES.**

5.1 Oversight Plan. IQS will implement a plan to provide ongoing oversight to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the Charter Law. IQS will use the following five criteria in determining the School's compliance with this Agreement.

- a) Mission and Program Model Implementation. IQS will evaluate whether the School has complied with the terms of this Agreement, including the implementation of the School's design and the learning standards as reflected in the School ScoreCard.
- b) Governance. IQS will evaluate whether the Charter School Board is performing its governance responsibilities.
- c) Student and School Performance. IQS will evaluate whether the performance of the students and the School meet the expectations as provided in Section 2.1 and 2.2.
  - i. The number one factor, for oversight and renewal of this Agreement, is whether the School meets the primary purpose of improving all pupil learning and all student achievement, as identified in Section 2.1 of this Agreement.

- ii. For purposes of oversight and renewal of this Agreement, IQS will also evaluate how the School is achieving the additional purposes as identified in Section 2.1 (a) through (e) of this Agreement.
- d) Finance. IQS will evaluate whether the School is using its resources in compliance with the Applicable Law and is planning for the future.
- e) Operation of the School. IQS will evaluate whether the School is meeting the administrative requirements of the Applicable Law relating to charter schools.

5.2 Additional Duties of IQS. In addition to the oversight duties referred to in Section 5.1, above, the duties of IQS shall include the following:

- a) IQS will provide information and advice to School on best practices, especially as such practices relate to the areas of school administration, board operation, fiscal management, and data analysis.
- b) IQS will assist in developing and facilitating collaborative relationships between charter schools authorized by IQS as a means of sharing best educational and operating practices and creative thinking about interests shared in common by some or all of these schools.

5.3 Performance Evaluation Prior to Agreement Renewal. A performance evaluation is a prerequisite under the Charter Law for renewing this Agreement. The IQS performance evaluation will be consistent with Minnesota Statute 124E.10 subd 1(13). Additional IQS review criteria and procedures will be established consistent with the Charter Law and IQS policies and procedures.

- a) Prior to renewing this Agreement, IQS will conduct a performance evaluation specifically addressing each of the performance indicators contained within this Agreement. The School must demonstrate satisfactory performance on these performance indicators in order for the Agreement to be renewed. Not later than September 1 of the year in which the Agreement renewal evaluation is to be conducted, IQS will provide the School with the specific details of the renewal process, which procedures will be generally consistent with Addendum 6. This evaluation process will include visits to the School by a cadre of IQS professionals. It may also include interviews with the Charter School Board, the director of the School, teachers, parents, students and others involved with the School as deemed necessary and appropriate. It will include a review of the School governance, the financial status of the School, a review of the student progress and a review of the operations of the School. The School ScoreCard will be the standard used to determine whether the Agreement will be renewed and if so, the term of the renewal.
- b) Subject to the other provisions of this Agreement with respect to termination and/or renewal of this Agreement, the following guidelines will be used by IQS in evaluating the renewal of this Agreement:
  - i. If a School receives an average score below 2.0 in performance category Section 3 of the ScoreCard over the term of the Agreement, the School will be placed on probation and recommended for a one-year renewal of the Agreement and a School Improvement Plan must be implemented. If the Plan does not cause the school to improve, it may be recommended for closure.

- ii. If a School receives an average score of 2.0 to 3.0 in performance category Section 3 of the ScoreCard over the term of the Agreement, the School will be placed on probation and a School Improvement Plan must be implemented. The length of the renewal of the Agreement will not exceed three (3) years.
- iii. If a School receives an average score below 2.0 in any of the other performance categories of the ScoreCard over the term of the Agreement, the School will be placed on probation. The length of the renewal of the Agreement will not exceed three (3) years.
- iv. Except as provided in clause (ii), if a School receives an average score of 2.0 to 3.0 in all performance categories on the ScoreCard over the term of the Agreement, the length of the renewal of the Agreement will be three (3) to five (5) years.
- v. Notwithstanding anything to the contrary in clauses (i)-(iv), if a School receives an average score above 3.0 in all five (5) of the performance categories of the ScoreCard during the last year of the Agreement, the length of the renewal of the Agreement will generally be five (5) years.

5.4 IQS Capacity. IQS assures the School that it has the capacity to carry out its duties as the authorizer of the School. In order to address the provisions of this Section 5, IQS will engage a cadre of competent professionals. IQS assures the School that it will carry out its duties in a professional and ethical manner, in compliance with Applicable Law.

5.5 Fees. The School shall pay IQS the fees for authorizing a charter school equal to the maximum fee established from time to time under the Charter Law, which fee shall initially be determined as follows:

The amount equal to the greater of:

- a) The basic formula allowance for that year; or
- b) The lesser of:
  - i. The maximum fee factor times the basic formula allowance for that year; or
  - ii. The fee factor times the basic formula allowance for that year times the charter school's adjusted pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.

The authorizing fee will be paid to IQS within 30 days of receipt of an invoice from IQS. The payment of fees will be due quarterly with an adjustment made after the final student count is determined by the Department.

5.6 Liaison. In addition to the assigned Cadre, IQS will designate a liaison for the School who will meet at least twice annually with School leadership to review the progress of the School. IQS will inform the School annually of the name of this person.

5.7 Communication of Areas of Concern. In the event that the review of the School performance raises concerns, the following practices will be followed:

- a) 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) IQS will provide the Charter School Board feedback at least annually regarding the performance of the School. The School will address the concerns of IQS in its School Improvement Plan provided for in Section 2.3.
- c) If IQS has areas of concern regarding the performance of the School, it will follow its protocol: “Range of Possible Interventions” as set forth in Addendum 7, attached hereto, as the same may be reused from time to time.

**Section 6. NON-RENEWAL OR TERMINATION FOR GOOD CAUSE.**

6.1 Grounds. IQS may determine not to renew this Agreement at the end of the term for good cause. In addition, IQS may unilaterally terminate the Agreement during the term of the Agreement for good cause. The grounds for non-renewal or termination for good cause include:

- a) Failure to meet the requirements for pupil performance contained in Section 2 of this Agreement;
- b) Failure to meet generally accepted standards of fiscal management;
- c) Substantial deviation from the School’s mission and program model without prior approval from IQS;
- d) Insufficient enrollment to provide the revenue necessary to meet the School’s budget;
- e) Failure of the Charter School Board to perform its governance responsibilities, including but not limited to the requirements set out in this Agreement;
- f) Failure to operate the School effectively, including but not limited to issues of personnel, filing of compliance reports and facilities issues;
- g) For violations of Applicable Law;
- h) For breach of this Agreement; or
- i) For other good cause shown.

6.2 Procedure for Non-renewal or Termination. The School may wish to contest the decision by IQS to terminate the Agreement. If it chooses to do so, the following steps must be taken by both parties:

- a) Notice to School. At least 60 business days before the final decision regarding renewal of this Agreement, or termination of this Agreement for cause, IQS will notify the School in writing of the proposed action. The notice will state in reasonable detail the grounds for the proposed action. The notice will state that the Charter School Board may request, in writing, an informal hearing before the IQS within 15 business days of receiving notice of non-renewal or termination of this Agreement.
- b) Request for a Hearing. Within 15 business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before IQS. 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 Charter School Board requests an informal hearing within the 15-day period, the Charter

School Board will provide documentation or other evidence in writing to IQS that addresses the issues raised in the notice for termination or non-renewal.

- c) Schedule for Hearing. Upon receipt of the documentation from the Charter School Board, IQS will give at least 10 business days prior written 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 Chapter 14. The hearing will be informal and will be open to the public. Should any part of the hearing include the discussion of private data, that part of the hearing must be closed. Both the Charter School Board and IQS may be represented by legal counsel and may have witnesses provide testimony or other evidence. The hearing will be video recorded at the expense of the School.
- e) IQS Decision. IQS will take final action to renew or not renew the Agreement no later than 20 business days before the expiration of the Agreement or the proposed date for terminating the Agreement. This final action will be in writing and will be provided to the Charter School Board. A copy will be filed with the Commissioner.

6.3 Dissolution. If this Agreement is terminated or not renewed based on the criteria in paragraph 6.2 above, or if the School ceases to operate for any reason, the School will be dissolved according to the applicable provisions of Minnesota Statutes Chapter 317A. The “Charter School Closure Plan” will be followed that is consistent with Addendum 8, attached hereto.

6.4 Distribution of Property upon Dissolution. 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.

6.5 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 purchased with Federal CSP funds will be distributed to other charter schools consistent with Federal law, and property purchased with State funds will be liquidated and any remaining proceeds will be returned to the State.

6.6 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 7: NON-RENEWAL FOR REASONS OTHER THAN GOOD CAUSE.**

7.1 Non-renewal; Notice. The parties may mutually agree not to renew the Agreement, or IQS may elect to withdraw as an authorizer, at the expiration of the Term. In the case a mutual agreement not to renew the Agreement, the parties shall follow the procedures and timelines set forth in Minnesota Statutes §124E.10. If nonrenewal is due to a decision by the governing board of IQS to withdraw as an approved authorizer, IQS will provide notice to the School and the Commissioner by March 1 of its

intent to withdraw as an authorizer on June 30 in the next calendar year as provided in Minnesota Statutes §124E.05 subd 7.

7.2 Mutual Termination. The parties may mutually agree to terminate the Agreement at any time, in which case the School will be required to either close or secure a replacement authorizer.

7.3 Effect of Non-Renewal or Termination. If the Agreement is not renewed or is terminated under the provisions of either 7.1 or 7.2, and if another authorizer has not agreed to serve as the new authorizer, the School must be dissolved according to the provisions of Section 6 of this Agreement and pursuant to Applicable Law.

7.4 Information to New Authorizer. If the School requests a transfer to a new authorizer, IQS will provide the new authorizer information about the fiscal, operating and student performance of the School as required by Minnesota Statutes §124E.10

## **Section 8. GENERAL TERMS.**

8.1 Term and Applicable Law. The term of this Agreement is from October 15, 2019 through June 30, 2024. The conditions of this Agreement require the School and IQS to comply with all requirements of Applicable Law, as the same may be amended from time to time. Both parties acknowledge their responsibility to abide by all applicable provisions of Applicable Law regardless of whether or not they are delineated in this Agreement.

8.2 Amendments. This Agreement may be amended only by a written agreement executed by both parties. If the authority of the School or IQS is altered by Applicable Law, the Applicable Law is controlling and this Agreement is automatically amended to reflect the change in law as of the effective date of such change.

8.3 IQS Authority/Autonomy. Except as otherwise provided by this Agreement or Applicable Law, IQS has no authority, control, power, or administrative or financial responsibility over the School. In carrying out its oversight responsibilities, when IQS has identified areas of concern relative to School performance, it may make recommendations to the School to encourage improvement. Such recommendations are not considered directives that impinge upon the autonomy of the School.

