

CHARTER SCHOOL CONTRACT

between

Friends of Education

and

St. Croix Preparatory Academy

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

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

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

and

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Friends of Education's intent to charter the School, dated December 15, 2003, a copy of which is attached as Exhibit A; and

WHEREAS, Friends of Education and the School previously entered into a charter school contract which expires June 30, 2025; and

WHEREAS, Friends of Education has considered the reauthorization of the School and has approved the issuance of a charter contract to the School.

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

ARTICLE I

DEFINITIONS

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

- (a) “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) “Charter School Act” means the Minnesota Statutes Chapter 124E, as amended or recodified, and any rules adopted pursuant thereto.
- (c) “Commissioner” means the Commissioner of the Minnesota Department of Education.
- (d) “Contract” means this Charter School Contract between Friends of Education and the School.
- (e) “Day” means calendar day unless “business day” is expressly stated.
- (f) “Department of Education” means the Minnesota Department of Education.
- (g) “Friends” means Friends of Education.
- (h) “School” means St. Croix Preparatory Academy located at one site, 4260 Stagecoach Trail N., Stillwater, Minnesota, and which is approved for two additional sites located in Stillwater, Minnesota, and which is established as a charter school under this Contract pursuant to the Charter School Act, and any additional site(s) pursuant to Department of Education approval of any subsequent supplemental affidavit to expand sites. The location(s) of the School and approved site(s) will not be changed without the prior written consent of Friends.
- (i) “School Board” means the Board of Directors of the School.
- (j) “Student” and “Pupil” are used interchangeably, and each means the Students/Pupils at the school.

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

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

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

EXHIBITS

- A. Minnesota Department of Education Approval
- B. Certificate of Incorporation of the School
- C. Bylaws of the School
- D. Implementation of Purpose/Mission
- E. Description of School's In-School & Out-of-School Time Programs
- F. Academic & Non Academic Pupil Performance Outcomes/Goals
- G. Statement of Admissions Policies and Procedures
- H. Governance & Management Plan
- I. Administration and Operations Plan
- J. Financial Management Plan
- K. Statement of Assurances Signed by All Board Members
- L. Charter School Closure Checklist & Plan
- M. Supplemental Continuing Oversight Criteria, Processes, Procedures
- N. Performance Evaluation of School

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND FRIENDS

Section 2.1. Voluntary Authorization. Friends is a charter school authorizer pursuant to Minnesota Statute 124E.05. In granting this Contract, Friends voluntarily exercises powers given to Friends pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Friends autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of Friends. The relationship between the School and Friends is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between Friends and the School. Except as otherwise provided in this Contract or the Charter School Act, Friends shall have no authority or control over, and no responsibility for, any aspect of School operations, including operational, administrative, or financial responsibility for the School.

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

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

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

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

Section 2.5. Limited Use of “Friends” Name. The School may not use the name of Friends or any assumed name, trademark, division or affiliation of Friends in any of the School’s promotional advertising, contracts, or other materials without Friends prior written consent, except that the School may include the following statement in such materials, “[Name of School] is authorized by Friends of Education.” Pursuant to Minnesota Statute. 124E.07 Subd. 8(b) the School shall identify Friends as its authorizer and include Friends contact information on its website and in School materials made available to the public.

ARTICLE III

ROLE OF FRIENDS

Section 3.1. Oversight Responsibilities of Friends. Friends shall monitor and evaluate the School’s academic, financial, operational, and student performance, including the School’s compliance with this Contract and Applicable Law. Friends shall monitor and evaluate School performance using various criteria, processes, and procedures set forth generally in Article VI and Exhibit M.

The School agrees that, in the spirit of continuous improvement, Friends may monitor and evaluate any indicator of academic, financial, operational, and student performance, including indicators not expressly set forth in this Contract, which shall inform Friends’ evaluation of the School and the School’s continuous improvement plan.

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

ARTICLE IV

PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its tax-exempt 501(c)(3) or any related status including observation of applicable conflict of interest requirements.

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

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

ARTICLE V

LEGAL STATUS OF THE SCHOOL

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

Section 5.2. Certificate of Incorporation. The School represents that, as of the date of this Contract, the Certificate of Incorporation of the School set forth as Exhibit B is accurate.

Section 5.3. Bylaws. The School represents that, as of the date of this Contract, the Bylaws of the School set forth as Exhibit C are accurate and have not been otherwise altered or amended.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance. The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The School Board shall decide and be responsible for matters related to the operation of the School

including, but not limited to, budgeting, curriculum, programming, personnel, and operating procedures. In addition, the Board shall evaluate the student achievement and School's progress towards achieving its charter contract goals and commitments.

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

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information identified in the Exhibits, including without limitation, the achievement of the academic outcomes/goals identified in Exhibit F.

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

Section 6.5. Programs Offered by the School. All programs which the School provides, operates, is affiliated with, or sponsors shall comply with Applicable Law, have adult supervision at all times, and be covered by the School's insurance.

The School provides the following programs:

- (a) In-School Time Programs. In-school time programs include all programs operated during school hours. The School provides the in-school time program summarized in Exhibit E. Except as may be otherwise limited by the Department of Education approval of Friends affidavit of intent to charter the school or expanded by the Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment to students for the following in-school time program(s) (checked items apply):

[] Early Learning: [] Preschool Instructional and/or [] Pre-K
[✓] Grades K - 12

- (b) Out-of-School-Time Programs. Out-of-school-time programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, including before/after school care, but does not include School clubs or athletics. The School provides, operates, is affiliated with, or sponsors the out-of-school time programs identified and described in Exhibit E and according to the parameters set-forth therein. The School does not provide, operate, affiliate with, or sponsor out-of-school-time programs not otherwise identified and described in Exhibit E.

- (c) Club and Athletic Programs. The School provides club or athletic programs as it deems appropriate from time to time.

The School will provide equal access to all programs and will not permit any program to operate in derogation of Applicable Law or its status as a public school.

Section 6.6. Academic Curriculum Program. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.

Section 6.7. Methods of Assessment. The School shall evaluate students' work based on, at a minimum, the assessment strategies identified in this Contract and its annual report.

(a) Academic Measures – Friends will monitor student academic performance and school culture, which provides the basis for high academic performance.

1. Regular Assessments. Friends will monitor academic achievement by reviewing student testing and assessment.
2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
3. Nationally-Normed Referenced Assessments & School-Level Assessments. Except as may be otherwise limited by Exhibit F, School students will take a nationally-normed referenced assessment on at least an annual basis. In addition, School students will also take data-driven instructional assessments developed by the School on at least a quarterly basis in reading, math, and science. The School may implement any additional assessments.
4. Assessment and Test Results. The School will provide Friends results of government required assessments at such time as the School receives its preliminary assessment results and at such time as the School receives its final assessment results, and the School will provide Friends the results of any other testing each quarter, but no later than November 1st, February 1st, and May 1st. Friends will compare testing data to other schools in order to measure performance.
5. Friends of Education Council. The School agrees to participate in the Friends of Education Council, also known as Director or All-School Meetings, which consists of representatives of all Friends authorized schools, and Friends will monitor the School's participation in the Council. The goal of participation in the Council is to share information and identify resources, and the School agrees to do so.
6. Professional Development. The school will ensure that each teacher at the School has a professional development plan that focuses in part on developing quality assessments, measures of student outcomes, and effective teaching strategies. The School will advise Friends, on a semi-annual basis June 15th and December 15th of professional development attended by its staff.
7. Teamwork and Common Planning Time. The School will ensure common planning time, relating to classroom instruction, for all teaching staff and will advise Friends on a semi-annual basis, January 15th and June 15th as to the extent of common planning time for both teaching staff in the same grade and teaching staff as a whole.
8. Continuous Improvement. The School agrees that it is committed to continuous improvement and that accountability is a continuous improvement process. Accordingly, the School will develop and implement a continuous improvement plan and review it at least annually. The School will provide Friends a copy of its

continuous improvement plan, which must be included in its annual report, no later than August 1st of each school year.

- (b) Site-visits. Friends may engage in scheduled and unscheduled site-visits in the course of the Contract term. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. Friends may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by Friends.

(c) Remediation.

1. School Initiated. If the School fails to make adequate progress towards achieving its academic outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to Friends for review and comment prior to adoption and implementation.
2. Friends Initiated. If Friends has a concern about the School, or if the School fails to make adequate progress towards achieving its academic outcomes/goals or to meet financial requirements, or to comply with Applicable Law, or other requirements, Friends shall provide the following notices, as applicable.
 - (a) Notice to School Leader or Board Chair. Friends shall notify the school leader or board chair of area(s) of concern for correction. Friends may specify a target date for correction.
 - (b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if a situation involves an urgent concern, Friends will formally notify the School of the area(s) of concern for correction and may ask the School to adopt a specific performance improvement plan. Friends shall specify a target date for correction which Friends may, if circumstances warrant, amend.

If Friends requires the School to retain a third-party investigation: (1) the School shall retain an investigator within ten (10) business days of such requirement; (2) the investigation will commence no later than fifteen (15) business days of such requirements; (3) the third party investigator must be acceptable to Friends, (4) the School shall authorize such investigator to provide status reports to and communicate with Friends; (5) the School and School staff and School board members will not take any action which undermines the neutrality/impartiality or comprehensiveness of the investigation; (6) the School will ensure that the investigation is conducted and investigation results are issued free from influence of the School, School staff, and School board members; (7) the investigative report must include both findings-of-fact and conclusions; (8) to ensure that the investigation is

comprehensive and conducted free from influence, the School shall not impose cost limitations on the investigation; (9) if, during the investigation, new allegations unrelated to the issues which caused the investigation to commence are discovered, the School will require that the investigator promptly notifies Friends and the School of such new allegations; and (10) the School shall require the investigator to provide a complete copy of the investigative report to Friends.

- (c) Notice to School Board of Charter Revocation/Termination. Friends initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

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

Section 6.9. Finance, Reporting and Compliance.

- (a) To Friends. The School will furnish Friends with monthly financial reports, no later than the last day of the month for the prior month, unless a different frequency is agreed to in writing by Friends. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or Friends, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School will execute a release to enable Friends to discuss the School's financial matters with both its external auditor and accounting service provider if any. The School will submit the release to Friends no later than September 1st of each school year. The School consents to Friends conducting reviews of the School's accounts payable, at such times as Friends may require, either at the School or at the School's accounting service provider, if any.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law. The School will submit to Friends a draft budget for the following school year by May 15th.

By June 15th of each year, the School Board shall submit to Friends a copy of its final budget for the following school year. The budget must detail the enrollment on which the budget is based and budgeted expenditures at the object level. In addition,

the School Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10) business days after School Board approval, revisions or amendments to the School's budget shall be submitted to Friends.

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

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

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. By December 15th of each year, the School shall submit two (2) copies of the annual financial statement audit and auditor's management letters, including any required supplemental information, for the school year ending the previous June 30th to Friends. By January 1st of each year, the School Board shall provide to Friends a copy of any responses to auditor's management letters. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

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

Section 6.13. Contributions and Fundraising. The School may solicit and receive contributions and donations as permitted by Applicable Law and UFARS. No solicitation shall indicate that a contribution to the School is for the benefit of Friends. The School will not include fundraising, grants, or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.14. Annual Reports. The School will submit its state-required annual report to Friends no later than seven days before the date specified by the Minnesota Department of Education, and if the Department of Education does not specify a due date, no later than October 1st or such other date as may be specified by Friends, for the immediately preceding school year ending June 30th. The annual report shall be approved by the School Board prior to the submission to Friends and will include such information as Friends may require.

Section 6.15. Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of Friends for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A, as applicable. The School must employ or contract with teachers who hold valid licenses or any

allowable waivers to perform the teaching service for which they are employed at the School.

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

The School will ensure that lesson plans and related materials developed by School employees to implement the School's academic program and curriculum are and remain School, and not individual/employee, property.