8.4 Arbitration. Any claims which might arise between the School and IQS under this Agreement will be submitted to binding arbitration through the American Arbitration Association and not pursued through a court of law.

8.5 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.

8.6 Severability. If any provision in this Agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Agreement will be or become in violation of any local, state or

federal law, such provision will be considered null and void, and all other provisions will remain in full force and effect.

8.7 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.

8.8 Legal Liability. IQS does not assume any obligation with respect to any director, employee, agent, parent, guardian, student or independent contractor of the School. The parties acknowledge and agree that the Commissioner, IQS, members of the Board of IQS, and employees or contract staff of IQS, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to the Charter Law at Section §124E.09 and nothing in this Agreement is intended to affect such immunity.

8.9 Indemnification of IQS. Notwithstanding anything to the contrary in this Agreement, the School agrees to indemnify and hold IQS and the Department and their employees, agents and representatives harmless from all claims, demands, or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of IQS upon information supplied by the School, or which arise out of the failure of the School to perform its obligations under this Agreement. In the event that a complaint is filed against the School that requires IQS, in the process of investigation, to acquire the services of an outside professional advisor(s), the School agrees to reimburse IQS for all costs associated with the investigation.

8.10 Non-agency. It is understood by the parties that the School is not an agent of IQS.

8.11 Complete Agreement. This Agreement represents the complete agreement between the parties, and supersedes and replaces all prior written and oral agreements, with respect to the authorization of the School as a charter school.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement binding on each of the parties

***[The remainder of this page is intentionally blank.]***

DATED: This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**INNOVATIVE QUALITY SCHOOLS**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

IQS Board Chair  
\_\_\_\_\_  
(Title)

**[School]**  
\_\_\_\_\_

By:

\_\_\_\_\_  
(Signature)

Click or tap here to enter text.  
\_\_\_\_\_  
(Print Name)

Click or tap here to enter text.  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

Click or tap here to enter text.  
\_\_\_\_\_  
(Print Name)

Click or tap here to enter text.  
\_\_\_\_\_  
(Title)

**CHARTER SCHOOL AGREEMENT: LIST OF ADDENDA**

- Addendum 1:** School ScoreCard
- Addendum 2:** School Articles of Incorporation
- Addendum 3:** School Bylaws
- Addendum 4:** Assurances Regarding Non-sectarian Operations
- Addendum 5:** Board Member Assurances
- Addendum 6:** Agreement Renewal Evaluation Form
- Addendum 7:** Range of Possible Interventions
- Addendum 8:** Charter School Closure Plan



## School Name Information

School Information

School Name	Saint Paul School of Northern Lights
School Address/City/Zip	
School Principal/Leader Name	
School Leader Title	
School Leader Telephone	
School Leader Email	
School Board Chair	
School Board Chair Email	

Report Completed By:

Date of this Report:	
----------------------	--

Scoring Criteria Definitions

<b>Intervention 0.0-1.9</b>	Evidence some requirements and key indicators are not being met. The school may have received multiple notices from IQS and/or governing agencies within the past 12 months regarding an issue, complaint, and/or deficiency that needs to be addressed. Corrective action planning is required as a part of the school's School Improvement Plan. <b><i>(Note: For schools in their first year of operation, it is considered to be an 'introductory' benchmark.)</i></b>
<b>Progressing 2.0-2.9</b>	The school is making progress toward the attainment of its target benchmark. Action plans that focus on continuing improvement will be a required component of its School Improvement Plan.
<b>Target 3.0-3.9</b>	There is evidence that the school is meeting requirements established in the charter agreement and ScoreCard.
<b>Exceeding 4.0</b>	There is evidence that the school exceeds the target benchmarks and is performing at a level of excellence

Mission and Goals of the School and Program Model Performance Indicators:

Addendum i

Area 1	Mission and Goals of the School and Program Model Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
1.a	<b>Program Model</b>	Program model is not consistent with that described in charter application including amendments and school has received notice from governing agency noting inconsistency.	Program model is not consistent with that described in charter application including amendments.	Program model is consistent with that described in charter application including amendments.	Program model is consistent with that described in charter application including amendments and school has received accommodation from governing agency noting this accomplishment.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
1.b	<b>School Mission</b>	School program is aligned with Charter Law to improve all pupil learning and all student achievement.	School program is aligned with the primary purpose of Charter Schools and at least two other purposes cited in law.	School program is aligned with the primary purpose of Charter Schools and at least four other purposes cited in law.	All six of the purposes of charter schools, including the primary purpose, are supported by the program model	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
1.c	<b>Curriculum</b>	The school curriculum aligns with its mission and primary program purpose in reading.	The school curriculum aligns with its mission and primary program purpose in reading and math.	The school curriculum aligns with its mission and primary program purpose in all curricular areas.	School curriculum in reading and math follow nationally recognized best practices.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
1.d	<b>Standards</b>	Only state standards are embedded in the curriculum of the school.	State standards and school standards are embedded into the curriculum of the school.	All state standards, school board standards, and authorizer requirements are embedded into the curriculum of the school.	School includes national or international standards beyond, required state, school, and authorizer standards.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
1.e	<b>Staff Development</b>	Some staff development activities or initiatives evident but no evidence alignment with school improvement or strategic planning	Staff development activities and/or initiatives have been implemented but not systemic or purposefully aligned with a strategic plan	Staff development is on-going, aligned with strategic plan, and ensures program fidelity	Staff development is fact-based, on-going, and aligned with a strategic plan. Staff development is reviewed by school board and school leadership on a quarterly basis to ensure program fidelity and reported to all stakeholders	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
					<b>Average Score</b>	

Governance of the School Performance Indicators:

Addendum 1

Area 2	Governance of the School Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
2.a	<b>Board Organization</b>	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	The board organization complies with the requirements in the charter school law.	Board organization exceeds legal expectations serving as a model for all Public Schools	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
2.b	<b>Background Checks</b>	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	Criminal background checks have been conducted on each board member in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on each board member and reviewed by the School Director annually.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
2.c	<b>Conflict of Interest</b>	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	No board members have any conflict of interest as defined in law and statements are filed annually.	Conflict of interests for school leadership exceeds minimum requirements and are reviewed at each Board meeting.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
2.d	<b>Minnesota Open Meeting Law</b>	The authorizer and/or MDE have received multiple complaints from stakeholders related to a violation of the Minnesota Open Meeting law and has failed to address them.	The authorizer has received at least one complaint from school stakeholders but has successfully addressed the matter.	The Board complies with all provisions of the Minnesota Open Meeting Law	Board has procedures in place that exceed MN Open Meeting Law requirements.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
2.e	<b>Board By-Laws</b>	Board by-laws are not in place	The Board has been cited for by-law violation at least once in the past year.	The Board By-Laws are consistent with charter school law and outline the process/procedures for changing the board's governance structure.	The by-laws are considered to be a model for charter schools organization.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

<b>2.f</b>	<b>Policy Manual</b>	The Board is operating without a duly approved policy manual.	The board has failed to adopt policy changes required by Minnesota statute and/or the MDE in a timely manner.	The Board has reviewed and adopted all policies related to school operations as required by Minnesota Statute.	The Board has in place a system for the review of policies to ensure compliance with all Minnesota statutes.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
<b>2.g</b>	<b>Strategic Plan</b>	There is no strategic plan in place.	A strategic plan is in place but has no measurable performance goals.	The board has in place a strategic plan that includes its vision, and goals developed to reach its mission.	The strategic plan includes a set of action plans and qualitative measurements to support the attainment of its goals.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
<b>2.h</b>	<b>Board Meeting Conduct</b>	Board meetings meet minimum requirements established in MN Statute.	Board meetings meet the requirements of MN Open Meeting and follow some aspects of Roberts Rules of Order	Board meetings are conducted in an orderly process following an agenda, appropriate posting in compliance with MN statute.	Board meetings follow Roberts Rules of Order with all board members and school leadership embracing this process.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
<b>2.i</b>	<b>Board Training</b>	Board training occurs as required.	Board conducts annual training but has not established a development plan	Board has a development plan including annual training for members.	Board development plan and training practices are replicated by other organizations	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
<b>2.j</b>	<b>Board Expertise</b>	The Board has failed to maintain the required minimum membership as required by law	The Board has experienced a 50% turnover during the previous two years	The Board is comprised of members consistent with its by-laws and Minnesota Char School Law	The Board is comprised of members consistent with its by-laws and Minnesota Charter School Law. It has maintained institutional knowledge through the retention of Board members	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

**Average Score**

Addendum 1

Area 3	Evaluation of School /Student Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
3.(a)	<b>New Student Enrollment</b>	School does not have in place processes for determining a student's academic levels of performance when they enter school.	School is developing a process for determining a student's academic levels of performance when they enter school.	Student academic achievement levels in math and reading is given to each student within 2 weeks of entering school.	The school uses its evaluation process to develop an individual learning plan designed to assist teacher, parents, and student with academic growth and success.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(b)	<b>MCA Proficiency (K-8)</b>	The school failed to show progress in student achievement and test participation.	The school was unable to meet their performance goals but showed progress from the previous year.	The school has met target performance goals (as stated in their SIP) including academic achievement and test participation.	The school exceeded their performance goals in achievement and test participation.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(c)	<b>MCA Proficiency Comparison Groups (Internal)</b>	The gaps in student achievement, when comparing sub-groups, has increased.	The school has failed to reduce the overall student performance gaps when comparing its sub-groups.	The school has reduced overall student performance gaps when comparing its sub-groups.	The school has reduced overall student performance gaps when comparing its sub-groups and student groups exceeded performance goals.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(d)	<b>MCA Growth (If applicable) or comparable and appropriate nationally normed assessment</b>	Students have shown no growth in achievement as measured by the assessment.	Students are making annual growth of less than 1 year as measured by the assessment.	Students are making annual growth of 1 year as measured by the assessment.	Students are making annual growth that exceeds 1 year as measured by the assessment.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(e)	<b>Graduation Rate (Cohort Defined)</b>	The school graduation rate greater than 5% of the standard as established by the state and ESSA.	The school graduation rate is within 5% of the standard as established by the state and ESSA.	The school meets the graduation rate as established by the state and ESSA.	The school exceeds the graduation rates as established by the state and ESSA.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(f)	<b>MAP Assessment (K-9 Optional)-School may choose alternative assessment</b>	Less than 50% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	Less than 75% of but greater than 50% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	75% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	Greater than 75% of continuously enrolled students will perform at or above the national median on the MAP (or alternative)	
Year 1						
Year 2						
Year 3						