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

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

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

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

Section 6.20. Board Data. The School agrees to notify Friends of any resignations or additions to its School Board within ten (10) days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit K, within ten (10) days of such addition, and which shall be provided to Friends within thirty (30) days of such addition. The School agrees to obtain criminal history and bankruptcy background checks, at the School's expense or at the individual's expense if allowed by Applicable Law, on all potential board members before such members are added to the School Board; the School shall certify to Friends within ten (10) days of receipt of such background checks that the background checks have been completed and whether or not the background checks contained adverse information. In addition, the School agrees to furnish Friends minutes of the Board's meetings at such time as the minutes are distributed to the School Board. The School further agrees to notify Friends of the School Board meeting schedule at least twenty (20) days in advance of meeting dates and at the same time as notice provided to board members for special and emergency meetings. The School further agrees to provide Friends by October 1st of each year, conflicts of interest statements for all board members and ex-officio board members in the form Friends requires.

Section 6.21. Pre-Opening Progress & Additional Reporting Obligations.

- (a) Pre-Opening Progress. If, as of the date of this Contract's issuance, the School is not operational, the School will inform Friends regarding its progress in establishing the School in the format required by Friends. The School agrees to the following significant target dates effective for the months immediately preceding School opening:

March 1 st :	Facility secured and school leader identified
May 1 st :	Database of interested students/families that is 125% of budgeted enrollment
May 10 th :	Significant renovations/buildout to facility have begun
May 31 st :	75% of projected budgeted students officially enrolled
June 1 st :	75% of teaching staff hired
July 1 st :	125% of projected budgeted students officially enrolled

Where a significant target date is not met, the School will submit a written plan to Friends detailing how the condition will be remedied within thirty (30) days of the significant target date. If requested by Friends, due to the School's failure to meet a significant target date or comply with Applicable Law or other grounds, the School will delay opening of the School one academic year.

(b) Additional Reporting Obligations.

1. Teacher Licensure. The School will advise Friends by September 15th of each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught. The School will advise Friends of any changes to its teaching staff within ten (10) days of such change.
2. Enrollment. The School will advise Friends of its enrollment and attendance daily for the first ten school days of each school year, then once weekly for the following four weeks, then once each on December 15th and on March 15th.

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

ARTICLE VII

GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited. The School shall not charge tuition. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law, including Minn. Stat 123B.34-123B. 39.

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

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being home schooled, except as may be allowed by Applicable Law.

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

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, enrollment shall be by lottery and, when conducting such lottery, the School shall provide enrollment preferences as provided by Applicable Law.

ARTICLE VIII

COMPLIANCE WITH STATE AND FEDERAL LAWS

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

(a) Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.
2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.
3. Systems & Services. The School shall implement, at a minimum:
 - (a) a child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.

- (b) a system for conducting comprehensive initial and re-evaluations to determine eligibility for special education and related services.
- (c) a full range of special 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.
- (d) 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.

4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain 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 to 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.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further description of the financial parameters within which the School will operate to provide special education instruction and services to such children.

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

Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

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

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of another and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

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

ARTICLE IX

AMENDMENT

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

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

ARTICLE X

CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

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

- (a) Failure of the School to demonstrate satisfactory achievement for all students including the requirements for student performance set forth in this Contract; or
- (b) Failure of the School to meet generally accepted standards of fiscal management; or
- (c) Failure of the School to comply with all Applicable Law.

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

- (a) The School is unable to pay its bills as they become due, is insolvent, or is bankrupt;
- (b) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year
- (c) The School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The School amends its Articles of Incorporation and/or Bylaws at any time without first obtaining Friends' written approval;
- (e) Friends discovers negligent, fraudulent or criminal conduct by any of the School's applicant(s), directors, officers, employees or agents in relation to the school's performance under this Contract; or
- (f) The School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the Department of Education or Friends in connection with Friends issuance or oversight of this Contract, or in connection with any affidavit that the School requests Friends submit to the Department of Education, or in connection with the School's reporting requirements under this Contract or Applicable Law; or
- (g) Other good cause shown.

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

- (a) Notice of Intent to Revoke/Terminate or Not Renew. Friends, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing, within fifteen (15) business days of receiving the notice, an informal hearing before Friends.
- (b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance.

- (i) Response of Admission to notices of intent to revoke/terminate: If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law.
- (ii) Response of Admission to notices of intent to not renew: If the School's response includes admissions of non-compliance with the Contract or Applicable Law, except for non-compliance or failure to improve all pupil learning and all student achievement, the School Board's response must also contain a description of the School Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the notice of intent to not renew is based on the school's non-compliance or failure to improve all student learning and all student achievement, the School acknowledges that the Charter School Act requires that the most important factor Friends will consider in renewal is the performance of all students under the Charter School Act's primary purpose and not the School's future plans to improve such performance.

If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law.

A response not in compliance with this Section shall be deemed to be non-responsive.

As part of its response, the School Board may request that an informal hearing be scheduled with Friends. The School Board's failure to provide to Friends a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to Friends' proposed action.

- (c) Informal Hearing. Upon receiving a timely written request for an informal hearing, Friends shall give ten (10) business days' notice to the School Board of the hearing date and time, and Friends shall conduct such hearing.
- (d) Plan of Correction. Friends shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies, other than the School's failure to improve all pupil learning and all student achievement, may be formulated. If Friends determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, Friends shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, Friends is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew. Friends is not obligated to accept from or offer a Plan of Correction to the School.

- (e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. Friends may withdraw its notice of intent to revoke/terminate or not renew if Friends determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed a Plan of Correction.
- (f) Effective Date of Revocation/Termination or Nonrenewal. If Friends decides to revoke/terminate the Contract, the revocation/termination shall be effective on the date of Friends' act of revocation/termination, or at a later date as determined by Friends, such date specified by Friends in its determination of revocation/termination.

If Friends decides to not renew the Contract, the nonrenewal shall be effective on the last date of the Contract, or at an earlier date as determined by Friends, such date specified by Friends in its determination of nonrenewal.

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

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Minn. Stat. Ch. 317A and Applicable Law relating to dissolutions and Exhibit L.

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

Section 10.6. Property Owned by School. All property which has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to other charter schools authorized by Friends and if no Friends School wants such property, then to any other Minnesota Charter School. Any remaining property then will be sold or distributed in accordance with Applicable Law.

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

ARTICLE XI

ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

(a) Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving the learning, achievement, and success of all students is the most important factor Friends will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic outcomes/goals identified in Exhibit F. Friends will also consider any compelling evidence of improved student learning, achievement, and success of all students on Department of Education measures other than the attainment of outcomes/goals specified in Exhibit F.

Friends will consider other factors in its renewal determination, which factors are considered secondary to improving the learning, achievement, and success of all students. Specifically, Friends will consider the achievement of any additional identified purposes specified in Exhibit D, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.

The School will be eligible for renewal only if the School has improved the learning, achievement, and success of all students, notwithstanding superior performance in financial, operations, governance, or legal compliance factors.

If Friends offers a renewal contract, a five-year term will be awarded only if warranted by School performance: the School has improved the learning, achievement, and success of all students, the School has met or substantially met its academic pupil performance outcomes/goals in Exhibit F, the school has no significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

2. Considerations Warranting Nonrenewal. Nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved learning, achievement, and success of all students. For example, nonrenewal will result from the School's failure to improve all students' learning, achievement, and success, notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of the learning, achievement, and success of all students combined with a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

3. Corrective Action Renewal. If the School has improved the learning, achievement, and success of all students, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas, Friends may, but is not obligated to, renew this Contract. If Friends renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the School acknowledges and agrees that the School must continue to improve the learning, achievement, and success of all students and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term, in order to be eligible for a subsequent renewal.
4. Application. By September 1st of the school year in which this Contract terminates, the School will submit an application to Friends which shall contain three parts: (1) School Performance. An analysis and evaluation of the School's performance under this Contract, which shall include a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of fiscal, operational, and governance performance during the term of the contract; (2) Proposed Goals. A proposal for goals for the following contract period; the goals must be specific, measurable, achievable, relevant, and time-bound, and must be designed to meet or exceed expectations adopted by the Commissioner for public schools; and (3) Other Information. Any other information the School desires Friends to consider. The School agrees to provide to Friends documentation supporting the School's evaluation if requested by Friends.

Friends will notify the School within four weeks of receipt of the School's external audit (final, not draft) for the most recently completed fiscal year as to whether Friends intends to offer a renewal charter contract.

- (b) Transfer to Different Authorizer. Friends must consent to the School's transfer to another authorizer. If Friends consents to the School's request to transfer to a different authorizer, the School agrees to reimburse Friends, for the most recent ten-year period, for any authorizer fees waived or not paid, grants provided by Friends to the School, and all training and professional development provided to the School by a third party but paid by Friends. This provision does not apply if Friends requests that the School transfer to another authorizer.

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

- (a) workers' compensation insurance to include coverage A;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minn. Stat. 466.04, including a minimum of commercial general

liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence; and up to three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of five hundred thousand dollars (\$500,000).

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

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

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

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

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

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

Section 11.6. Indemnification of Friends & Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless Friends and its officers, board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minn. Stat. section 3.736, from all suits, claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of Friends upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of Friends' exercise of its obligation under Applicable Law or enforcement of this Contract.

ARTICLE XII

GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective on the date of its issuance, July 1, 2025, and shall remain in full force and effect for five (5) academic years through the end of the 2029-2030 school year, and shall terminate at 11:59:59 p.m. on June 30, 2030, unless sooner revoked/terminated according to the terms hereof.

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

If to Friends:

Friends of Education
11100 Wayzata Blvd.
Minnetonka, MN 55305

If to School: to the attention of the School Board or School Board President/Chair at:

St. Croix Preparatory Academy
4260 Stagecoach Trail
Stillwater, MN 55082

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

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

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

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

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

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

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

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

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

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

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

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

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

As the designated representative of Friends, I hereby issue this Contract to the School as of the date set forth:

DATE: July 1, 2025

FRIENDS OF EDUCATION

By: _____

Executed: _____

Beth Topoluk

Its: Executive Director

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

By: _____

Bob Hajlo

Its Board Chair

EXHIBIT A



December 15, 2003

Ms. R. Elizabeth Topoluk
Friends of Ascension
9135 Brandywine Road
Corcoran, MN 55340

Dear Ms. Topoluk:

This letter provides notification that the Friends of Ascension's request to sponsor St. Croix Preparatory Academy charter school has been approved according to requirements set forth in Minnesota Statute 124D.10, Results-Oriented Charter Schools. St. Croix Preparatory Academy charter school is approved to serve students in grades K-12 in Stillwater, Minnesota.

This approval provides the St. Croix Preparatory Academy charter school developers authority to move forward in the process of implementing the charter school.

An enclosure details important next steps. Please note that within ninety days of the date of this letter the contract between the school and sponsor needs to be reviewed with charter school staff, finalized after the review, and then submitted to the Department of Education as the charter for the school.

Congratulations and best wishes for continued success for St. Croix Preparatory Academy.

Sincerely,


Cheri Pierson Yecke, Ph.D.
Commissioner

CC: Jon Gutierrez
Enc: 1

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

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

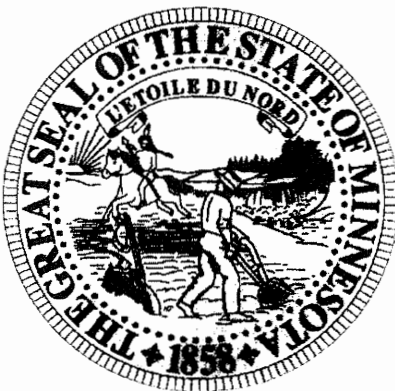
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: St. Croix Preparatory Academy

Corporate Charter Number: 562778-2

Chapter Formed Under: 317A

This certificate has been issued on 08/06/2003.



Mary Kiffmeyer
Secretary of State.



BYLAWS

OF

ST. CROIX PREPARATORY ACADEMY

Bylaws

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**BYLAWS
OF
ST. CROIX PREPARATORY ACADEMY
(the "Corporation")**

**ARTICLE I
PURPOSE**

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

**ARTICLE II
OFFICES**

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

**ARTICLE III
MEETINGS**

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall generally be held the third Tuesday of each month.

Section 2. Special Meeting. A special meeting of the Board of Directors may be called by the Chair or at least three Directors. Notice of the special meeting shall be provided in accordance with Minnesota Statutes, section 13D.04, as amended. Such notice shall contain the date, time, place and purpose of the meeting. Only subjects listed on the agenda may be acted upon at the meeting.

Section 3. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any scheduled meeting, a majority of the directors present thereat shall have the power to adjourn without notice other than announcement at the meeting, until a quorum shall be present. The meeting shall be rescheduled in accordance with the Open Meeting Law. The existence of a quorum is determined when a duly called meeting is convened.

Section 4. Open Meeting Law. All Board of Director meetings, and notice of all such meetings, shall comply with the Open Meeting Law, Minnesota Statutes chapter 13D, as amended.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. General Powers and Voting.

- (a) The business and affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minn. Stat. 124E and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.
- (b) Every member of the Board of Directors shall have one (1) vote on all matters to be decided by the Board. Unless otherwise stated in these Bylaws or as required by applicable law, the affirmative vote of a majority of Directors present and voting shall constitute Board action. Proxy voting is not permitted.

Section 2. Number, Tenure, and Qualifications.

- (a) Number. The Board of Directors shall consist of at least five (5) and no more than eleven (11) members.

- (b) Tenure. Each director may hold office for up to ten (10), three (3) year terms, and until a successor has been duly elected and qualified, or until the earlier death, resignation, removal, or otherwise expiration of the director's term. The terms of directors shall begin on July 1.
- (c) Qualifications.
 - (i) Prohibitions. The Board of Director membership shall not contain any related parties, as defined by Minn. Stat. 124E, or any persons prohibited by Minn. Stat. 124E.
 - (ii) Training Requirements. Minnesota Statutes section 124E.07, subdivision 7, as amended, requires initial and annual training of directors, and training prior to a director beginning their term. The Board of Directors will determine the specific pre-term, initial, and annual training requirements (consistent with subdivision 7, as amended) and publish these requirements in a training policy. A person elected or appointed to hold office as a director does not automatically assume the duties of that office. A person cannot assume the duties of the office of a director until he or she has qualified for the office. Qualification for an incoming director requires that the person complete the training requirements described in subdivision 7, as amended, and the training policy under the heading "Prerequisites to Assuming the Duties of the Office of a Director." To continue as a director, a person must comply with the initial and annual training requirements described in subdivision 7, as amended, and the training policy under the headings "Initial Training (First Year on the Board)" and "Annual Training". Any nonvoting ex-officio member who is a charter school director or a chief administrator must attend board training as outlined in Minnesota Statutes section 124E.07, subdivision 7, as amended.
 - (iii) Additional Qualifications.
 - (A) Employee Termination. A teacher who is a Director and who resigns his or her employment at the school or whose employment is terminated at the school is ineligible to be a Director and is removed from the Board as of the date of employment resignation or termination.
 - (B) Teacher who is Also a Parent. A teacher employed at the school who is also a parent of a child enrolled at the school is eligible for a teacher Director position and is ineligible for a parent Director position.
 - (C) Community Member who Becomes an Employee or a Parent or No Longer Resides in Minnesota. A community member Director who, during his or her Board term, becomes employed at the school or a parent of a child enrolled at the school or no longer resides in Minnesota is removed from the Board as of the date of such employment or enrollment or the date when they no longer reside in Minnesota.
 - (D) Parent whose Child is Unenrolled. A parent Director whose child is unenrolled from the school during such Director's term, is removed from the Board as of the date of such unenrollment.
 - (E) Current Students Attending the Corporation. Current students attending St. Croix Preparatory Academy cannot be a candidate for or hold a Board of Director position.

Section 3. Designation & Change of Governance Structure.

- (a) Designation of Governance Structure. The composition of the Board of Directors must be consistent with Minnesota Statutes section 124E.07, subdivision 3, as amended. The term governance structure means having a teacher-majority, parent majority, community member majority board, or having a board with no clear majority. The governance structure of the Board of Directors is designated as no clear majority. Any change in board governance structure must conform with the composition of the Board as set forth in Minnesota Statutes section 124E.07, subdivision 4, as amended.

- (b) Requirements to Change of Governance Structure. The Board may change the governance structure only upon:
 - (i) a majority vote of the Board of Directors
 - AND
 - (ii) a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative, with licensed teachers who are both employed by the school and a Director having one vote.
 - AND
 - (iii) approval of the school's authorizer.
- (c) Process & Procedures to Change Governance Structure.
 - (i) Requests & Petitions to Change Structure. The Board may consider a change in its governance structure upon receipt of a request for such consideration signed by at least two Directors, or the receipt of a petition to so change the governance model signed by at least 50% of the parents of students enrolled in the school or 50% of the licensed teachers employed at the school.
 - (ii) Special Board Meeting to Solicit Community Comment. Upon receipt of a request or petition complying with (i) above, the Board shall schedule and publicize a special board meeting, to be held within thirty days of receipt of such request or petition, for the sole purpose of receiving community comment regarding the governance structure. When publicizing the special board meeting, the Board shall also invite the school community to submit written comments to the Board prior to the special board meeting.
 - (iii) Board Meeting. The Board shall place on the agenda of its regular meeting following the special board meeting consideration of changing the governance structure. Placing the item on the agenda does not require any board member to introduce a motion or second a motion for such consideration.
 - (iv) Effective Date of Change in Governance Structure. Any change in the governance structure complying with this Section 3 is not effective for the duration of the current charter contract period and will be effective for the subsequent charter contract period and begin on the same date as the effective date of the charter contract next executed between the school and its authorizer.

Section 4. Nomination Process. At least sixty (60) days prior to the Corporation's School Board election, the Board of Directors, or its committee, will solicit nominations from teachers, parents/legal guardians, and community members, for all of the Director positions that will be filled at the next election. Each nominee shall identify the category of board membership – licensed teacher, parent/legal guardian, community member – for which s/he is seeking election. The Board of Directors will compile a list of said nominees and notify eligible voters of the nominees, the category of board membership for each nominee, voting procedures, and the date of the election, at least thirty (30) calendar days prior to the election. The Board of Directors shall prepare ballots for use by voters which shall segregate nominees by category of board membership.

Section 5. Eligible Voters. Each member of the Board of Directors, parent or legal guardian of a child enrolled at the school, and each staff member employed at the school, including teachers providing instruction under a contract with a cooperative, shall have the right to exercise one (1) vote for its board candidates. An individual holding positions in multiple categories (i.e., parent/legal guardian who is an employee of the school; parent/legal guardian who is a Board member; teacher who is a Board member) shall have the right to exercise one (1) vote.

Section 6. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. The acceptance of such resignation shall

not be necessary to make it effective. If no time is specified, the resignation shall be effective at the time of its receipt by the Chair or Secretary. A director may be removed at any time, with or without cause, by a two-thirds (2/3) vote of all remaining directors of the Corporation. Failure to attend four (4) consecutive meetings or two (2) quarterly meetings shall constitute cause.

Section 7. Filling Vacancies. Vacancies on the Board of Directors may be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. The remaining directors shall give consideration to appointing a new director based on the most recent board election, subject to the membership category being filled. A director filling a vacancy shall hold office until the term of his predecessor expires and until a successor has been duly elected and qualified, subject to the earlier death, disqualification, resignation, or removal of the director.

Section 8. Compensation. At the discretion of the Board of Directors, directors may receive compensation for their services as a Director; nothing in these Bylaws shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore as long as no statutory or common law conflict of interest or statutory prohibition exists. In addition, the directors of this Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to this Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

Section 9. Committees of the Board. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees, and disband any committee as it sees fit. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Committees shall not be composed of a quorum or more of Board members.

9.1 Authority of Committees. Committees shall make recommendations to the Board of Directors. No committee shall have the authority to act on behalf of the Board of Directors unless such authority is specifically delegated to the committee by the Board of Directors; provided, however, that no committee shall be granted any powers or authority exceeding that granted to the Board of Directors. Unless otherwise stated in the resolutions creating it, or in these Bylaws, committee actions shall be taken only upon the affirmative vote of a majority of the members of the committee. Failure of a committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board of Directors. Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors. Each committee shall meet as provided by its rules or by resolution of the Board of Directors. Notice of all meetings of any committee shall be given to all members of that committee as determined by the committee.

9.2 Procedures for Conducting Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board Chair shall be an ex-officio member of all committees, unless he serves as a member of such committee.

Section 10. Conflict of Interest. Statutory and common law conflicts of interest are prohibited. A Conflict of Interest Policy will be established by the Board of Directors.

ARTICLE V

OFFICERS AND EMPLOYEES

Section 1. Number, Election, and Experience.

- (a) Number of Officers. The officers of this Corporation shall consist of a President (Board Chair), Vice President (Vice Chair), Treasurer (Chief Financial Officer), Secretary and such other officers as the Board of Directors shall determine from time to time.
- (b) Election of Officers & Term. The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director. A Director may serve 29 terms in any officer position.

- (c) Experience. It is preferred that the President and Vice President each have at least one year of service as a Director on the Board of Directors before serving in the capacity as the President or Vice President.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation, ~~or~~ removal, or other cause may, or in the case of a vacancy in the office of Board Chair or Treasurer shall be filled for the unexpired portion of the term by election of a successor by a majority vote of the Board.

Section 3. President (Board Chair). The President shall:

- (a) Exercise the functions of the Office of the President of the Corporation;
- (b) Preside at all meetings of the Board of Directors;
- (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (e) Have the general powers and duties usually vested in the office of the president and;
- (f) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, as amended, and as the Board of Directors may from time to time prescribe.

Section 4. Vice-President (Vice Chair). The Vice-President shall:

- (a) Exercise the functions of the Office of the President of the Corporation, ~~in~~ in the absence of the President;
- (b) Preside at all meetings of the Board of Directors, in the absence of the President;
- (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors, in the absence of the President;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board, in the absence of the President;
- (e) Have the general powers and duties usually vested in the Office of the President, in the absence of the President and;
- (f) Have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.

Section 5. Treasurer (Chief Financial Officer). The Treasurer or the Treasurer's designee shall:

- (a) Keep accurate financial records for the Corporation and accurate accounts of all monies of the Corporation received or disbursed;
- (b) Deposit all monies, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as the Board of Directors shall from time to time designate;
- (c) Ensure the proper care and custody of the corporate funds and securities;
- (d) Have the power to endorse for deposit all notes, checks and drafts received by the Corporation at the direction of the Board, making proper vouchers for the deposit;
- (e) Disburse the funds of the Corporation and issue checks and drafts in the name of the Corporation as order by the Board of Directors;
- (f) Render to the Board President and the Board of Directors, whenever required, an account of all of the transactions as Chief Financial officer and of the financial condition of the Corporation; and,
- (g) Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall maintain the records of the Office of the Corporation and shall:

- (a) Attend all meetings of the Board of Directors and all committees as required;
- (b) Record all proceedings in the Minutes of the Board of Directors and committees in a book to be kept for that purpose;
- (c) Preserve all documents and records belonging to the Corporation;
- (d) Give or cause to be given notice of all meetings of the Board of Directors and its committees; and,
- (e) Perform such other duties as may be prescribed by the Board of Directors.

Section 7. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. The Board of Directors shall determine the hiring process and the duties and responsibilities for such employees.

Section 8. Compensation. The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 9. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 10. Removal of Officer. Any officer may be removed at any time, by the vote of a majority of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

Section 11. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the President or Secretary of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

ARTICLE VI

DISTRIBUTION OF ASSETS

Section 1. Right to Cease Operations and Distribute Assets. By a two-thirds (2/3) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to effect a dissolution. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 2. Cessation and Distribution. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minnesota Statutes, Section 317A.735, as amended, and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, Section 317A.723, as amended.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification. Each director, officer and employee of the Corporation, past or present, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Sections 317A.161, subdivision 21, and 317A.521, as amended, except that such indemnification will be limited as required by applicable law including Minn. Stat. Chapter 124E. The Corporation shall also indemnify and hold harmless the individuals identified in Minnesota Statutes Section 124E.09, in accordance with that statute, as amended, except that such indemnification will be limited as required by applicable law including Minn. Stat. Chapter 124E. The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. The Corporation shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

This duty to indemnify applies provided that the director, officer, or employee, or individual identified in section 124E.09, as amended, was acting in the performance of the duties of the position and was not guilty of malfeasance of office, willful neglect of duty, or bad faith.