Year 4						
Year 5						
3.(g)	<b>Student Attendance</b>	Average daily membership is less than 70%.	Average daily membership exceeds 70% but is less than 85%.	Average daily membership exceeds 85% but is less than 90%.	Average daily membership exceeds 90%.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(h)	<b>Student Satisfaction</b>	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is less than 50%	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 50% but less than 85%	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 85% but less than 90%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 90%	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(i)	<b>Parent Satisfaction</b>	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is less than 50%	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 50% but less than 85%	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 85% but less than 90%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 90%	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(j)	<b>Teacher Satisfaction</b>	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is less than 50%.	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than 50% but less than 85%.	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than 85% but less than 90%.	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than 90%.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(k)	<b>World's Best Workforce</b>	The school does not comply with the provisions of the World's Best Workforce.	The school has failed to meet WBWF requirements over the past year.	The school meets all the criteria required in the MDE's World's Best Workforce.	The school has demonstrated that it exceeds expectations outlined in the World's Best Workforce requirements of the MDE.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(l)	<b>Student Follow-Up</b>	The School does not have in place a system for conducting a follow-up study of students attending its program.	The School has failed to bi-annually conduct, a follow-up survey of all students who either left the school to attend high school elsewhere or have graduated from the school.	The School will conduct, at least bi-annually, a follow-up survey of all students who either left the school to attend high school elsewhere or have graduated from the school.	The School will conduct, at least bi-annually, a follow-up survey of all students who either left the school to attend high school elsewhere or have graduated from the school and use the data to determine program modifications/changes.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
3.(m)	<b>Locally established measures consistent with school affidavit</b>	The school has successfully met up to 10% of measures	The school has achieved more than 105 but less than 50% of measures.	The school has achieved at least 50% but less than 80% The school	The school has achieved more than 80%	

Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Average Score						

Area 4	Finance	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
4.(a)	<b>Budget Approval</b>	The Board fails to set a budget for the fiscal school year.	The preliminary school budget is approved by the Board after July 1st.	Preliminary approval of the school budget is approved prior to July 1 of each year.	The school budget is finalized and approved by the Board by December 15 and revised and approved by the Board by February 1 annually.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
4.(b)	<b>School Finance Management</b>	School finances are managed by either a member of the school staff so designated by the board or by a finance management company. The school has been cited by MDE for failure to submit financial data on a timely basis.	School finances are managed by either a member of the school staff so designated by the board or by a finance management company. Bills have not been paid within 30 days.	School finances are managed by either a member of the school staff so designated by the board or by a finance management company. All bills are paid within 30 days.	The school receives recognition for its fiscal management by the MDE.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
4.(c)	<b>School Fund Balance</b>	The school has no fund balance and is considered to be in Statutory Operating Debt (SOD)	The school's fund balance is less than 10% of operating expenditures.	The school has maintained a fund balance between 10 and 15%.	The school has maintained a fund balance in excess of 15%.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
4.(d)	<b>State Financial Reports</b>	Mandatory financial reports have not been filed on in a timely manner on more than one occasion.	Mandatory financial reports have not been filed on in a timely manner at least once during the contract period.	State finance reports are filed appropriately and on time.	School leadership has established and utilizes proactive processes to complete and submit mandated state and authorizer financial reports.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
4.(e)	<b>Payroll Management</b>	The school has receive more than one notice of failure to properly submit payroll taxes in a timely manner.	The school has receive a notice of failure to properly submit payroll taxes in a timely manner.	All state/Federal taxes, pensions, insurance, etc. are paid in a timely manner and as required.	The school has not received a complaint from an employee related to the timely remuneration of compensation and/or notice from the state for delinquency in the payment state/federal payroll taxes.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
4.(f)	<b>School Budget Review</b>	A regular schedule for monitoring school budget has not been established.	The school budget is monitored by board less than four (4) times annually.	The Board is provided budget information at its monthly meetings. The Board approves all payment of bills at its monthly meetings.	The Board has in place a treasurer and/or finance committee that reviews all expenditures prior to final Board approval. A process is in place to ensure redundancy in the review of expenditure process.	
Year 1						



Year 2						
Year 3						
Year 4						
Year 5						
4.(g)	<b>School Audit</b>	The audit report filed with MDE identifies one or more findings of a material weakness that were reported for a second year due to being unresolved.	The audit report filed with MDE identifies one or more findings of a material weakness. The School must submit a written report to the commissioner how the material weakness will be resolved.	The School audit information is filed as scheduled with the MDE, the audit is completed on time and the audit does not identify any material weaknesses and includes a copy of all School agreements for corporate management services.	The school has filed two consecutive audits with the MDE that does not contain any material weaknesses.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
4.(h)	<b>Budget Planning</b>	Fund Balance is less than 5% of revenues	The fund balance is greater than 5%, but there is no evidence of a long-range spending plan.	The budget includes funds for anticipated future needs such as technology, curriculum, salary, etc.	A long-range budget expenditure plan is in place and the fund balance exceeds 10%.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Year 5						
4.(i)	<b>Budget Priorities</b>	There is no long range plan for appropriating resources that reflect mission, vision priorities.	A plan is in place that outlines budget parameters in support of school priorities, but has not been approved by the Board.	The patterns of expenditures are consistent with the mission, program, and goals of the school.	A plan for aligning budgeting practices with mission/vision is in place and reviewed by the board annually.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Year 5						
4.(j)	<b>Accountability-School Audit</b>	Findings of previous year's audits have not been addressed and reappear in the current audit.	Only 50% of previous year's audits findings have been addressed and the remaining findings that were in need of attention may be included in the current audit.	All findings of previous year's audits have been appropriately addressed and do not reappear in the current audit.	For three (3) consecutive years the findings of previous year's audits have been appropriately addressed and do not reappear in the current audit.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Year 5						
4.(k)	<b>Locally established measures consistent with school affidavit</b>	The school has successfully met up to 10% of measures	The school has achieved more than 10% but less than 50% of measures.	The school has achieved at least 50% but less than 80% The school	The school has achieved more than 80%	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
<b>Average Score</b>						

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0-4.0
5.(a)	<b>Staff Qualifications</b>	There is no evidence that any school employee required qualifications, licensure, and/or criminal background checks are compliant as required.	There is evidence that school employees' required qualifications, licensure, and/or criminal background checks have not been completed or submitted as required.	All school employees' qualifications, licensure, and criminal background checks are in compliance with state, federal and authorizer requirements.	School has onboarding processes and procedures that ensure employee qualifications, licensure, and criminal background checks have been completed and submitted as required.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(b)	<b>Staff Assignments</b>	Staff assignments align with areas of licensure. More than 10% variances in licensure have been requested of the PELSB.	Staff assignments align with areas of licensure. Less than 10% variances in licensure have been requested of the PELSB.	Staff assignments align with areas of licensure.	Staff assignments align with areas of licensure. No variances have been requested from the PELSB	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(c)	<b>Enrollment planning</b>	Enrollment process and procedures do not meet the requirements of Minnesota Statute 124E.11.	Evidence exists that suggest that enrollment processes and procedures in place are inconsistent with Minnesota Statute 124E.11 and/or inconsistently followed.	Procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11.	Procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11, published on the school website. Over the past two (2) years, the school has been required to conduct a lottery to address growing enrollments.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(d)	<b>Transportation</b>	Transportation system has been established, but fails to meet one or more of the requirements established in Minnesota Statute 124E.15.	Transportation system has been established. Complaints are on file related to the effectiveness and/or efficiency of the system.	A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15	A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15. Transportation information is published on the school website. At least semi-annually, a survey of student and parent satisfaction is conducted as a means of determining the effectiveness of the transportation system.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(e)	<b>School Complaint and Resolution Procedures</b>	Complaint and resolution procedures have not been established and/or posted on school website.	Complaint and resolution procedures have been established but inconsistently followed by school leadership and staff.	Resolution procedures to address key stakeholder complaints are in place and posted on the district web site.	Resolution procedures to address key stakeholder complaints are in place and posted on the district web site. Evidence has been presented that all complaints have been resolved through the consistent application of the procedures.	
Year 1						
Year 2						
Year 3						
Year 4						

<b>Year 5</b>						
<b>5.(f)</b>	<b>School Board Policies Implementation</b>	Board policies are in place but do not meet all of the criteria required in Minnesota Statute 124E.07.	Board policies have been established in accordance to Minnesota Statute 124E.07. The school has failed to post them on its website and does not have a process in place for periodic review.	Board policies have been established in accordance with Minnesota Statute 124E.07. All policies have been posted on the school web site. The Board has established a process for the regular review of its policies.	Board policies have been established in accordance with Minnesota Statute 124E.07. All policies have been posted on the school web site. The Board has established a regular review of policies and annual training in accordance to Charter School law	
<b>Year 1</b>						
<b>Year 2</b>						
<b>Year 3</b>						
<b>Year 4</b>						
<b>Year 5</b>						
<b>5.(g)</b>	<b>School Insurance</b>	The school has insurance in place. Provisions in the policy do not meet either the requirements found in Minnesota Statutes chapter 466 or the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance but does not fully meet the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school. The insurance policy is annually reviewed by the Board. At least once every three (3) years, the school seeks quotes from qualified insurance providers to ensure comparable coverage is obtained at the best possible price.	
<b>Year 1</b>						
<b>Year 2</b>						
<b>Year 3</b>						
<b>Year 4</b>						
<b>Year 5</b>						
<b>5.(h)</b>	<b>State and Federal Laws</b>	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. However, over the past two years, more than one violation has been cited.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. However, over the past two years, one violation has been cited.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past year.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past two years.	
<b>Year 1</b>						
<b>Year 2</b>						
<b>Year 3</b>						
<b>Year 4</b>						
<b>Year 5</b>						
<b>5.(i)</b>	<b>Required Immunization</b>	Not all immunizations and or immunization records have been completed and on file for all students as required.	Processes and procedures are in place to ensure that the required immunizations for students are on file. However, the school inconsistently oversees the procedures.	Processes and procedures are in place to ensure that the required immunizations for students are on file.	Required immunizations are on file for all students. Policies and procedures for parents to 'opt out' are available on the school web site. All records are kept in accordance to HIPPA requirements.	
<b>Year 1</b>						
<b>Year 2</b>						
<b>Year 3</b>						
<b>Year 4</b>						
<b>Year 5</b>						
<b>5.(j)</b>	<b>Nonsectarian Assurance</b>	School has received two or more notices from a governing agency (state, federal, or authorizer) within the past 12 months regarding nonsectarian compliances.	School has received a notice from a governing agency (state, federal, or authorizer) within the past 12 months regarding nonsectarian compliance.	The school is nonsectarian in all aspects of its operations consistent with Minnesota Statute 124E.06.	The school is nonsectarian in all aspects consistent with the Minnesota Statute 124E.06 and has not received any notices from a governing agency within the past 12 months.	
<b>Year 1</b>						
<b>Year 2</b>						