The Corporation may not indemnify a director who violates Minnesota Statutes section 124E.07, subd. 3(e), as amended, or who intentionally violates the Open Meeting Law outlined in Minnesota Statutes section 13D.06, subd. 1, as amended.

Section 2. Insurance. The Corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is identified in Section 1, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability.

ARTICLE VIII
AMENDMENTS

The power to adopt, amend or repeal the Bylaws is vested in the Board of Directors.

ARTICLE IX
FINANCIAL MATTERS

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

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

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

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

Section 5. Corporate Seal. The Corporation shall not have a corporate seal.

Section 6. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation originals or copies of:

- 6.1. Records of all proceedings of the Board of Directors and all committees having any authority of the Board, including minutes of meetings;
- 6.2. Records of all votes and actions of the Board of Directors;
- 6.3. Accounting records, including all financial statements of this Corporation; and
- 6.4. Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 7. Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted standards of fiscal management for a public charter school, an appropriate accounting and financial reporting system for the Corporation. The Board shall cause the records and books of account of the Corporation to be audited, in accordance with Minnesota Statutes section 124E.16, as amended, at least once each fiscal year and at such other times as it may deem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

Section 8. Funding Limits. The Board of Directors shall not allocate more than seventy percent (70%) of the total funding received from the State of Minnesota for wages and salaries. The foregoing limitation does not include benefits such as medical and dental benefits or other benefits deemed necessary by the Board of Directors.

ARTICLE X
MISCELLANEOUS

Section 1. Gender References. All references in these Bylaws to a party in the masculine shall include the feminine and neuter.

Section 2. Plurals. All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.



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ST. CROIX PREPARATORY ACADEMY IMPLEMENTATION OF PURPOSE/MISSION

The School's identified four statutory purposes and the methods it will use to achieve them are:

1. Improve the Learning, Achievement, and Success of All Students:

To improve the learning, achievement, and success of all students, the School implements a college preparatory educational program founded on classical education, which has been demonstrated to improve student achievement in educational institutions throughout the country.

2. Increase Quality Learning Opportunities for All Students

To increase quality learning opportunities for all students, the School implements a college preparatory educational program founded on classical education, which area schools do not offer.

The classical approach to education is grounded in three phases of the Trivium: Grammar, Logic, and Rhetoric. Each stage of the Trivium corresponds to the general stages of a child's cognitive development.

3. Encourage the Use of Different and Innovative Teaching Methods

The School encourages different and innovative teaching methods through its implementation of the Trivium. Each phase of the Trivium requires innovative teaching methods: the grammar phase requires teachers to focus on content delivery and a student's accumulation of knowledge; the logic phase requires teachers to initiate the student's understanding of the subject matter; the rhetoric stage requires teachers to enable students in their communication of their knowledge and understanding of the subject matter.

4. Create New Professional Opportunities for Teachers, including the Opportunity to be Responsible for the Learning Program at the School Site

The School creates new professional opportunities for teachers by establishing professional training specific to classical education. The School creates opportunities for teachers to be responsible for the Learning Program at the School by including teachers on the governing board of the School.

The School will report its implementation of these purposes in its annual report.



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ST. CROIX PREPARATORY ACADEMY ACADEMIC PROGRAM

In-School Time Programs – K-12 Academic Program

1. Implementation of the classical Trivium.
2. Implementation of the Core Knowledge sequence in grades K-4.
3. Implementation of the Riggs phonics instruction in grades K-4
4. Implementation of Saxon math program-4.
5. Latin and Logic instruction beginning in middle school.
6. Implementation of college preparatory curriculum that prepares students for post-secondary admission.
7. Implementation of Paideia Seminar (based on the Socratic classical seminar) in K-12 for all subjects

Narrative

The academic program is college preparatory and founded on classical education. The classical approach is grounded in the Trivium which consists of three phases: Grammar, Logic, and Rhetoric. Each phase of the Trivium corresponds to the general state of a child's cognitive development.

GRAMMAR				LOGIC				RHETORIC			
K/1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	13 th
KNOWLEDGE				UNDERSTANDING				COMMUNICATION			
Knowledge – Comprehension				Application – Analysis				Synthesis – Evaluation			

The Grammar phase emphasizes foundational subject matter knowledge and coincides with the stage of development wherein children love to mimic, recite, chant, and memorize.

The Logic phase emphasizes understanding and focuses on the students' ability to analyze the knowledge acquired in the Grammar phase. This phase corresponds with the child's curiosity and desire to ask questions and make sense of the information.

The Rhetoric phase emphasizes communication and trains the students how to express and discuss the subject. This phase corresponds with the students' affinity for contradiction and argumentation.



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Out-of-School Time Programs

Program Title	Program Description
Summer School	This is an optional three week summer school offered to students in grades K-4. The program is fee-based and priced to operate at cost (break-even). The program is staffed to match enrollment at no lower than a 1:20 staff to student ratio. The program is managed by St. Croix Prep's Lower School Principal and staffed by St. Croix Prep's Lower School faculty. The success and effectiveness of the program is measured by student academic progress and parent surveys.
Kindergarten Camp	This is an optional one week summer camp offered to incoming Kindergarten students. The program is fee-based and is priced to operate at cost (break-even). When the program has resulted in income, the funds are used to enhance kindergarten programming. The program is staffed to match enrollment at no lower than a 1:15 staff to student ratio. The program is managed by the St. Croix Prep Lower School Principal and staffed by the St. Croix Prep Kindergarten faculty and Educational Assistants. The success of the program is measured by parent/student feedback and improved Kindergarten readiness as measured by faculty post-camp assessment of students' academic and social/emotional levels.
Summer Athletic and Activity Camps	Various optional camps are offered to St. Croix Prep students entering grades 5-12. Each program is fee-based. The various camps are staffed to match enrollment at no lower than a 1:15 staff to student ratio. If enrollment is not adequate to cover individual camp expenses, that camp is not offered and pre-paid fees are refunded. Net revenue generated is used to enhance athletic and music programs at SCPA. The success of each camp is measured by parent/student feedback as well as the coach assessment and continued enrollment in future years.
Drivers Education Classes	St. Croix Prep contracts with Safeway Driving School. The classes are held at St. Croix Prep; and the enrollment process is conducted via SCPA. SCPA pays Safeway only for the students enrolled. The program is managed by the Upper School Office Manager. To cover the administrative cost of offering the program, the participation fee is set at \$45 above the cost per student charged by Safeway. Success and effectiveness of this program are evaluated by informal parent/student feedback and an informal post-class assessment by the program manager.



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ST. CROIX PREPARATORY ACADEMY ACADEMIC & NON-ACADEMIC OUTCOMES AND GOALS

The School agrees to the following outcomes:

Goal 1: State Assessments (50% weight)

Sub Goal 1.1: Absolute Proficiency

- At the conclusion of FY2029, the School's third-grade reading proficiency rate will be no less than 26 percentage points higher than the state-average reading proficiency rate for all third-grade students.
- All School: Each year through FY2029, the school-wide proficiency rate will be no less than 25 percentage points higher than the state proficiency rate for all students in math and no less than 25 percentage points higher than the state proficiency rate for all students in reading.

Sub Goal 1.2: Comparative Proficiency

Each year through FY2029, the School-wide proficiency rates compared to Stillwater school district proficiency rate will be no less than 15 percentage points in math, 20 percentage points in reading, and 20 percentage points in science. The School-wide proficiency rates will exceed either Edina, Orono, or Wayzata school districts for each reading, math, and science.

Sub Goal 1.3: Growth

Each year through FY2029, as published by the Minnesota Department of Education in its NorthStar Accountability system for each reading and math, the School's percentage of all students who maintained or improved achievement levels of Partially-Meets or higher will exceed the state-average.

Sub Goal 1.4: Achievement Gap Reduction

- *Comprehensive Achievement and Civic Readiness Target: All racial and economic achievement gaps between students are closed.*

Each year through FY2029, for both reading and math, the proficiency rate for each racial or economic student group for which the School had publicly-reportable/sufficient counts, will exceed state proficiency rates for each student group by no less than 30 percentage points.

- English-Learners: Each year through FY2029 for which the School had publicly-reportable/sufficient counts on English-Learner students: on the statewide ACCESS for ELL assessments, the School's English Learners will average higher progress towards target than the statewide average, and the School's percentage of English Learners who met or exceeded their targets will exceed the statewide average.

Goal 2: Nationally Normed Assessments (10% weight)

Comprehensive Achievement and Civic Readiness Target: All students are ready for career and college.

Sub Goal 2.1: Middle School (Grades 5-8)

Each year through FY2029, the School will administer a nationally-normed assessment in at least two grades, and more than 50% of the students taking the assessment will exceed the national average for their respective grade. The School will determine an appropriate nationally normed assessment and appropriate measurement goals for the duration of the charter agreement.

Sub Goal 2.2: Secondary

- Each year through FY2029 a minimum of 90% of graduating students will have taken either the ACT or SAT, and a minimum of 75% of those students will exceed the most recent publicly-available applicable state average score.
- Each year through FY2029 a minimum of 60% of high school students (grades 9-12) will have completed an Advanced Placement (AP) class, based on school records.
- Each year through FY2029 a minimum of 60% of Upper School students (grades 9-12) will have taken an Advanced Placement test and at least 75% of the students will achieve a minimum score of 3, based on school records.

Goal 3: Ready for School (10% weight)

Comprehensive Achievement and Civic Readiness Target: All students are ready for school.

Each year through FY2029, 95% of all the School's kindergarten students continuously enrolled since the first day of school will be able to:

- Generate all sounds of the first 26 phonograms (letters a-z) by the end of Quarter 2
- Count to 32 by December 15th
- Identify all 26 upper and lower case letters by May 15

Goal 4: Graduation (10% weight)

Comprehensive Achievement and Civic Readiness Target: All students graduate from high school.

Each year, a minimum of 90% of 12th grade students will graduate.

Goal 5: Attendance (10% weight)

Each year through FY2029, the School will achieve a higher rate of consistent attendance than the state average. Consistent Attendance means students who attend more than 90 percent of the time the student is enrolled.

Goal 6: Lifelong Learners (10% weight)

Comprehensive Achievement and Civic Readiness Target: Prepare students to be lifelong learners.

Each year through FY2029 and based on School records:

1. At least 90% of seniors will be accepted into a post-secondary institution.
2. At least 90% of Upper School students (grades 9-12) will complete their service hour requirements: 10 hours/year in grades 9/10/11, and 20 hours in grade 12.

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ST. CROIX PREPARATORY ACADEMY ADMISSION AND LOTTERY PROCEDURES

Policy Statement: Admission to St. Croix Preparatory Academy is open to all students, without regard to ability, race, religion, or any other factors, other than the capacity of the program, class, grade level, or building.

Board Establishes Open Enrollment Period

Each school year, the Board establishes the open enrollment period applicable to the following school year's admission and publishes this information to the school community (e.g. enrolled families and staff) and local community.

Notice to Currently Enrolled Students

Prior to the open enrollment period, the School asks families of currently enrolled students to complete an "Intent to Return" form, regarding their plans of returning to the School for the following year's enrollment. This form is not binding, as all existing students have the right to return to the School regardless of whether or not or how the Intent to Return form is completed. The School uses the responses to provide assistance with the School's planning and management.

Application Processing

The School allows for on-line or paper enrollment application for potential students. All applications are date and time stamped. The applications are made available on the first day of the open enrollment period.

All applications received during the open enrollment period are automatically accepted for enrollment unless more applications are received than the maximum grade enrollment established by the Board. In this situation, all submitted applications for that grade will move to the lottery process, except for siblings of enrolled students, foster children of parents of currently admitted students, and children of staff employed by the School. As noted below, in the situation where it arises, siblings, foster children of parents of currently admitted students, and children of licensed teachers will move to their own separate lottery process.