Year 3						
Year 4						
Year 5						
5.(k)	<b>State Reporting Requirements</b>	The school has the capacity to manage all state reporting requirements. However, more than one (1) notice of non-compliance has been received within the last 12 months.	The school has the capacity to manage all state reporting requirements. However, a notice of non-compliance has been received within the last 12 months.	The school has the capacity to manage all state reporting requirements with submittals made on a timely basis.	The school has the capacity to manage all state reporting requirements. No notices of non-compliance have been received during the past 12 months.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(l)	<b>Health and Safety</b>	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. However, more than one violation has been cited during the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. However, a violation has been cited during the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. No notices from governing agencies have been received over the past 12 months. Any previous issues have been addressed.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(m)	<b>Lease Provisions</b>	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The cost of operation is greater than 10% above comparable lease agreements located within the immediate area.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The cost of operation is no more than 10% above comparable lease agreements located within the immediate area.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The agreement was competitively bid. Costs are comparable to similarly located schools.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(n)	<b>Management Systems</b>	The school lacks the technology that aligns with the MDE requirements.	The school has the technology that is compatible with the requirements of the MDE but does not have the software requirement.	The school has appropriate software to manage state reports.	The school has appropriate software to manage state reports and has received at least one commendation for the quality of the reports submitted.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5.(o)	<b>Organizational Systems</b>	There is no evidence of an organizational chart, job descriptions or performance evaluations.	There is evidence of an organizational chart, job descriptions and performance evaluations. However, have not been reviewed by the Board within the past three years.	The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed by the board within the last 3 years.	The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed annually by the board.	
Year 1						
Year 2						
Year 3						
Year 4						

Year 5						
5(p)	<b>Report Submittal</b>	State reporting is completed accurately and submitted to the MDE. However, the school has been cited more than once over the last 3 years for untimely submittal.	State reporting is completed accurately and timely based upon MDE information. However, the school has been cited once over the past 3 years for a late submittal.	State reporting is completed accurately and timely based upon MDE information.	State reporting is completed accurately and timely based upon MDE information with no notice of 'failure to meet' a required deadline.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
5(q)	<b>Local Established Goals and Objectives</b>	Less than 10% of Goals have been met.	More than 10% but less than 50% of the goals have been met	More than 50% but less than 80% of the goals have been met.	Over 80% of the goals have been met.	
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
					Average Score	

## ARTICLES OF INCORPORATION OF

### St. Paul School of Northern Lights

The undersigned incorporator, of full age and for the purpose of forming a nonprofit corporation under and pursuant to the provisions of Minnesota Statutes Chapter 317A and laws amendatory thereof and supplementary thereto, hereby adopts the following Articles of Incorporation for this corporation:

#### ARTICLE I NAME

The name of this corporation shall be the St. Paul School of Northern Lights.

#### ARTICLE II REGISTERED OFFICE

The registered office of this corporation shall be 2033 Portland Avenue, St. Paul, MN 55104.

#### ARTICLE III INCORPORATOR

The name and post office address of the incorporator is Anna D. Kudak, 2033 Portland Avenue, St. Paul, Minnesota 55104.

#### ARTICLE IV PURPOSE

This corporation is organized and shall be operated exclusively for educational and charitable purposes, as contemplated and permitted by Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code of 1986. Within the framework and limitations of the foregoing, the purpose of this corporation is to provide academic and environmental education to children.

#### ARTICLE V POWERS

The corporation shall have all the powers granted under the Minnesota Non-Profit Corporation Act; provided, however, that this corporation shall not carry on any activity not permitted to be carried on by a corporation that is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986, as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or by a corporation that is described in, and contributions to which are deductible for federal income tax purposes, under Section 170(c)(2) of the Internal Revenue Code of 1986. A

duly appointed Board of Directors shall have the sole authority to amend or repeal these Articles of Incorporation.

#### **ARTICLE VI** **RESTRICTED ACTIVITIES**

No part of the assets or income of this corporation shall be used for objects or purposes that are not exclusively charitable, educational or scientific under Section 501(c)(3) of the Internal Revenue Code and the laws of the State of Minnesota. This corporation shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(c)(3) of the Internal Revenue Code. This corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

No compensation or payment shall be made or paid to any member of the board directors of this corporation, except as reimbursement for actual expenditures made on behalf of this corporation or for reasonable compensation related to necessary services actually rendered. No part of the net earnings, nor assets of this corporation, shall inure to the private benefit of any individual or person.

#### **ARTICLE VII** **DISSOLUTION**

Upon dissolution of this corporation, the Board of Directors shall pay or make provision for the payment of all the liabilities of the corporation and otherwise comply with the requirements of the Minnesota Non-Profit Corporation Act. The Board shall distribute all the remaining assets of the corporation, in the proportion the Board shall determine, to one or more non-profit organizations that either were created to succeed this corporation or have similar aims and objectives as this corporation. Any recipient organization must be in existence at the time of the distribution and must qualify as a governmental unit under Section 170(c) of the Internal Revenue Code of 1986 or qualify as an organization exempt from federal income taxation under Section 501(a) of such Code as an organization described in Section 501(c)(3) of such Code.

#### **ARTICLE VIII** **MEMBERS**

This corporation shall have no capital stock and shall have no members.

**ARTICLE IX**  
**OBLIGATIONS OF THE CORPORATION**

No officers or directors of this corporation shall be personally liable for the payment of any debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of an officer or director be subject to the payment of the debts or obligations of this corporation to any extent unless as stipulated by Minnesota law.

**ARTICLE X**  
**BYLAWS**

The Board of Directors of this corporation shall have the sole authority to adopt, amend or repeal the Bylaws of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of December, 2017.

Annajudon  
Incorporator

(JJH 12-22-17)



## Office of the Minnesota Secretary of State Certificate of Incorporation

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: St. Paul School of Northern Lights

File Number: 988553100030

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 12/22/2017



Steve Simon  
Secretary of State  
State of Minnesota

**St. Paul School of Northern Lights**

**BYLAWS as AMENDED (4-15-19)**

**SECTION ONE: NAME, LOCATION, AND PURPOSE**

**1.01 Name.** The name of the corporation shall be St. Paul School of Northern Lights, hereinafter referred to as "Corporation" or "School."

**1.02 Registered Office.** The registered office of the Corporation shall be as set forth in the Articles of Incorporation or in the most recent statement filed with Secretary of State of Minnesota changing the address of registered office.

**1.03 Purpose.** The Corporation is organized and shall be operated exclusively for educational and charitable purposes, as contemplated and permitted by Sections 170(c) (2) and 501 (c) (3) of the Internal Revenue Code of 1986. Within the framework and limitations of the foregoing, the purpose for which the Corporation is formed is principally as follows:

- (a) To operate a school that provides academic and environmental education to children through an authorized Minnesota Charter School format.
- (b) To provide such other services and programs as may, from time to time, be appropriate to accomplish the charitable purpose of the corporation.

**1.04 Restricted Activities.** In carrying out the purposes stated in Section 1.03, the Corporation is restricted as follows:

- (a) No part of the assets or income of the Corporation shall be used for objects or purposes, which are not exclusively educational or charitable under Section 501(c) (3) of the Internal Revenue Code and the laws of the State of Minnesota. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501 (c) (3) of the Internal Revenue Code. The Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; and,
- (b) No compensation or payment shall be made or paid to any officer or director of the Corporation, except as reimbursement for actual expenditures made on behalf of the Corporation or for reasonable compensation for necessary services actually rendered for the benefit of the Corporation. No part of the net earnings, nor assets of the Corporation, shall inure to the benefit of any private individual.

## SECTION TWO: BOARD OF DIRECTORS

**2.01 Number, Terms, and Appointment.** The business and affairs of the Corporation shall be managed by a Board of at least five (5) non-related directors but no more than eleven (11) such directors. Directors shall be appointed by the Board of Directors to regular terms of three years. However, initial terms may be staggered at one, two, or three-year terms. A director shall hold office for the term for which he or she has been appointed and until his or her successor has been appointed, except in cases of resignation and removal. Nominations to the Board of Directors of the Corporation, including vacancies and newly created directorships, shall originate with the Board of Directors of this Corporation.

Directors shall be limited to a maximum of three consecutive regular terms of three years; however, initial terms of less than three years shall not be counted toward this term limitation. In addition, from time to time, a person or persons may be designated and appointed for a specific role or area of expertise as ex-officio director(s) who may attend meetings, participate in discussion, but will not have voting rights.

**2.02 Representation and Qualifications.** Each director shall demonstrate his or her willingness to accept responsibility for governance and his or her availability to participate actively in governance activities. Directors shall be selected to bring a variety of interests, expertise, and experiences for the benefit of the Corporation. ~~However, the board of directors shall include at least one (1) licensed teacher that provides instruction at the school, at least one (1) parent or legal guardian of a student enrolled in the school, at least one (1) person experienced in equity and inclusion, and at least one (1) interested community member that resides in Minnesota or as otherwise established by Minnesota Law.~~

In accordance with Minnesota Statutes, section 124E.07, the ongoing board membership will be elected before the school completes its third year of operation. Membership will consist of (1) at least one licensed teacher who is employed as a teacher at the school or provides instruction under a contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. In addition, board membership will include at least one person experienced in equity and inclusion.

**2.03 Resignation.** A director may resign at any time by giving written notice to the Board. The resignation is effective without acceptance when the notice is given unless a later effective time is specified in the notice. If a resignation is made effective at a later date, the vacancy may be filled before the effective date provided that the successor does not take office until the effective date.

**2.04 Removal.** A director may be removed without cause by the Board of Directors. An officer shall communicate such removal through written notice to the removed director and a copy

of such notice shall be retained in the records of the Corporation- Any vacancy or vacancies created by such removal actions may be filled as provided in Section 2.01 of these Bylaws.

- 2.05 Amendments.** All amendments to the Articles of Incorporation or the Bylaws shall be made by the Board of Directors upon majority vote. However, any change to the governance structure of the Corporation shall also require a majority vote of the licensed teachers providing instruction at the School and the written approval of the School 's authorizer.
- 2.06 Place of Meeting.** Meetings of Board Directors, regular, annual or special, shall be held at the registered office of the Corporation, unless otherwise designated by the Board of Directors.
- 2.07 Meetings.** All meetings of the Board of Directors or any committee to which decision-making authority has been delegated must be held in compliance with the Minnesota Open Meeting Law, Chapter 13D. A majority of the appointed directors must be present to establish a quorum for a meeting in which any actions or resolutions may be voted. An annual meeting of the Board of Directors shall be held each year as scheduled by Board of Directors at a date, time and place appropriate to the business of the Corporation and to complete and commence terms for directors and officers serving on Board of Directors. At annual meeting the Board of Directors shall establish a meeting schedule that includes at least one regular meeting per calendar quarter and the next annual meeting. Minutes of each meeting will be taken and maintained in a corporate record-book for the Corporation once reviewed and accepted by the Board of Directors.
- 2.08 Special Meetings.** Meetings of the Board of Directors, other than the regular meetings, are referred to as "Special" meetings and may be held upon notice provided to each director at least three days preceding the day for such meeting with information related to the date, time, place and purpose of the meeting. Special meetings may be called by any officer or any three directors.
- 2.09 Waiver of Notice.** Notice Of any meeting may be waived in writing by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice. Attendance of a director at such meeting shall constitute a waiver of notice thereof, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not properly convened. The business to be transacted at, and the purpose of any meeting of the Board of Directors, shall be specified in the notice unless all directors waive such.
- 2.10 Actions at or Without a Meeting.** Actions may be taken at any meeting in which the directors have been duly convened, a quorum established, and wherein a majority vote of

those present affirm a stated resolution that has been moved, seconded, discussed and voted. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting by a written action signed by at least three-fourths (3/4) of the directors and including directors that timely affirm such action through an electronic communication as long as such actions comply with the Minnesota Open Meeting Law. The written action is effective when it has been signed or affirmed by the requisite number of directors, unless a specific date of effect is stated in the written action.