Siblings of Admitted Students ("Siblings") and Foster Children of Parents of Currently Admitted Students ("Foster Siblings")

Siblings and Foster Siblings of already enrolled students, who have submitted an application before the expiration of the open enrollment period will be automatically enrolled unless the combined number of Siblings and Foster Siblings exceeds the available seats within the grade. If the combined number of Siblings and Foster Siblings exceeds available enrollment in any grade, a Sibling and Foster Sibling lottery will be conducted for each such grade. Sibling and Foster Siblings are admitted to the School in the order in which they are drawn in the lottery. If grade enrollment is filled by Siblings and/or Foster Siblings, the Sibling and Foster Sibling lottery continues and a Sibling and Foster Sibling wait list is established. The Sibling and Foster Sibling wait list has preference over the general waiting list.

Children of Employees of St. Croix Preparatory Academy

Children of employees of the School, who have submitted an application before the expiration of the open enrollment period will be automatically enrolled automatically unless the number of Children of employees exceeds the available seats within the grade. If the number of children of employees exceeds the number of available seats in the grade, an employee-children lottery will be conducted. Children of employees are admitted to the school in the order in which they are drawn in the lottery. If all available enrollment in a grade is filled by children of employees, the



employee-children lottery continues to establish a employee-children wait list for each such grade. This wait list has preference over the Sibling/Foster Sibling wait list and the general waiting list.

General Lottery

If the number of applications received during the open enrollment period exceeds the number of available seats in any grade (and after children of employees at the School are already admitted or establish an employee-children wait list; and after Siblings and Foster Siblings of enrolled students are already admitted or establish a Sibling and Foster Sibling wait list; the School will conduct a general lottery. All applications for such grade (excluding applications from children of employees of the School and Siblings and Foster Siblings of already enrolled students which were previously admitted/subject to employee-children and/or Sibling and Foster Sibling lottery) received during the enrollment period will be included in the lottery. Students are admitted to the School in the order in which they are drawn in the lottery, as long as there is available space in applicable grade(s). If all available spaces in a grade is filled, the lottery continues to establish a general wait list for each such grade. If a student is selected through the general lottery and the student has siblings in other grades, also subject to the lottery, those siblings are automatically enrolled as long as seats are available in that grade.

Applications Received After the Open Enrollment Period Expires

Applications received after the open enrollment period expires are automatically accepted for enrollment if there are available seats in that grade. If there are no available seats in the grade, applications received after the open enrollment period expires are added to the waiting list for that grade, in the order received.

Random Selection

The School conducts all lotteries through a method of random selection.

Informational Meetings

The School provides Informational Meetings during the open enrollment period and throughout the year. This allows all interested families and community members to learn about the history, mission, philosophy, and educational objectives of the School.

General Admission and Lottery Procedures

Order of Admission: Siblings and Foster Siblings of Admitted Students, Children of Employees, then General Admissions.

No Waiting List Carry Over from Year to Year: Waiting lists do not carry forward from year to year. Each open enrollment period is considered a different year. Lotteries and waiting lists are reestablished for employees-children, siblings and foster siblings, and general admissions.

Multiple Births (e.g. twins, triplets, etc.). Each student completes a separate application. In a lottery situation, each student receives an individual number/lot in the lottery.



ST. CROIX PREPARATORY ACADEMY GOVERNANCE AND MANAGEMENT PLAN

The School is governed by a School Board elected in accordance with its bylaws. The School Board consists of parents, faculty, and community members elected by the School community.

The School Board follows the Carver governance model which is designed to empower board of directors to fulfill their obligations of accountability, delegate operational responsibility with clarity, oversee management's responsibility without interfering, and rigorously evaluate the School's accomplishments. The School Board demands accomplishment of purpose and limits the staff only to those means which do not violate the Board's standards of prudence and ethics.

The School Board decides and oversees matters relating to operations of the School including, but not limited to, budgeting, curriculum, personnel, and operating procedures. The School Board delegates to the Executive Director and CFO/COO implementation of the operational decisions made by the School Board and the day-to-day management of the School to the Executive Director and CFO/COO. The Executive Director and CFO/COO is supervised and reviewed by the Executive Committee of the Board. The Executive Director and CFO/COO may hire additional individuals to assist in the day-to-day management of the School.

The School Board employs necessary teachers, as defined by Minn. Stat. 122A.06, Subd. 2, who hold valid licenses to perform the particular service for which they are employed at the School. Teachers employed at the School are treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

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

The School Board adopts personnel evaluation policies and practices comply with Minn. Stat. 124E.03 and 124E.12. All School employees are "at-will" employees. The School Board delegates the review and potential discharge of all staff to the employees responsible for the management and day-to-day operations of the School.

The School Board adopts a policy, plan, budget and process consistent with Minn. Stat. 120B.11 to review curriculum, instruction, student achievement, and strive for the world's best workforce.

The School Board implements a governance plan whereby it regularly, but no less than annually, evaluates:

Academics – whether the School is improving student achievement;

Finances – whether the School is fiscally sound; and maintaining its minimum fund balance requirements (20-22%);

Operations – whether the School is well-managed and legally compliant

Strategic Plan – whether the School is adhering to its strategic plan for continuous academic improvement, succession planning, and potential growth/replication.



ST. CROIX PREPARATORY ACADEMY ADMINISTRATION AND OPERATIONS PLAN

Executive Director:

The School Board hires an Executive Director who manages day-to-day operations of the School. Responsibilities include:

- Implementing the mission and philosophy of the School;
- Maintaining the academic integrity of the School;
- Managing the operations of the School, faculty, and staff;
- Ensuring the curriculum furthers the mission of the School;
- Ensuring the educational leaders (principals/directors) observe the classrooms and coach the teachers;
- Maintain a school culture that aligns with the mission and philosophy of the School

The Executive Director is an intellectual and leader, ensures the culture and mission of the School are clear to all stakeholders, and continues in the development of the school's culture for future success. The Executive Director reports to the Board.

Chief Financial Officer/Chief Operating Officer

The School Board and Executive Director hires a Chief Financial Officer/Chief Operating Officer who manages the fiscal matters and day-to-day operations of the School. Responsibilities include establishing the School's financial policies, leading financial administration matters, setting overall School and division business plans, establishing the overall School and division budget, and reporting all relevant financial matters to the Board on a regular basis.

Principals and Directors

The Executive Director hires the following Principals and Directors: Lower School (K-4) Principal, Middle School (5-8) Principal, Upper School Principal (9-12), Student Services (Special Education, 504) Director, Activities Director, Facilities Director, Technology Director, and Human Resources Director.

The Principals, Student Services Director, and Activities Director's responsibilities include serving as an educational leader, implementing the mission and philosophy of the School, managing policies and procedures to ensure a safe and efficient learning environment, managing the daily operations of the division, observing and coaching faculty, establishing a School culture that aligns with the mission and philosophy of the School, and effectively communicating with the constituents of the School.

Other Directors' responsibilities include managing the day-to-day operations of their division, providing an educational and work environment which aligns with the mission, philosophy, and culture of the School, effectively communicating with the constituents of the School, and complying with appropriate legal and safety requirements.

Additional Administrative Personnel

The Executive Director and Chief Financial Officer/Chief Operating Officer may hire and establish responsibilities for additional administrative personnel to assist in the management and operations of the School.

Faculty

The faculty teaches the curriculum as set forth and approved by the Executive Director and the Board of Directors. Multiple classes in any grade will follow the same curriculum map to ensure consistency (e.g. academic, grading, expectations, etc.) from class to class. Any deviation from the approved curriculum must be approved by the Executive Director and the Board. The faculty reports to the Principals/Directors.

Service Provider / Management Organization

The School will not retain a third-party provider or management organization for comprehensive school management or operations services.



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ST. CROIX PREPARATORY ACADEMY FINANCIAL MANAGEMENT PLAN

The School Board is trained in financial oversight. When appropriate, the School Board, CFO/COO, and Finance Committee receive additional training to ensure comprehensive understanding of charter school finance and oversight.

The School Board and Chief Financial Officer/Chief Operating Officer monitor and evaluate the School's recordkeeping, controls, financial position, fund balance, and adherence to bond covenants. Specifically,

The Board Treasurer or CFO/COO reports at Board meetings regarding the School's financial position, including current and forecast positions, and makes related recommendations.

The Board Treasurer or CFO/COO reports at Board meetings regarding all disbursements, cash flow, balance sheet/income statement, financial controls, and additional relevant financial data.

The Board Treasurer and/or CFO/COO and Executive Director meet regularly to monitor school finances. Significant developments that adversely impact the School are immediately brought to the School Board.

The CFO/COO complies with all statutory reporting requirements, inquiries from bondholders, and conducts the annual S&P review and investor call.

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



Statement of Assurances

I understand that the primary purpose of a charter school is to improve the learning, achievement, and success of all students. I further understand that the charter school board decides and is responsible for all policy matters related to the operation of the charter school, including budgeting, curriculum programming, personnel, and operating procedures. In furtherance of the school's purpose and the board's responsibility, I make the following assurances:

I. ACHIEVEMENT DATA

- I assure that this school will establish baseline data for all students and routinely evaluate student achievement with state and national standardized tests on at least an annual basis, and that the board will evaluate student achievement and post-secondary and workforce readiness on at least an annual basis.

II. ADMISSION

- I assure that the school's admission process will not discriminate against anyone regarding race, gender, national origin, color, ability level, age (except that minimum age requirements may be established as allowed by law), or religion, and that the school will not admit students based on race, gender, national origin, color, ability level, age (except that minimum age requirements may be established as allowed by law), or religion.
- I assure that the school will admit students on the basis of an annual lottery if more students apply than can be accommodated in the class, program, grade-level, or building.
- I assure that the school will not admit students based on religious preference.
- I assure that the school's admission process will comply with Minn. Stat. Ch. 124E.

III. ANNUAL REPORT

- I assure that the school will publish an annual report as required by Minn. Stat. 124E.16.

IV. BOARD GOVERNANCE

- I assure that all board members will receive training annually.
- I assure that the board will at all times be comprised of at least five voting members of which at least one is a Minnesota-licensed teacher employed at the school in accordance with Minn. Stat. 124E.07 subd. 3(b), at least one is a parent or guardian of a student currently enrolled at the school, and at least one is a community member who resides in Minnesota and neither is employed by the school nor is a parent or guardian of a student enrolled at the school.
- I assure that the board will decide and be responsible for all policy matters related to the operation of the school, including budgeting, curriculum programming, personnel, and operating procedures.
- I assure that each new board member will execute these Statement of Assurances.

V. CHARTER CONTRACT

- I assure that I have reviewed the school's charter contract.

VI. COMPLIANCE WITH ALL APPLICABLE LAWS

- I assure the school will comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to the school.

VII. CONFLICTS OF INTEREST

- I assure that the school will avoid apparent and actual conflicts of interest when administering grants and entering into contracts for equipment and services.
- I assure that the school will comply with conflict of interest provisions identified in Minn. Stat. Ch. 124E, including 124E.07 and 124E.14.

VIII. CRIMINAL BACKGROUND CHECKS

- I assure that this school will conduct criminal background checks of all employees and board members and will maintain records of those checks.

IX. DATA PRACTICES

- I assure that the school board will comply with data privacy requirements regarding all students including those with disabilities, that the school will securely store student records that separates special education files from cumulative files and that is under the supervision of the school's administrator or a designee, and that mandatory staff training will be provided for Data Privacy.
- I assure that the school will follow state data practices law and will maintain a board-adopted data practices policy that includes the staff's ability to report unethical or fraudulent actions, and that the school board will regularly attend training that includes state data practices requirements.

X. DISCIPLINE POLICY AND PUPIL FAIR DISMISSAL ACT

- I assure that the school will implement a discipline policy that is in compliance with the Pupil Fair Dismissal Act and that provides protection of the rights of students with disabilities.

XI. DISSEMINATION

- I assure that the school will regularly disseminate information about its offerings and enrollment procedures to families that reflect the diversity of Minnesota's population and targeted groups. Targeted groups include low-income families and communities, students of color, students who are at risk of academic failure, and students underrepresented in the school's student body relative to Minnesota's population.
- I assure that the school will document its dissemination activities in the school's annual report.

XII. ELECTRONIC COMMUNICATIONS

- I assure that the school will subscribe to and maintain current contact information to electronically share with and receive information from the Minnesota Department of Education.

XIII. DATA REPORTING SYSTEM (SEDRA)

- I assure that this school will designate a person to be assigned and trained to submit data electronically in the Special Education Data Reporting Application (SEDRA), as required by the Minnesota Department of Education.