**2.11 Meeting Participation and Action by Electronic Communication.** A director may participate in a meeting of the Board of Directors in a manner that enables that director, and all other directors participating, whether physically present or connected by electronic means, to simultaneously hear and see ~~or review~~ all comments and communications made at the meeting. A conference among directors by a means of communication through which the participants may simultaneously hear and see ~~or review~~ comments of each other will constitute a meeting of the directors if the same notice is given of the conference as would be required for a meeting and if the number of directors participating in the conference constitutes a quorum. Participation in a meeting by this means establishes personal presence at any meeting of the Board. Minutes of such meetings and actions must be taken and maintained for the corporate record-book with notations related to electronic participation and processed for approval by the Board.

**2.12 Standard of Conduct.** A director shall discharge the duties of the position of director in good faith, in a manner the director reasonably believes to be in the best interests of the Corporation, and with the care an ordinarily, prudent person in a like position would exercise under similar circumstances. Such conduct shall also conform to any Code of Conduct, Conflict of Interest, or other policies related to ethical behavior that may be adopted from time to time by the Board of Directors. A person performing their duties in compliance with such policies and all applicable laws, rules, and regulations shall not be liable by reason of being or having been a director of the Corporation.

A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (i) one or more officers, employees or contracted agents of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented, (ii) counsel, public accountants, or other persons as to matters that the director reasonably believes are within the person's professional or expert competence, or (iii) a committee of the Board upon which the director does not serve, duly established, as to matters within its designated authority, if the director reasonably believes the committee to merit confidence and credibility.

**2.13 Presumption of Assent.** A director who is present at a meeting of the Board, when an action is approved by the Board, is presumed to have assented to the action approved, unless the director:

- (a) Objects at the beginning of the meeting to the transaction of the business because the meeting was not properly called or convened and does not participate in the meeting, in which case the director is not considered to be present at the meeting;
- (b) Votes against the action at the meeting; or
- (c) Is unable to vote because director has a material financial interest in the matter which is not disclosed and approved of in accord with Minnesota Statutes 317A.255 or would violate the conflict of interest policy adopted by the Board.

**2.14 Directors' Liability for Damage.** To the extent provided by Minnesota Statutes 317A.257, any person who serves as a director, officer, member, or agent of the Corporation, without compensation, is not liable for an act or omission if the act or

omission was in good faith, was within scope the person's responsibilities, and did not constitute willful or reckless conduct.

### **SECTION THREE: OFFICERS**

**3.01 Officers.** The officers shall consist of a Chair, Vice-Chair, Treasurer, Secretary and such other officers and agents as the Board deems necessary for the operation and management of the Corporation who shall have the duties, powers, rights and responsibilities as provided in the Bylaws or determined by a resolution of the Board of Directors. Officers shall be nominated and elected at a duly called meeting of the Board by a majority vote of all directors and to regular terms of one year, or until a successor is duly elected. Officers serve at the discretion of the Board and may be removed from office by a majority vote of all directors at a duly called meeting of the Board.

**3.02 Chair.** The Chair of the Corporation shall:

- (a) Convene and Chair meetings of the Board of Directors;
- (b) Provide leadership related to the active management of the business of the Corporation;
- (c) Ensure that all orders and resolutions of the Board are processed into effect;
- (d) Sign and deliver, in the name of the Corporation, contracts or other instruments pertaining to the business of the Corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly

delegated in the Articles or Bylaws or by the Board to an employee or another officer or agent of the Corporation;

- (e) Perform other duties prescribed by the Board.

**3.03 Vice-chair.** The Vice-Chair shall:

- (a) Perform the duties of the Chair if the Chair is absent or unable to perform the duties assigned to the Chair, and,
- (b) Perform other duties prescribed by the Board or requested by the Chair.

**3.04 Treasurer.** The Treasurer shall perform or oversee the performance of the following duties if properly delegated by the Board of Directors to an employee or a duly contracted agent of the Corporation:

- (a) Keep accurate financial records for the Corporation;
- (b) Deposit money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;
- (c) Endorse, for deposit, notes, checks, and drafts received by the Corporation as ordered by the Board, making proper vouchers for the deposit;
- (d) Disburse corporate funds and issue funds and drafts in the name of the Corporation, as ordered by the Board;
- (e) Upon request, provide the Chair and the Board an account of transactions and of the financial condition of the Corporation, and
- (f) Perform other duties prescribed by the Board.

**3.05 Secretary.** The Secretary shall:

- (a) Keep accurate records and minutes for the Corporation.
- (b) Certify, when necessary, proceedings of the Board of Directors and the members, and
- (c) Perform other duties prescribed by the Board.

## SECTION FOUR: COMMITTEES

**4.01 Authority.** The Board of Directors may act by and through committees as specified in resolutions adopted by a majority of the Board of Directors. Each committee shall have such duties and responsibilities as are granted or charged from time to time by the Board- Each committee shall at all times be subject to control and direction of the Board of Directors and all policies and procedures established by the Board. In the discretion of the Board, committee members may include non-Directors in an amount specified by the Board resolution.

**4.02 Standing Committees.** The Board of Directors may designate one or more standing committees. The Chair shall appoint, and the board affirm all members of the standing committees and shall designate a Director as chair for each. A majority of members of the standing committees shall be members of the Board of Directors. Any committee so established shall exercise such power as provided in the resolution which established the committee. Dissolution of any such standing committee shall be accomplished by resolution of the Board Of Directors upon majority vote of all Directors.

## SECTION FIVE: FISCAL MANAGEMENT

**5.01 Fiscal Year.** The fiscal year of the Corporation shall begin on July 1 of each year.

**5.02 Records and Accounts.** Financial records and accounts of the Corporation shall be maintained under the direction of the Treasurer.

**5.03 Execution of Documents.** Board of Directors may authorize any Officer or Officer's agent or agents to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. These authorizations are in addition to those authorized by these by-laws.

**5.04 Loans.** No loans shall be contracted on behalf of the Corporation nor evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority shall be general or confined to specific instances.

**5.05 Deposits.** All funds of the Corporation shall be deposited from time to time in such bank or banks or other depositories as the Board of Directors may elect.

**5.06 Conflict of Interest.** The Board shall not enter into any contract or transaction with (a) one or more of its directors, (b) a director of a related organization or (c) an organization in or of which a director of the Corporation is a director, officer or legal representative, or in some other way has a material financial interest unless:

- 1) That interest is disclosed or known to the Board of Directors,



- 2) The Board approves, authorizes or ratifies the action in good faith, and
- 3) The approval is by a majority of directors (not counting the interested director) at a meeting where a quorum is present (not counting the interested director).

The interested director may be present for discussion to answer questions but may not advocate for the action to be taken. The minutes of all actions taken on such matters shall clearly reflect that these requirements have been met.

Notwithstanding the above, all actions must be in accord with the conflict of interest rules cited in Minnesota Law applicable to Non-Profit Corporations and Charter Schools.

**5.07 Checks, Drafts, Payments.** All checks, drafts and other orders for payment of funds will be signed by such Officers or such persons or agents as the Board of Directors shall designate in its approved financial policies.

**5.08 Indemnity.** The Corporation shall indemnify and hold harmless any Director, Officer, or employee from any suit, damage, claim, judgment or liability arising out of, or asserted to arise out of conduct of such person in his or her capacity as a Director, Officer, or employee except in cases involving willful misconduct. Indemnification provided under this section shall comply with and follow the requirements as provided by statute. The Corporation shall have the power to purchase or procure insurance for such purposes as stipulated in Minnesota Law.

**5.09 Examination by Directors.** Every director of the Corporation shall have a right to examine, in person or by agent or attorney, at any reasonable time or times, and at the place or places where usually kept, all books and records of Corporation and make copies therefrom.

## **SECTION SIX: SCHOOL LEADERSHIP**

**6.01 Designation.** The Board of Directors shall select and employ or contract with employees or contractors to perform operations and fulfill obligations of the School ("School Leadership").

**6.02 Duties.** The School Leadership shall be responsible for providing professional advice and assistance to the Board of Directors and shall administer the work delegated to the staff; shall hire and release staff members; and shall have such other powers to perform other duties as may be assigned by the Board of Directors. One or more members of the School Leadership may serve as a non-voting member of the Board if authorized and elected by the Board.

**6.03 Other Staff.** The School Leadership may hire and discharge other employed staff as may be necessary to support the organization. The employed staff shall report directly to and be accountable to the School Leadership or their designees.

**6.04 Checks, Drafts, Payments.** One or more members of School Leadership may be authorized to provide any signature necessary on checks, drafts, or other orders of payment for the Corporation if so authorized by resolution of the Board.

**CERTIFICATION**

The undersigned hereby certifies that I am the Secretary of St. Paul School of Northern Lights, a Minnesota non-profit corporation (herein referred to as the "Corporation"), that the above represents a true and correct copy of the Bylaws of the Corporation, duly adopted by its

Board of Directors on April 19, 2018.

Rebecca Kataldu

Signature of Secretary

4/24/18

Date of Signature

The undersigned hereby certifies that I am the Secretary of St. Paul School of Northern Lights, a Minnesota non-profit corporation (herein referred to as the "Corporation"), that the above represents a true and correct copy of the Bylaws of the Corporation as amended by the Board of Directors on \_\_\_\_\_, \_\_\_\_\_ as described in an Attachment hereto.

Rebecca Kataldu

Signature of Secretary

4/15/19

Date of Signature

**Listing of St. Paul School of Northern Lights Amendments to Bylaws**

On April 15, 2019 the Board of Directors amended the Bylaws as follows:

**2.02 Representation and Qualifications.** Each director shall demonstrate his or her willingness to accept responsibility for governance and his or her availability to participate actively in governance activities. Directors shall be selected to bring a variety of interests, expertise, and experiences for the benefit of the Corporation. ~~However, the board of directors shall include at least one (1) licensed teacher that provides instruction at the school, at least one (1) parent or legal guardian of a student enrolled in the school, at least one (1) person experienced in equity and inclusion, and at least one (1) interested community member that resides in Minnesota or as otherwise established by Minnesota Law.~~

In accordance with Minnesota Statutes, section 124E.07, the ongoing board membership will be elected before the school completes its third year of operation. Membership will consist of (1) at least one licensed teacher who is employed as a teacher at the school or provides instruction under a contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. In addition, board membership will include at least one person experienced in equity and inclusion.