XIV. EQUAL OPPORTUNITY IN SCHOOL PROGRAMS

- I assure that this school will provide equal opportunities and equal access to school programs, including extra-curricular activities such as athletics and clubs.

XV. FACILITY REQUIREMENTS

- I assure that this school will comply with all building inspection, fire marshal requirements, certificate of occupancy requirements, will meet all health and safety codes, and that the school will continually be handicap-accessible as required by Section 504 of the Americans with Disabilities Act.

XVI. FILING WITH THE STATE

- I assure that this school will maintain current/active filings with the Secretary of State's Office as a nonprofit under Chapter 317A.

XVII. FOOD SERVICE

I assure that food served at the school will satisfy applicable health and safety requirements, provide equal accommodations to all religions, and otherwise comply with Minn. Stat. Ch. 124E.

XVIII. FINANCIAL REPORTING (UFARS AND GAAP) REQUIREMENTS

- I assure that this school will comply with both the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) and Generally Accepted Accounting Practices (GAAP); and that this school will comply with all financial reporting requirements.
- I assure that the school will use only state-approved accounting and reporting software.

XIX. HIRING AND EMPLOYMENT PRACTICES

- I assure that the school will comply with Minn. Stat. §363A.08, will use and maintain open and fair employment practices, advertise for all employment openings, and maintain a record of these advertisements.
- I assure that all teaching staff will be licensed as required by law unless a waiver or variance is obtained in advance of actual employment.
- I assure that the board will establish qualifications for administrative, academic supervision, and instructional leadership positions, including at least a minimum of a four-year degree from an accredited institution or equivalent experience, and additional qualifications – as appropriate for the specific position -- in instruction and assessment; curriculum design; human resources and personnel management; professional ethics; child development; financial management; legal and compliance management; special education oversight; contract management; effective communication; cultural competency; board; and authorizer relationships; parent relationships; and community partnerships; and will use those qualifications as a basis for job descriptions, hiring process, and performance evaluations of the charter school director/chief administrator, and that the charter school director/chief administrator shall use those qualifications as the basis for the job descriptions, hiring, and performance reviews for the administrative staff,

academic program supervisors, and instructional leaders who report to the charter school director/chief administrator.

- I assure that the board will develop professional development plans for unlicensed staff serving as a charter school director/chief administrator.

XX. MINNESOTA'S ACADEMIC STANDARDS

- I assure that this school will implements Minnesota's Academic Standards, as they may change from time to time, as minimum academic requirements.

XXI. MINNESOTA'S ACCOUNTABILITY SYSTEM REQUIREMENTS

- I assure that this school will comply with all elements of Minnesota's State Accountability System Requirements under the federal Every Student Succeeds Act (ESSA). I understand that the school is expected to improve the learning, achievement, and success of all students, meet or exceed the expectations adopted by the Commissioner of Education for public schools, and that the school will be held accountable for these outcomes as well as performance outcomes in the charter contract.

XXII. POLICIES AND PROCEDURES

- I assure that this school will implement written procurement procedures in accordance with federal and state law and conduct all procurement transactions in a manner that provides open and free competition.
- I assure that the school will maintain property inventory records of all equipment, assets, and non-consumable items.
- I assure that the school will adopt and implement a religious accommodation policy that accords equal treatment of access to all religions.
- I assure that if the school allows religious or other activities on school property during non-instructional hours that there will be a board-adopted policy in place allowing equal access to all groups and that such access otherwise complies with Minn. Stat. Ch. 124E.
- I assure that the board will adopt all policies and practices which are required by law.

XXIII. PROGRAM EVALUATION

- I assure that the board will evaluate the school's program on at least an annual basis.
- I assure that the school will provide annually to its authorizer and the Minnesota Department Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving its goals and academic outcomes, including data, evaluations or studies, and that the school will comply with all such requests for information.
- I assure that the school will cooperate with the authorizer and the Minnesota Department of Education in evaluating the school's program.

XXIV. PUBLIC SCHOOL

- I assure that this school will operate as a public school that:
 - operates in accordance with Minn. Stat. Ch. 124E and other applicable law;
 - is created as a public school, and is operated under public supervision and direction;
 - operates in pursuit of a specific set of educational objectives agreed to between the school and its authorizer with the purpose of improving the learning, achievement, and success of all students;
 - provides a program of elementary or secondary education, or both;

- is nonsectarian in its programs, admissions policies, employment practices, dress code requirements and all other operations, and is not affiliated with a sectarian school or religious institution; and
 - if leasing from a sectarian organization, the school will maintain procedures to screen its students from any involvement with or exposure to any of the sectarian organization's religious activities occurring on school property during the school day or during school-sponsored events;
 - will maintain a board-adopted religious accommodation policy that accords equal treatment of and access to all religions;
 - will not impose any sectarian-based restrictions on food consumed on school premises and will maintain equal accommodations for all religions;
 - does not involve itself in religious activities, including recruiting employees, parents or volunteers for such activities;
 - has a neutral dress code or uniform policy that does not promote a particular religion or religious custom and that the school will not, through its dress code or uniform policy, restrict opportunity to participate in school activities;
- maintains a board-adopted policy allowing equal access to the use of the school's facilities and such access otherwise complies with Minn. Stat. Ch. 124E.
- complies with the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act;
- agrees to comply with the same federal and state audit requirements as do other elementary schools and secondary schools in the state;
- meets all applicable federal, state and local health and safety requirements;
- operates in accordance with federal and state law; and
- has a written performance contract with the authorizer that includes a description of how student performance will be measured in the school with respect to state assessments that are required of other public schools and pursuant to any other assessments mutually agreeable to the authorizer and the charter school.

XXV.PUBLIC SCHOOL FEE LAW

- I assure that this school will comply with the Minnesota Public School Fee Law, Minn. Stat. 123B.34 to 123B.39.

XXVI.REQUIRED STATE REPORTING FOR STUDENTS AND STAFF (MARSS AND STARS)

- I assure that this school will have a person assigned and trained to submit data on the Minnesota Automated Reporting Student System (MARSS) and Staff Automated Reporting System (STARS), as required by the Minnesota Department of Education.

XXVII.SPECIAL EDUCATION

- I assure that this school will contract or employ an appropriately licensed special education director, will adhere to all applicable requirements in serving special education students in Minnesota and will comply with all federal and state special education laws.
- I assure that this school will involve parents of students with disabilities on an advisory council.
- I assure that this school will develop a service delivery model that provides a full continuum of special education services.

- I assure that this school will determine who will provide transportation for students who have 504 plans or IEPs in which transportation is determined necessary by the 504 plan or IEP team.
- I assure that this school will order necessary supplies, equipment and instructional materials appropriate to meet the needs of individual students with disabilities as they appear.
- I assure that this school will meet its Child Find obligation, in part, by including information about special education service in its marketing materials, handbooks, etc. The school will establish and implement procedures for identification of students currently qualifying for special education services and/or those who may have a disability; and for reviewing student data and determining the need to assess/reassess student needs.
- I assure that this school will have procedures for obtaining information from parents and/or previous school on student's special education or 504 Accommodation Plan.

XXVIII.TORT AND LIABILITY INSURANCE

- I assure that this school will assume appropriate tort liability and will have at all times the minimum insurance required by Minn. Stat. Ch. 124E.

XXIX.TRANSPORTATION OF STUDENTS

- I assure that annual written notice of this school's intentions for transportation of students will be provided as required to the resident district and the Minnesota Department of Education.

XXX.TUITION FREE

- I assure that this school will not charge tuition for its instructional or co-curricular programs except as allowed by Minn. Stat. 123B.34 to 123B.39.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of St. Croix Preparatory Academy (name of School), and
- that the board is responsible for ensuring compliance with all federal and state laws applicable to charter schools, including the expectations contained in the preceding assurances.

Signature

Date

Print Name: _____

Phone Number: _____

Email Address _____

Friends of Education

Charter School Closing Checklist & Plan

IMPORTANT: THIS DOCUMENT IS NOT AN EXCLUSIVE LIST OF ALL ACTIONS NECESSARY TO CLOSE A SCHOOL AND IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

CHARTER SCHOOLS SHOULD CONSULT WITH LEGAL COUNSEL.