**2.11 Meeting Participation and Action by Electronic Communication.** A director may participate in a meeting of the Board of Directors in a manner that enables that director, and all other directors participating, whether physically present or connected by electronic means, to simultaneously hear ~~and see~~ ~~or review~~ all comments and communications made at the meeting. A conference among directors by a means of communication through which the participants may simultaneously hear ~~and see~~ ~~or review~~ comments of each other will constitute a meeting of the directors if the same notice is given of the conference as would be required for a meeting and if the number of directors participating in the conference constitutes a quorum. Participation in a meeting by this means establishes personal presence at any meeting of the Board. Minutes of such meetings and actions must be taken and maintained for the corporate record-book with notations related to electronic participation and processed for approval by the Board.

The undersigned hereby certifies that I am Secretary of St. Paul School of Northern Lights, a Minnesota non-profit corporation (herein referred to as the "Corporation"), that the above represents a true and correct description of amendments to the Bylaws as adopted by the Board of Directors on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Date of Signature



## Assurances for Charter Schools and Authorizers

### Relating to Leases with Sectarian Organizations and Other Matters Regarding the Accommodation of Religion in Public Schools


#### Authorizer Assurances Template

- 1) I assure that Innovative Quality Schools (authorizer) will oversee St Paul School of Northern Lights's (charter school) compliance with Minn. Stat. § 124E.13, Subd. 1 and Minn. Stat. § 124E.03, Subd. 2(a), requiring that, if the school leases from a sectarian organization:
  - The students will be screened from any religious activities occurring on the property.
  - The school will fully disclose the involvement of any school directors, administrators, or teachers in the sectarian organization.
  - The school will fully disclose any telephone or fax numbers, email addresses, employer identification numbers, and employees shared with the sectarian organization.
  - The school will fully identify and describe any activities by the sectarian organization in support of the school, including but not limited to fundraising, student recruitment, promotion, any claimed affiliation with your school and sponsorship of school programs or events.
  
- 2) I assure that Innovative Quality Schools (authorizer) will oversee St Paul School of Northern Lights's (charter school) compliance with Minn. Stat § 124E.06, Subd. 3(b):
  - Requiring the maintenance of nonsectarian school facilities such that there are no religious texts, symbols, quotations, or objects displayed in school facilities on school days.
  - Requiring equal treatment of and access to all religions.
  - Requiring a policy allowing equal access to all groups for religious or other activities during non-instructional time and that such access otherwise complies with Minn. Stat. § 124E.06, Subd. 3(b).
  - Removing itself from religious activities including recruiting employees, parents, or other volunteers for such activities.
  
- 3) I assure that Innovative Quality Schools (authorizer) will oversee St Paul School of Northern Lights's (charter school) compliance with Minn. Stat. § 124E.03, Subd. 2, requiring that the food served satisfies applicable health and safety requirements, provides equal accommodations to all religions, and otherwise complies with applicable law.

- 4) I assure that Innovative Quality Schools (authorizer) will oversee St Paul School of Northern Lights's (charter school) with compliance with Minn. Stat. § 124E.03, Subd. 5, and the state data practices law, including allowance for staff members to report unethical or fraudulent actions in the workplace.
  
- 5) I assure that Innovative Quality Schools (authorizer) will oversee St Paul School of Northern Lights's (charter school) compliance with Minn. Stat. § 124E.11, requiring that if oversubscribed, a lottery be conducted for admission to the school that does not select students based on religious preference, and that the lottery otherwise complies with applicable law.
  
- 6) I assure that Innovative Quality Schools (authorizer) will oversee St Paul School of Northern Lights's (charter school) compliance with Minn. Stat § 124E.06, Subd. 3(b) requiring that, if instituted, a school dress code does not promote religion or particular religious customs and does not restrict opportunity to participate in school activities.

**Authorizer’s Identified Official with Authority**

*(Provide the name, title and signature of person with legal authority to certify on behalf of the authorizer.)*

Name: Milo Cutter	Title: Director
Signature: 	Date: 04/27/2019



### Annual Conflict of Interest Disclosure Form

The undersigned acknowledges receipt of a copy of ST. PAUL SCHOOL OF NORTHERN LIGHTS  
School's Name

Conflict of Interest Policy. By my signature below, I acknowledge my agreement with the spirit and intent of these documents and I agree to report to the Board or Committee Chairperson (whichever is most appropriate) any possible conflicts (other than those stated below) that may develop before completion of the next annual statement.

Please check one:

- I am not aware of any Conflict of Interest
- I have a Conflict of Interest in the following area(s):

Signed: *Christina Sheu* Date: 9.28.18  
Annakudak  
CHRISTINA SHEU Annakudak  
 Print First and Last Name

School Name: ST. PAUL SCHOOL OF NORTHERN LIGHTS



**Board Member Assurances**

I, Helene Shapiro, Board Member of St. Paul School of Northern Lights  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

Helene Shapiro  
Board Member Signature

Sept. 27, 2018  
Date



### Board Member Assurances

I, Delinia Parris, Board Member of St Paul School of Northern Lights  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

Delinia Parris  
Board Member Signature

9-27-18  
Date





**Board Member Assurances**

Anna Kudak

I, CHRISTINA STEU, Board Member of ST. PAUL SCHOOL OF  
Name School's Name NORTHERN LIGHTS

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

[Handwritten Signature]  
Board Member Signature

9.28.18  
Date

Anna Kudak

9/28/18



### Annual Conflict of Interest Disclosure Form

The undersigned acknowledges receipt of a copy of St. Paul School of Northern Lights  
School's Name

Conflict of Interest Policy. By my signature below, I acknowledge my agreement with the spirit and intent of these documents and I agree to report to the Board or Committee Chairperson (whichever is most appropriate) any possible conflicts (other than those stated below) that may develop before completion of the next annual statement.

Please check one:

- I am not aware of any Conflict of Interest
- I have a Conflict of Interest in the following area(s):

Signed: Delina J Parris

Date: Sept 27 - 2018

DELINA J PARRIS  
Print First and Last Name

School Name: St Paul School of Northern Lights



### Annual Conflict of Interest Disclosure Form

The undersigned acknowledges receipt of a copy of St. Paul School of Northern Lights  
School's Name

Conflict of Interest Policy. By my signature below, I acknowledge my agreement with the spirit and intent of these documents and I agree to report to the Board or Committee Chairperson (whichever is most appropriate) any possible conflicts (other than those stated below) that may develop before completion of the next annual statement.

Please check one:

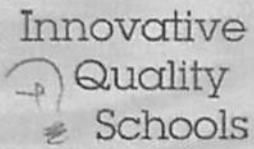
- I am not aware of any Conflict of Interest
- I have a Conflict of Interest in the following area(s):

Signed: Helene Shapiro

Date: Sept. 27, 2018

Helene Shapiro  
Print First and Last Name

School Name: St. Paul School of Northern Lights



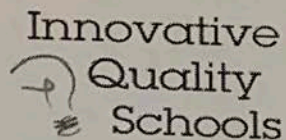
**Board Member Assurances**

I, Rebecca Batalden, Board Member of St. Paul School of Northern Lights  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

Rebecca Batalden  
Board Member Signature

9/26/2018  
Date



### Annual Conflict of Interest Disclosure Form

The undersigned acknowledges receipt of a copy of St. Paul School of Northern Lights  
School's Name

Conflict of Interest Policy. By my signature below, I acknowledge my agreement with the spirit and intent of these documents and I agree to report to the Board or Committee Chairperson (whichever is most appropriate) any possible conflicts (other than those stated below) that may develop before completion of the next annual statement.

Please check one:

- I am not aware of any Conflict of Interest
- I have a Conflict of Interest in the following area(s):

Signed: Rebecca Batalden Date: 10-17-18

Rebecca Batalden  
Print First and Last Name

School Name: St. Paul School of Northern Lights

## Addendum 6 Contract Renewal Report

<b>Contract Dates</b>	
<b>Date of this Report</b>	
<b>Name of School:</b>	
<b>Address of School:</b>	
<b>Name of Contact:</b>	
<b>Title of Contact:</b>	
<b>Title Office Phone:</b>	
<b>Title Mobile Number</b>	
<b>Title Email Address</b>	
<b>Name of Board Chair</b>	
<b>Chair Mobile Number</b>	
<b>Chair Email Address</b>	

IQS Oversight Cadre Members	Cadre Member Primary Responsibility

Dates of site visits to the school during the \_\_\_\_\_ school year and IQS persons participating.

Dates of IQS attendance at board meetings and IQS cadre attending. Identify if it was in person or by electronic means.

Specific issues to be addressed in addition to the oversight of the five areas in the attached.

The IQS oversight process is thorough and addresses how the school is implementing the five major areas which include:

1. Is the school operating consistent with the approved model including providing a learning environment which includes the state curriculum standards;
2. Is the governance of the school providing quality policy leadership consistent with the laws and the contract;
3. Is the performance of the students and the school meeting expectations:
4. Is the financial management of the school making appropriate use of taxpayer dollars and is the school planning for the future; and
5. Are the day-to-day operations of the school meeting statutory and contract requirements?

## Performance Measures Scale

The following are the performance measures used by the IQS Team for oversight of this school. The names of the individuals or the method used to determine the conclusions reached are identified for each section and are noted in the “Comments” section following each area.

The following scale is to be used when rating each of the performance indicators:

Intervention 0.0-1.9	Evidence some requirements and key indicators are not being met. The school may have received multiple notices from IQS and/or governing agencies within the past 12 months regarding an issue, complaint, and/or deficiency that need to be addressed. Corrective action planning is required as a part of the school's School Improvement Plan.
Progressing 2.0-2.9	The school is making progress toward the attainment of its target benchmark. Action plans that focus on continuing improvement will be a required component of its School Improvement Plan.
Target 3.0-3.9	There is evidence that the school is meeting requirements established in the charter agreement and ScoreCard.
Exceeding 4.0	There is evidence that the school exceeds the target benchmarks and is performing at its defined level of excellence.

## Section 1: Mission & Goals of the School Program Model

### Performance Indicators

<b>a. Program model is consistent with that described in charter application including amendments.</b>	<b>Rating</b>	
(1) Is the school program model as described in the contract clearly evident in practice?		
(2) Are the staff, board, leaders, etc. reasonably able to articulate what it is?		
How determined and comments:		
.		
IQS Findings:		

<b>b. School program is aligned with the primary purpose of Charter Schools and at least four other purposes cited in law.</b>	<b>Rating</b>	
(1) The purposes are in the contract. Are the board, teachers, leadership aware of the purposes for the school?		
(2) Is it clear the purposes are being addressed at the school?		
How determined and comments:		
IQS Findings:		

<b>c. The school curriculum aligns with its mission and primary program purpose in all curricular areas.</b>	<b>Rating</b>	
(1) Are the staff and board able to articulate the mission?		

How determined and comments:
IQS Findings:

d. All state standards, school board standards, and authorizer requirements are embedded into the curriculum of the school.	Rating	
(1) Is there a central place where and how each standard is taught (grade/course). This should be an electronic system for easy updating. (2) Do teachers know which standards they are accountable for teaching? Is this documented by the teacher?		
How determined and comments:		
IQS Findings:		

e. Staff development is on-going, aligned with strategic plan, and ensures program fidelity	Rating	
(1) The Staff development activities/initiatives been implemented and align with the mission and purpose of the school? (2) Is the Staff development plan reviewed on a regular basis and shared with stakeholders to ensure program fidelity		
How determined and comments:		
IQS Findings:		

f. Local Goals and objectives	Rating	
(1) The school has developed a set of goals and objectives for this category and has reached their target benchmarks.		
How determined and comments:		
IQS Findings:		



Section 1: Composite Rating for Mission & Goals of the School Program Model		Section Composite Rating	
a. The program model implemented is consistent with that described in its charter application including any amendments.			
b. The purposes of the school as defined in Charter Law and in the approved application/current contract are being addressed in the School.			
c. The school curriculum aligns with its mission and primary program purpose in all curricular areas.			
d. State standards, school board standards and authorizer requirements are embedded into the curriculum of the school.			
e. Staff Development implemented, reviewed and shared with stakeholders.			
f. Local Goals and objectives			
Name of IQS Cadre Reviewing Section 1:			



## Section 2: Governance of the School Performance Indicators: Performance Indicators

<b>a. The board organization complies with the requirements in the charter school law.</b>	<b>Rating</b>	
<ul style="list-style-type: none"> <li>(1) The <i>ongoing board</i> must be elected prior to the completion of the schools 3<sup>rd</sup> year of operation consistent with the Bylaws.</li> <li>(2) Board must consist of at least five members who are not related to each other.</li> <li>(3) At least one member must be a licensed teacher at the school.</li> <li>(4) At least one member must be a parent/legal guardian of a student attending the school.</li> <li>(5) At least one member must be an interested community member who is neither an employee of the school or a parent of a student at the school.</li> <li>(6) Charter school employees may not serve on the board other than for a teacher who is (2) or (3) above.</li> <li>(7) Neither the schools administrator nor the financial officer may be on the board in other than in an ex-officio capacity.</li> <li>(8) Contractors (or employees of contractors) providing facilities services, goods to the school may not serve on the board.</li> </ul>		
How determined and comments:		
IQS Findings:		

<b>b. Criminal background checks have been conducted on each board member in accordance to Section 4.1 of the contract with IQS.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>c. No board members have any conflict of interest as defined in law and statements are filed annually.</b>	<b>Rating</b>	
<ul style="list-style-type: none"> <li>(1) An individual may not serve on the board if the individual, an immediate family member, or the individual's partner is an owner, employee or an agent of, or a contractor with a for- profit or not-profit entity or an individual with whom the school contract directly or indirectly for professional services, goods, or facilities.</li> <li>(2) Written statement (see contract appendix) is filed each year by each board member.</li> <li>(3) If a conflict of interest exists, any contract that is entered into is void.</li> <li>(4) An employee, agent or board member of the authorizer who participates in the initial process or decision-making may not serve on the board of any school chartered by that authorizer.</li> <li>(5) The conflict of interest does not apply to a teacher of the school who serves on the board whether the teacher is a school employee or employed through a cooperative under Chapter 308A (Coop Law).</li> </ul>		
How determined and comments:		
IQS Findings:		

<b>d. The Board complies with all provisions of the Minnesota Open Meeting Law.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>e. The Board By-Laws are consistent with charter school law and outline the process/procedures for changing the board's governance structure.</b>	<b>Rating</b>	
(1) By-laws are adhered to (see Appendix 2 of the contract)		Yes or No
(2) All By-law changes are submitted to IQS for approval prior to adoption by		Yes or No

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

Board			
IQS Findings:			

<b>f. The Board has reviewed and adopted all policies related to school operations as required by Minnesota Statute.</b>	<b>Rating</b>	
(1) The Board has adopted the required policies and maintains them in a policy manual.		
(2) The Board has a process for at least annually adopting required policies and the school leadership is able to articulate that process.		
(3) The board minutes validates that the board has adopted policies as required by law.		
(4) The school has a written policy manual (such as MSBA manual)		
How determined and comments:		
IQS Findings:		

<b>g. The board has in place a strategic plan that includes its vision, and goals developed to reach its mission.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>h. Board meetings are conducted in an orderly process following an agenda, appropriate posting in compliance with MN statute.</b>	<b>Rating</b>	
(1) An agenda is provided to each board member at least three (3) days prior to each meeting as well as being posted and the minutes of the previous meetings are approved and published.		Yes or No
How determined and comments:		
IQS Findings:		

<b>i. Board Training</b>	<b>Rating</b>	
(1) The board has a development plan including annual training provided by competent providers.		Yes or No
(2) Evidence of required training is provided for all board members. New members must begin training within six (6) months after being seated and complete the training within twelve (12) months to remain eligible to be on the board.		Yes or No
How determined and comments:		

IQS Findings:		
j. The Board is comprised of members consistent with its by-laws and Minnesota Char School Law	Rating	
How determined and comments:		
IQS Findings:		
k. Local Goals and objectives		
How determined and comments:		
IQS Findings:		

<b>Section 2: Governance of the School Performance Indicators</b>	<b>Section Composite Rating</b>	
---	---------------------------------	--

a. The board is organized consistent with the MN Charter School Statute 124E		
b. Criminal background checks have been conducted on each board member and are on file.		
c. No Board Members have any conflicts of interest as defined in law and statements to this effect are filed annually.		
d. The Board complies with Minnesota Open Meeting Law.		
e. The Board follows its Bylaws and periodically reviews them for possible revision including when required to by law. If any changes to the Bylaws are contemplated, the authorizer has approved the changes prior to the board adoption of the changes.		
f. The Board has adopted the required policies.		
g. The board has developed a strategic plan		
h. The board meetings are conducted following an orderly process.		
i. There is evidence of Board Training in compliance with Charter School law.		
j. Board Composition		
k. Local Objectives		

Name of IQS Cadre Reviewing Section 2:	
--	--

### Section 3: Evaluation of School/Student Performance Indicators

a. Student academic achievement levels in math and reading is given to each student within 2 weeks of entering school.	Rating	
How determined and comments:		
IQS Findings:		

b. The school has met target performance goals (as stated in their SIP) including academic achievement and test participation.	Rating	
How determined and comments:		

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

IQS Findings:

<b>c. The school has reduced overall student performance gaps when comparing its student-groups.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>d. Students are making annual growth of 1 year as measured by the assessment.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>e. The school meets the graduation rate as established by the state and ESSA.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>f. 75% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>g. Average daily membership exceeds 85% but is less than 90%.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>h. Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 85% but less than 90%.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

i. Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than 85% but less than 90%.	Rating	
How determined and comments:		
IQS Findings:		

j. Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than 85% but less than 90%.	Rating	
How determined and comments:		
IQS Findings:		

k. The school meets all the criteria required in the MDE's World's Best Workforce.	Rating	
How determined and comments:		
IQS Findings:		

l. The School will conduct, at least semi-annually, a follow-up survey of all students who either left the school to attend high school elsewhere or have graduated from the school.	Rating	
How determined and comments:		
IQS Findings:		

m. Local Goals and objectives	Rating	
How determined and comments:		
IQS Findings:		

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

Section 3: Evaluation of School/Student Performance Indicators	Section Composite Rating
<b>A. General Provisions</b>	
a. The school has a process for determining the student’s academic levels of performance when they enter school in order to establish a baseline from which improvement can be determined. <i>Enter school</i> means at any time, not just at kindergarten.	
b. Performance is assessed against the expectations in the contract.	
c. - reduce performance gaps	
d. Annual growth	
e. Graduation Rates	
f. MAPS performance	
g. Attendance	
h. Student Satisfaction	
i. Parent Satisfaction	
j. Teacher satisfaction	
k. WBWF	
l. Follow up survey	
m. Local Goals	
Name of IQS Cadre Reviewing Section 2:	

## Section 4: Financial Performance Indicators

### A. General Provisions

a. Preliminary approval of the school budget is approved prior to July 1 of each year.	Rating	
How determined and comments:		
IQS Findings:		
b. School finances are managed by either a member of the school staff so designated by the board or by a finance management company. All bills are paid within 30 days.	Rating	
How determined and comments:		
IQS Findings:		
c. The school has maintained a fund balance between 10 and 15%.	Rating	
How determined and comments:		
IQS Findings:		
d. State finance reports are filed appropriately and on time.	Rating	
How determined and comments:		

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

IQS Findings:

<b>e. All state/Federal taxes, pensions, insurance, etc. are paid in a timely manner and as required.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>f. The Board is provided budget information at its monthly meetings. The Board approves all payment of bills at its monthly meetings.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings :		

<b>g. The School audit information is filed as scheduled with the MDE, the audit is completed on time and the audit does not identify any material weaknesses and includes a copy of all School agreements for corporate management services.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>h. The budget includes funds for anticipated future needs such as technology, curriculum, salary, etc</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>i. The patterns of expenditures are consistent with the mission, program, and goals of the school. (Address the percentage of administrative costs).</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>j. All findings of previous year's audits have been appropriately addressed and do not reappear in the current audit.</b>	<b>Rating</b>	
--	---------------	--

How determined and comments:
IQS Findings:

<b>k. Local Goals: More than 50% but less than 80% have been achieved.</b>	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

**Section 4: Financial Performance Indicators**

Section 4: Financial Performance Indicators	Section Composite Rating	
<b>a.</b> The school has a budget approved by the board prior to July 1 of each year and the budget is being followed or amended when necessary based on student enrollment changes or other appropriate reasons.		
<b>b.</b> The finances are appropriately managed either by the school or a finance management company. School invoices are being paid within 30 days.		
<b>c.</b> Maintenance of school fund balance.		
<b>d.</b> State finance reports are filed appropriately and on time.		
<b>e.</b> State/federal taxes, pensions, insurance, etc. are paid as required.		
<b>f.</b> Board monitors budge on a regular basis.		
<b>g.</b> The school audit information is filed as scheduled with the MDE. The audit is completed on time and the audit does not identify any material weaknesses.		
<b>h.</b> The budget addresses possible future expenditures		
<b>i.</b> The patterns of expenditures are consistent with the mission, program, and goals of the school.		
<b>j.</b> Audit Findings Addressed		
<b>k.</b> Locally established measures consistent with school affidavit		