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
FRIENDS OF EDUCATION RESPONSIBILITIES					
	Involuntary Closure: <ul style="list-style-type: none"> <input type="checkbox"/> Frequently Asked Questions. Create Q & A including summary of closure process, summary of transition steps, etc. <input type="checkbox"/> Notice of Final Determination. Provide notice to school and Minnesota Department of Education. <input type="checkbox"/> Press Release. Issue press release which includes brief history of school, closure process, reason(s) for closure, and identifies press point person. <input type="checkbox"/> Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer. <input type="checkbox"/> Offer assistance as appropriate to school board. <input type="checkbox"/> Updates. Request periodic updates of closure progress. <input type="checkbox"/> Request file log (identifying file name, date transferred, school transferred). <input type="checkbox"/> Confirm that the closure plan and financial information about the school's liabilities and assets are submitted to MDE. 				
	Voluntary Closure: <ul style="list-style-type: none"> <input type="checkbox"/> Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer. <input type="checkbox"/> Offer assistance as appropriate to school board. <input type="checkbox"/> Updates. Request periodic updates of closure progress. <input type="checkbox"/> Request file log (identifying file name, date transferred, school transferred). <input type="checkbox"/> Confirm that the closure plan and financial information about the school's liabilities and assets are submitted to MDE. 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
CHARTER SCHOOL RESPONSIBILITIES					
Organizational					
1	Establish School Board Committee for wind-up / transistion <ul style="list-style-type: none"> <input type="checkbox"/> Designate School contact person(s) to send and receive communications <input type="checkbox"/> Assign tasks/action items to employees or School Board members; <input type="checkbox"/> Provide contact information, and list of employees / School Board members and correspondent responsibilities to Friends of Education 				
2	Terminate Contracts /Cancel Programs Beyond Termination Date Take appropriate action to terminate any contracts or cancel any programs extending beyond the charter termination.				
3	Reserve Funds Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting, and other expenses to dissolve the school.				
4	Maintain Communications and Identifiable Location Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location <i>with operational telephone service with voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved.</i>				
5	Designation of Records Custodian <ul style="list-style-type: none"> <input type="checkbox"/> The school must designate a contact person for student and financial records, 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>for two years after closure.</p> <p><input type="checkbox"/> Provide Friends of Education with a copy of the notice.</p>				
Notifications and Further Actions					
6	<p>Notification to Parents/Guardians</p> <p>Notify parents/guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Date of the last day of regular instruction; <input type="checkbox"/> Information and offer assistance sufficient to enable the student to re-enroll in another school. <input type="checkbox"/> List of and contact information for the charter, public and private schools in the area. <input type="checkbox"/> Date of optional school fair, coordinated by the School with representatives of area schools. <input type="checkbox"/> Provide Friends of Education with a copy of the notice. 				
7	<p>Final Report Cards and Student Records Notice</p> <p>Within 7 days after end of classes, provide parents / guardians with copies of final report cards and notice of where student records will be sent and specific contact information.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the School's district of location to have the student's educational records transferred to the new school. <input type="checkbox"/> Student records sent to the student's new school upon the new school's request. <input type="checkbox"/> After the school closes, and unless the student's records are requested by another school, the remaining student records will be sent to each student's school district of residence. 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<input type="checkbox"/> Provide Friends of Education with a copy of the notice.				
8	<p>Transfer of Student Records and Testing Material</p> <p>If the parents do not request transfer of records to a specific school, student records must be sent to the student's resident district.</p> <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings /progress reports.</p> <p>Testing material, including scores, test booklets, etc. required to be maintained by the School and must also be forwarded to the new school.</p> <p>No later than 10 business days after the School closes, send student records to the new school, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individualized Education Programs (IEPs) and all records regarding special education and supplemental services, where applicable, <input type="checkbox"/> student health / immunization records; <input type="checkbox"/> attendance records; <input type="checkbox"/> grades; <input type="checkbox"/> assessments/testing information; <input type="checkbox"/> credits earned; <input type="checkbox"/> MARSS numbers, and <input type="checkbox"/> all other student records. <input type="checkbox"/> If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. NOTE: THIS REQUIRES AN INDIVIDUAL / FILE BY FILE REVIEW. <input type="checkbox"/> To the extent that scores, etc. will come into existence after the end of classes, arrangements should be made with the testing agent to forward such material to the new school. 				
9	<p>Notification to School Districts/Area Schools</p> <p>Notify resident school district and area schools that:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The school is closing on (date). 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> They will be getting students. <input type="checkbox"/> Provide a phone number/contact person to call for records. <input type="checkbox"/> If applicable, notification regarding cessation and transportation services should be provided. <input type="checkbox"/> Provide Friends of Education with a copy of the notice. 				
10	<p>Notification of Funding Sources / Charitable Partners</p> <p>All sources of the School's operational funding must be notified in writing of the closure of the School, including any charitable partners.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The School should not incur additional liability; however, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure. <input type="checkbox"/> Charities with property on the premises of the School should be notified to remove same as soon as possible or after end of classes, whichever is appropriate. 				
11	<p>Notification of Contractors and Termination of Contracts</p> <p>Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property is related to the contract (e.g. photocopier lease).</p> <ul style="list-style-type: none"> <input type="checkbox"/> Notify the contractors regarding cessation of school operations. <input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. <input type="checkbox"/> Provide Friends of Education with a copy of such notice. <input type="checkbox"/> Retain records of past contracts with proof that they were fully paid. (see Records Retention, below) <input type="checkbox"/> Telephone, gas, electric, water, insurance (premises and D&O insurance, should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time. <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
12	Notify MDE/Schedule State Audit Notify Minnesota Department of Education and schedule MDE audit, as applicable.				
13	Notification of Employees and Benefit Providers After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including: <ul style="list-style-type: none"> <input type="checkbox"/> health care / health insurance; <input type="checkbox"/> life Insurance; <input type="checkbox"/> dental plans; <input type="checkbox"/> eyeglass plans; <input type="checkbox"/> cafeteria plans; <input type="checkbox"/> teacher retirement plans; and <input type="checkbox"/> other. Specific rules and regulations may apply to such programs - Consult legal counsel. Employees should be notified of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.				
14	Notification re: Transportation Services As required by the contractual notice requirements, cancel school district or private transportation services.				
15	Notification Regarding Lawsuits				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>Within 5 days after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify Friends of Education and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Friends of Education informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>				
Assets, Insurance, Liquidation					
16	<p>Withholding</p> <p><input type="checkbox"/> Pay Federal withholding tax.</p> <p><input type="checkbox"/> Pay State withholding tax.</p>				
17	<p>Payroll</p> <p><input type="checkbox"/> Pay Staff through last day of employment.</p>				
18	<p>List of Creditors and Debtors; UCC Search</p> <p><input type="checkbox"/> Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. This list is not the same as the contractor list, above, but may include contractors, which should be listed.</p> <p><input type="checkbox"/> Perform a UCC search to determine if there are any secured creditors and to what assets security interests are attached.</p> <p><input type="checkbox"/> Provide a copy of the list of creditors to the Friends of Education with the amount owed to each creditor thereon and the amount owed by each debtor.</p>				
19	<p>Notification to Creditors</p> <p>Notify all creditors of its closure.</p> <p>The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>the School's calculation of the debt and be reconciled between the parties.</p> <p>To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible. Consult Legal Counsel.</p>				
20	<p>Notification to Debtors</p> <p>Within thirty (30) days the School must contact all debtors and demand payment. Debtors include persons who owe the school fees or credits, lessees or sub-lessees of the School, and any person holding property of the School.</p>				
21	<p>Reconciliation with District(s)</p> <p>The School must reconcile its billings and payments with the districts, including special education payments.</p>				
22	<p>School Wind-Up Plan and Action</p> <p>The School shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of trustees. Priority should be given to continuing the School's educational program through the end of the charter termination and retaining funds to complete the wind-up process.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The initial plan should be adopted within 20 days of and be updated at least twice per month. <input type="checkbox"/> Termination of non-essential personnel and cancellation of non-essential services prior to end of classes. <input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). <input type="checkbox"/> Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. <input type="checkbox"/> Liquidation or closing of bank accounts according to a schedule that 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and for dissolution in accordance with Minn. Stat. Ch. 124E.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cancellation of corporate credit cards and lines of credit. <input type="checkbox"/> Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. <input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to the Friends of Education through Interim Statements and a Final Statement (below). 				
23	<p>Protection of Assets; Insurance</p> <p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. <input type="checkbox"/> Continue existing insurance for School Facility, and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of other assets are sold, respectively. <input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – landlord, mortgagors; bond holders, etc., if possible. <input type="checkbox"/> Appropriate security services should be obtained or maintained. <input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility. 				
24	<p>D&O Insurance</p> <p>Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School.</p>				
25	<p>Inventory</p> <p>No later than 30 days prior to end of classes, <u>all</u> of the School's assets must be inventoried and/or its inventory updated.</p> <ul style="list-style-type: none"> <input type="checkbox"/> All assets of the School, (not just assets over a certain dollar value) must be 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>inventoried.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Separately identify assets purchased with federal grant funds. <input type="checkbox"/> Provide Friends of Education with a copy of the inventory. <input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, sponsoring foundation, vendors, PTA, etc.), including those borrowed or loaned. <input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. <input type="checkbox"/> Return assets not belonging to School and document same. 				
26	<p>Liquidation of Assets</p> <ul style="list-style-type: none"> <input type="checkbox"/> Federally purchased property may not be sold to pay creditors and, according to specific program guidance, must either be returned to the awarding agency or distributed for similar use to another eligible entity. Assets purchased with federal grant funds may be given to other charter schools. <input type="checkbox"/> Assets not purchased with federal grant funds must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest the secured party should be contacted. <input type="checkbox"/> Assets valued at \$100,000+ must be advertised and disposed via sealed bid. <input type="checkbox"/> Assets valued between \$25,000 - \$100,000 must obtain at least two bids before disposition. <p>School Board members and their relatives as well as employees and students of the School may participate in any auction/sealed bidding process provided the party has disclosed his/her relationship to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p> <p><i>School board members, their relatives, employees and students of the school may not purchase school assets other than through auction or sealed bid.</i></p>				
27	<p>Interim/Final Statements</p> <p>No later than 10 days after end of classes, prepare, and submit to the Friends of Education, an interim statement to Friends of Education, of the status of all contracts and other obligations of the School and all funds, including principal</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and <input type="checkbox"/> all amounts owed to the School by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and <input type="checkbox"/> all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements at 30 day intervals until the final statement (below) is prepared and submitted.</p>				
28	<p>Final Statement</p> <p>No later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare a final statement of the status of all contracts and other obligations of the School, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and <input type="checkbox"/> each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and <input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and <input type="checkbox"/> each remaining debtor of the School and the amounts owed by each debtor, including principal and accrued interest. <input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below). 				
Corporate Records / Accounting					

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
29	Final Financial External Audit The School must have an external audit performed in accordance with Applicable law. <input type="checkbox"/> File as requested by Minn. Stat 124E				
30	Charter Reports; Final Annual Report During the course of the wind-up process, the School must comply with its reporting or notice obligations under the charter (including, but not limited to, resignations of Board members, etc.), and its reporting and notice obligations.				
31	Closeout of State and Federal Grants State, federal and other grants must be closed out, including: <input type="checkbox"/> Notification to the grant entity of the School closure; and <input type="checkbox"/> Filing of any required expenditure reports or receipts and any required program reports.				
32	IRS Status; Reports <input type="checkbox"/> Notification to IRS regarding any address change of the School; and <input type="checkbox"/> Filing of required tax returns or reports (e.g., IRS form 990 and Schedule A) for school year in which school ceases operation. <input type="checkbox"/> Notify the IRS of dissolution of the education corporation and its 501(C) (3) status. <input type="checkbox"/> File final tax returns or reports.				
33	Minnesota Charitable Organization Report <input type="checkbox"/> Notification re: Any change of address <input type="checkbox"/> Filing of return for school year in which school ceases operation. <input type="checkbox"/> File final report.				
34	Corporate Records In all cases, the School Board shall maintain all corporate records related to:				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> Loans, bonds, mortgages and other financing; <input type="checkbox"/> Contracts; <input type="checkbox"/> Leases; <input type="checkbox"/> Assets and asset sales; <input type="checkbox"/> Grants—records relating to federal grants must be kept in accordance with federal regulations, e.g. 2 CFR 200.334 – 200.338. <input type="checkbox"/> Governance (Minutes, by-laws, policies); <input type="checkbox"/> Employees (background checks, personnel files); <input type="checkbox"/> Accounting/audit, taxes and tax status, etc; <input type="checkbox"/> Personnel, <input type="checkbox"/> Employee benefit programs and benefits; and <input type="checkbox"/> Any items listed in this Closure Plan. <p>Any and all records not previously sent to the school district must be retained by a designated school representative.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Notify Friends of Education of name and address where all records not sent to the school district are retained. 				
Dissolution / Final Distribution of Assets					
35	<p>Dissolution</p> <p>The School Board must follow the dissolution provisions provided by Applicable Law.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Board adopts intent to dissolve resolution which includes a plan of dissolution. <input type="checkbox"/> Secure any required affirmation/approvals. <input type="checkbox"/> File notice of intent to dissolve with Minnesota Secretary of State. <input type="checkbox"/> File notice with Minnesota Attorney General’s office. <input type="checkbox"/> Publish notice for unknown creditors and provide written notice to known creditors or provide written notice. <input type="checkbox"/> Distribute Assets <input type="checkbox"/> Board approves Articles of Dissolution and files with Secretary of State and 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	submits copy to Friends of Education.				
36	<p>Final Distribution of Assets</p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools.</p> <ul style="list-style-type: none"> <input type="checkbox"/> An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. <input type="checkbox"/> In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. <i>See</i> 2 CFR 200.0-200.521. 				

[SCHOOL NAME]
STUDENT RECORD TRANSFER LOG

	NAME OF STUDENT LAST, FIRST	MARSS #	WHERE District	WHO Name of Individual	DATE mm/dd/yy
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Continuing Oversight - Accountability

Friends of Education evaluates its charter schools in three primary areas:

1. Academic Performance
2. Fiscal Performance
3. Operations and Legal Compliance Performance

In addition to Friends of Education evaluating the degree to which the school is achieving its charter contract obligations related to academic, fiscal, and operational/legal performance, Friends of Education also evaluates:

1. **Academic Performance:** Is the school improving the learning, achievement, and success of all students?

Academic Performance is evaluated based on multiple criteria:

Commissioner's Expectations for Public Schools: Friends of Education evaluates a school's academic performance in meeting or exceeding expectations established by the Commissioner for public schools.

Absolute Proficiency: Expecting proficiency for each student, Friends of Education evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.

Comparative Proficiency: Expecting each charter school to fulfill its statutory obligation to improve student performance, Friends of Education evaluates how well the charter school performs compared to its resident district, and state average performance and may compare to a nearby district school that the charter school students would otherwise likely attend and other traditional districts.

Growth: Expecting growth for each student, Friends of Education evaluates the growth students achieve on the state and other assessments.

Achievement Gap: Expecting all students to achieve academic success, Friends of Education evaluates the degree to which traditionally underserved students achieve growth and proficiency.

Academic Governance: Friends of Education evaluates the school board's demonstration that it critically evaluates and strategically leads academic performance.

2. **Fiscal Management:** Is the school fiscally sound?

Fiscal Performance is evaluated based on multiple criteria:

Charter Contract Fiscal Obligations. Friends of Education evaluates the degree to which the school is achieving its financial management obligations contained in the charter contract.

External Audit: Friends of Education evaluates external audits and expects its schools to work towards elimination of deficiencies.

Fund Balance: Friends of Education evaluates a school's fiscal health based on its ability to pay unforeseen expenses.

Compliance with State Requirements. Friends of Education considers whether a charter school has complied with state financial management requirements, such as adopting required financial management policies.

Governance: Friends of Education evaluates the school board's demonstration that it pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and requires explanations for out-of-budget spending; receives required board training; and has adequate time to review board materials.