Name of IQS Cadre Reviewing Section 4:	
--	--

## Section 5: Operations of School Performance Indicators

### A. General Provisions

<b>a.</b> All school employees' qualifications, licensure, and criminal background checks are in compliance with state, federal and authorizer requirements.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>b.</b> Staff assignments align with areas of licensure.	<b>Rating</b>	
How determined and comments:		



# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

IQS Findings:

<b>c.</b> Procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>d.</b> A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15.	<b>Rating</b>	
How determined and comments:		
IQS Findings		

<b>e.</b> Resolution procedures to address key stakeholder complaints are in place and posted on the district web site.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>f.</b> Board policies have been established in accordance with Minnesota Statute 124E.07. All policies have been posted on the school web site. The Board has established a process for the regular review of its policies.	<b>Rating</b>	
How determined and comments:		
IQS Findings		

<b>g.</b> The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>h.</b> State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal	<b>Rating</b>	
---	---------------	--

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

audits. No violations have occurred in the past year.		
How determined and comments:		
IQS Findings:		

i. Processes and procedures are in place to ensure that the required immunizations for students are on file.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

j. The school is nonsectarian in all aspects of its operations consistent with Minnesota Statute 124E.06.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

k. The school has the capacity to manage all state reporting requirements with submittals made on a timely basis.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

l. The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

m. The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13.	<b>Rating</b>	
How determined and comments:		
IQS Findings		

--

<b>n.</b> The school has appropriate software to manage state reports.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>o.</b> The school has internal operations that result in a well-managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed by the board within the last 3 years.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>p.</b> State reporting is completed accurately and timely based upon MDE information.	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>q.</b> Locally Established Goals and Objectives	<b>Rating</b>	
How determined and comments:		
IQS Findings:		

<b>Section 5: Operations of School Performance Indicators</b>	<b>Section Composite Rating</b>
<b>A. General Provisions</b>	
<b>a.</b> Staff qualifications/licensure are in compliance including criminal background checks on all employees.	
<b>b.</b> Staff assignments	
<b>c.</b> Enrollment Planning	
<b>d.</b> Transportation	
<b>e.</b> School Complaint resolution	
<b>f.</b> Board Policies	
<b>g.</b> School Insurance	
<b>h.</b> State/Federal Laws	
<b>i.</b> Required Immunizations	
<b>j.</b> Non-Sectarian Compliance	
<b>k.</b> State Reporting	

I. Health and Safety	
m. Lease Provisions	
n. Management systems	
o. Operational systems	
p. Report submittals	
q. Local Goals and Objectives	

Name of IQS Cadre Reviewing Section 5:	
--	--

## Section 6: Other

This section will include specific items which are unique to this school which require follow-up by IQS. The most frequent situation will be a follow-up of an issue addressed in Appendix 1-A for Transfer Schools, follow-up of a complaint, or the school Annual Report and Site Improvement Plan (SIP).

6.a Follow-up of Appendix 1.A.	<b>Rating</b>	
<p>A. Student performance targets:</p> <p>How reviewed and conclusions:</p> <p>B. Organizational performance:</p> <p>How reviewed and conclusions:</p>		
IQS Findings:		

6.b The Site Improvement Plan (SIP) from the previous year is being implemented as prepared.	<b>Rating</b>	
IQS Findings:		

6.c Other issues identified by IQS or MDE which require specific, evidence of completion.	<b>Rating</b>	
(Specify)		
IQS Findings		

## Review Composite Scores

The following are the composite scores of this review

<b>Section 1: School Model</b>	
Contract Issues needing to be addressed:	

<b>Section 2: Governance</b>	
Contract Issues needing to be addressed:	

# Innovative Quality Schools

An approved authorizer of chartered schools in Minnesota

Addendum 6

<b>Section 3: Performance</b>	
Contract Issues needing to be addressed:	

<b>Section 4: Finance</b>	
Contract Issues needing to be addressed:	

<b>Section 5: Operations</b>	
Contract Issues needing to be addressed:	

<b>Section 6: Other</b>	
Contract Issues needing to be addressed:	

## Cadre Final Comments about School

--

## Range of Interventions

The following will be followed by IQS in the event IQS has reasons to have a formal communication with the School regarding the implementation of this “IQS/School Performance Agreement.” All communication with respect to the following will be from a member of the IQS management team to the Board Chair and/or the school director or others as appropriate.

1. Letter of Commendation: This communication will be provided when the School is recognized by organizations or individuals for its excellent work.
2. Letter of Concern: This letter will be sent when there is a pattern of reports or information not being provided to IQS as specified in this Agreement or reports to the Department or other similar situations. The School will be required to respond within 10 days and provide the information requested.
3. Letter of Deficiency: This letter will be sent when multiple performance targets as provided for in this Agreement are not being met or when the School does not respond adequately to a “Letter of Concern.” The School will be required to respond within 10 days and provide the information requested. If no response is received, a “Notice of Probationary Status” is sent.
4. Notice of Probationary Status: This notice will be sent if the school does not address the issues in the Letter of Deficiency, if a significant performance issue exists or for violations of law. Such a Notice will also be sent following a “Charter School renewal” if the conclusions of that review are that significant problems exist and that a one-year probationary renewal is being granted. This Notice will also be sent if the School is not making satisfactory improvement on its School Improvement Plan (SIP) or other significant performance issues as identified in the “Annual Evaluation.” A copy of this Notice is also filed with the Department. A meeting with the Board of the School is scheduled to review the Notice and explain the consequences. A timeline of 5-20 days will be given for the School to respond to the Notice and provide its “Action Plan” depending on the specific situation.
5. Notice of Unscheduled Charter Review: This notice will be sent if IQS determines that significant issues exist in terms of the School meeting the provisions of this agreement. While a “Charter Review” is usually not conducted until the final year of the contract, an “Unscheduled Charter Review” may be triggered earlier. If IQS determines that significant issues exist requiring more information than is currently available, IQS may determine to conduct a full review at any time which is identical to a “Scheduled Charter Contract Renewal Review.”
6. Notice of Scheduled Charter Contract Renewal Review: This review will occur a minimum of once during the Agreement period. Unless IQS decides otherwise, the contract renewal review will be conducted during the final year of this contract agreement.
7. Specific Performance Evaluation to be Conducted for Contract Renewal Purposes:
  - a. The contract renewal decision of IQS will be based not only on the findings and conclusions drawn from the Charter Contract Renewal Review but also on a compilation of information documenting the performance of the School during the course of this Agreement as documented on the “Annual School Oversight Information” in Appendix No. 8.

- b. The five performance areas specified in Appendix No. 1 provide the specific criteria which must be met in order for the contract to be renewed.
- c. The process to be followed for this review is provided for in the approved authorization plan on file with the School. It includes a Cadre of at least three persons who will visit the school to collect data as provided for in Appendix No. 1. Interviews will be conducted with teachers, administrators, board members, parents, community and students. Budget and audit data will be reviewed, classroom observations conducted, learning environment reviewed (facilities) and other processes necessary to determine whether the performance criteria in Appendix No. 1 have been met.
- d. Based on the review of the School, the IQS decision will be one of the following:
  - i. Renew the charter for the maximum time provided by law;
  - ii. Renew the charter for less than the maximum time provided by law and place the School on "Probationary Status;"
  - iii. Not renew the charter for cause which will result in the closing of the school

## Contract Addendum 8 Charter School Closure Process

Name of School: \_\_\_\_\_

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

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

Required Actions	Timelines	Person Responsible
1. Take Action to dissolve the School	First Step	Board Chair and School Director
2. Contact MDE Charter Division and Authorizer	Immediately	School Director
3. Establish ad hoc Committee and assign Person(s) responsible for Actions 4-25	Following Board Decision to cease operations	Board Chair and School Director
4. Create a Comprehensive Plan for School Closure Incorporating All Identified Steps Outlined Below (Steps 5-24)	Within 20 Business Days of Decision to Dissolve Operation	As identified in Action Item 3
5. Appropriate School Reserve Funds to ensure colosure activities are fully funded (i.e. legal fees, etc.	On-going	As identified in Action Item 3
6. Notify Parents, Guardians and Staff	Within 7 days of decision	As identified in Action Item 3
7. Make a Decision Related to Final Day of School (Including Extended School Year)	Within 30 Days of Board Decision to Dissolve	As identified in Action Item 3
8. Make Final Report Cards Available to Parents	Within 7 days of End of School Closing Date	As identified in Action Item 3



9. Forward all Student Records to School District of Student's Residence	Within 10 Business Days of School Closing Date	As identified in Action Item 3
10. Notify School Districts of Students Residences of Decision to Dissolve Operations	Within 10 Business Days of Board Decision	As identified in Action Item 3
11. Notify all Sources of School Revenue of Decision to Dissolve Operations	Within 10 Business Days of Board Decision	As identified in Action Item 3
12. Notify All Contractors of Decision to Dissolve Operations (i.e. auditors, business managers, telephone service, food service, transportation etc.)	Within 20 Business Days of Board Decision	As identified in Action Item 3
13. Notify All employees of Termination of Employment	No Later Than 60 Days Before the End of the School Year	As identified in Action Item 3
14. Notify Benefit Providers of Decision to Dissolve Operations	No Later Than 60 Days Before the End of the School Year	As identified in Action Item 3
15. Notify Authorizer of Any Pending Litigation	As Soon as Possible	As identified in Action Item 3
16. Develop a list of Creditors and Debtors	Within 20 Days of Last Day of Operations	As identified in Action Item 3
17. Conduct Thorough Inventory	Within 30 Days of Last Day of Operations	As identified in Action Item 3
18. Liquidate Assets in Accordance to Minnesota Statute 317A.735	Within 30 Days of Last Day of Operations	As identified in Action Item 3
19. Prepare a 'Final' Statement of Dissolution for Authorizer	Within 90 Days of Last Day of Operations	As identified in Action Item 3
20. Conduct a Final Audit of All Asssets	Within 90 Days of Last Day of Operations	As identified in Action Item 3

21. Close Out All State and Federal Grants	Within 30 Days of Last Day of Operations	As identified in Action Item 3
22. Maintain All Corporate Records	On-Going	As identified in Action Item 3
23. Board Act via Resolution to Dissolve Corporation	Within 10 Business Days of Receiving Final Audit and Confirmation of All Reconciliation of Records	As identified in Action Item 3
24. Final Distribution of Assets	Within 10 Days of Resolution to Dissolve	As identified in Action Item 3
25. File Articles of Dissolution with the office of the MN Secretary of State in accordance with MN Statute 317A.733	As required by Statute	As identified in Action Item 3