3. Operations and Legal Compliance: Is the school well-managed and legally compliant?

Operations and Legal Compliance is evaluated based on four criteria: Compliance with Applicable Law, Minnesota Department of Education Audit Results, Charter Contract Reporting Obligations, and Leadership.

Charter schools must comply with all applicable laws, such as admissions, teacher licensing, and special education requirements. Friends of Education evaluates the degree to which the school complies with these requirements.

Effective operations and governance are fundamental to a quality charter school. Consequently, Friends of Education evaluates effective operations through attendance at board meetings, review of board meeting minutes, discussions with staff and other stakeholders, MDE audit results, and the adherence to charter requirements.

Friends of Education regularly monitors and evaluates other measures of school performance such as, near-term and long-term fiscal health metrics. These measures inform Friends of Education's oversight but generally are not used in determining charter renewal unless the measures impact charter school obligations contained in the charter contract.



CHARTER SCHOOL RENEWAL EVALUATION



st.croixprep

Name of Charter School:

Name of Authorizer:

Friends of Education (Friends)

Date Current Contract Expires:

June 30, 2025

**Term of Current Contract:
(Charter Contract Section 12.1)**

Five Years

Date of this Report:

_ June 2, 2025

Person to Contact Regarding this Report:

Beth Topoluk

Phone: 952.745.2717

Email: beth.e.topoluk@huntington.com

Article VI of the charter contract between Friends and the school sets forth the fiscal and student metrics and evaluation processes: the school agreed to the academic goals set forth in its application, to comply with reporting requirements, and to provide regular academic and financial reporting to Friends. In addition, contract section 6.7 provides that Friends would perform site visits as an additional evaluation tool, and contract section 6.19 specifies that Friends may contract with third parties to perform oversight functions. Friends has performed oversight functions both with its own staff and with retained third-parties. Consequently, information contained in this report is based on data on file with the Minnesota Department of Education; data on file with the authorizer; site visits performed by Friends and retained third-parties, including educators contracted by Friends to tour the school as potential parents; and board meetings attended by Friends or third parties on behalf of Friends.

Executive Summary

St. Croix Preparatory Academy (SCPA) is in its 21st operating year and serves more than 1,200 students. SCPA has an impressive 36.9%, or \$6.5 million, fund balance. A FY2022 federal program audit revealed a material weakness in internal controls; all other external audits during the contract term reveal no material weaknesses or significant deficiencies. The prompt correction of the material weakness and its elimination in future audits reflects responsive and sound fiscal management.

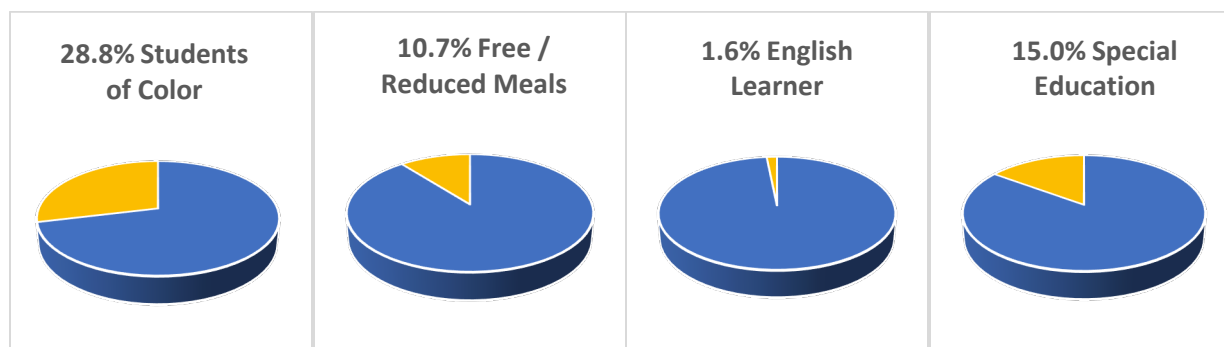
SCPA's academic performance is also strong. The School has achieved an impressive 94.7% of its charter contract academic goals, and SCPA consistently achieves higher reading and math proficiency when compared with its resident district averages and the state, as well as other high-performing traditional districts. The Minnesota Department of Education recognized SCPA as a High-Quality Charter School in 2022. Moreover, the US Department of Education named SCPA a National Blue Ribbon School in 2021. SCPA has also been recognized by SchoolDigger as being the top school district in the state (#1 in 2021, 2022, 2023, and 2024), and by U.S. News & World Report as one of the Best High Schools in Minnesota for 2024(#3). Friends believes these factors warrant a five-year renewal; the maximum allowed by law.

GENERAL INFORMATION

Friends granted a charter to SCPA in 2004 for grades K-12. SCPA opened in the fall of 2004 with grades K-7 and expanded one grade level each year. SCPA had its first graduating class in 2010.

Section 12.1 of the contract between Friends and the School sets forth the term of the contract and specifies that it terminates June 30, 2025. Article X sets forth the revocation and non-renewal provisions. Friends has not issued any notices of concern or notices of intent to revoke/non-renew the contract during the charter contract term.

SCPA serves 1,212 students representing the following demographics:



FY2025 Enrollment Demographics	Total Enrollment	Students of Color	Free / Reduced Meals	English Learner	Special Education
SCPA	1,212	28.8%	10.7%	1.6%	15.0%
Stillwater	8,455	26.3%	20.3%	4.7%	19.4%
Statewide	876,746	39.8%	40.3%	10.4%	19.0%

Source: MDE Enrollment Data

SCPA's enrollment during the contract has been stable:

FY	Enrollment	+/- Change from Prior Year
2021	1204	-0.3%
2022	1189	-1.2%
2023	1213	+2.0%
2024	1202	-0.9%
2025	1212	+0.8%

Friends notes SCPA's building is at capacity, and the school will experience no significant growth. Consequently, slight fluctuations in enrollment as experienced by SCPA are normal.

SCPA's licensed staff to student (ADM) ratio over the contract period has remained generally consistent, within 1.0 ADM over the most recent five years:

FY	Licensed Staff: Student (ADM) Ratio
2020	1 : 15.15
2021	1 : 14.54
2022	1 : 14.32
2023	1 : 14.29
2024	1 : 14.19

Achievement of Purposes

As stated in its contract, SPCA was established to achieve multiple purposes. The primary statutory purpose of the School is to provide an educational program for its students in order to “Improve All Pupil Learning and All Student Achievement”. (Friends notes that, in 2024, the legislature amended the primary purpose to be: improve the learning, achievement, and success of all students.) In order to improve student learning, SCPA implements a classical educational model which has been demonstrated to improve student achievement. Actual achievement of its primary purpose is demonstrated and explained in the Contract Fulfillment-Academic Performance section.

The School's secondary purposes are:

1. Increase Learning Opportunities for All Pupils:

To increase learning opportunities for all pupils, the School implements a college preparatory educational program founded on classical education, which area schools do not offer.

2. Encourage the Use of Different and Innovative Teaching Methods:

The School uses different and innovative teaching methods through its implementation of the classical educational model. Each phase of the model requires different teaching methods:

- Grammar phase: requires teachers to focus on content delivery and each student's accumulation of foundational knowledge.
- Logic phase: requires teachers to initiate the student's understanding of the subject matter through analysis and interaction with the knowledge.
- Rhetoric phase: requires teachers to facilitate and support students in communicating their knowledge and understanding of the subject matter by expressing and discussing a subject or defending and refuting an opinion.

Specific teaching/facilitating skills are available through local and out-sourced professional development and strong professional learning community opportunities.

3. Create New Professional Opportunities for Teachers, including the Opportunity to be Responsible for the Learning Program at the School Site:

The School creates new professional opportunities for teachers by establishing professional training specific to classical education and participating in opportunities provided by other

classical education practitioners. The School creates opportunities for teachers to be responsible for the Learning Program at the School by including teachers on the governing board of the School and including embedded governance training as part of the board experience.

Conclusion: SPCA has implemented its stated purposes; consequently, SCPA has fulfilled its statutory obligation to improve all pupil learning and all student achievement / improve the learning, achievement and success of all students, and to achieve at least one additional statutory purpose.

CONTRACT FULFILLMENT: FINANCIAL PERFORMANCE

Section 6.11 of the contract between Friends and the school requires the school to submit an external audit to Friends by December 15th of each year and to comply with program, financial, and compliance audits conducted by MDE. SCPA filed its external audits by the statutory and contract deadline.

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

FY2021 No material weaknesses in internal controls, no significant deficiencies in financial reporting, and no other deficiencies or legal compliance issues.

FY2022 Material weakness in federal program audit; no significant deficiencies in financial reporting, and no other deficiencies or legal compliance issues.

FY2023 No material weaknesses in internal controls, no significant deficiencies in financial reporting, and no legal compliance issues. One other deficiency: one payment to a vendor was not paid within 35 days of the receipt.

FY2024 No material weaknesses in internal controls, no significant deficiencies in financial reporting, and no other deficiencies or legal compliance issues.

SCPA's external audits had a material weaknesses in FY2022, which has been corrected. Subsequent audits reveal no material weaknesses or significant deficiencies.

State Finance Award: SCPA has received the state finance award in 2021, 2022, 2023, and 2024, which recognizes compliance with reporting obligations and a positive fund balance. MDE announced in 2024 that it was discontinuing the award.

Financial Governance: Records on file with Friends demonstrate that SCPA's board approves its annual budget and monthly financial reports which demonstrate adherence to or deviation from budget; the school contracts its payment processing to an outside vendor and generally promptly pays its bills and is not delinquent on payroll taxes or pension payments. In addition, the school has timely filed its required reports.

Revenues & Expenditures:

SCPA's revenue sources and expenditures for the immediate past four years have been:

St. Croix Preparatory Academy								
	FY2024		FY2023		FY2022		FY2021	
	\$	%	\$	%	\$	%	\$	%
REVENUE								
State	\$14,701,457	88.4%	\$14,148,713	84.7%	\$13,269,745	91.9%	\$13,310,922	84.2%
Federal	\$577,013	3.5%	\$546,573	3.3%	\$343,216	2.4%	\$2,040,511	12.9%
Local/Other	\$1,350,290	8.1%	\$2,017,453	12.1%	\$827,839	5.7%	\$454,951	2.9%
TOTAL REVENUE	\$16,628,760	100.0%	\$16,712,739	100.0%	\$14,440,800	100.0%	\$15,806,384	100.0%
EXPENDITURE								
Instruction & Pupil Support								
Salary & Benefit	\$8,807,077	52.5%	\$8,101,070	48.3%	\$7,241,394	49.3%	\$7,029,224	51.5%
Other	\$1,491,928	8.9%	\$1,539,379	9.2%	\$1,046,058	7.1%	\$895,405	6.6%
Subtotal	\$10,299,005	61.4%	\$9,640,449	57.5%	\$8,287,452	56.4%	\$7,924,629	58.1%
Administration								
Salary & Benefit	\$2,103,859	12.5%	\$2,116,347	12.6%	\$1,764,773	12.0%	\$1,669,301	12.2%
Other	\$632,687	3.8%	\$615,117	3.7%	\$579,382	3.9%	\$402,218	2.9%
Subtotal	\$2,736,546	16.3%	\$2,731,464	16.3%	\$2,344,155	16.0%	\$2,071,519	15.2%
Facility	\$3,712,010	22.1%	\$4,388,770	26.2%	\$4,050,515	27.6%	\$3,644,401	26.7%
Transportation	\$38,006	0.2%	\$4,181	0.0%	\$0	0.0%	\$0	0.0%
TOTAL EXPENDITURE	\$16,785,568	100.0%	\$16,764,865	100.0%	\$14,682,122	100.0%	\$13,640,548	100.0%
GENERAL FUND SUMMARY								
Surplus(-Deficit)	-\$156,808		-\$52,126		-\$241,322		\$2,165,836	
Add'l Adj.*	\$2,099		\$162		\$1,401		\$1,726	
GENERAL FUND BALANCE	\$5,937,624	35.4%	\$6,092,333	36.3%	\$6,144,297	41.8%	\$6,384,218	46.8%
ALL FUNDS SUMMARY								
REVENUE	\$17,639,663		\$17,454,603		\$15,254,487		\$16,157,960	
EXPENDITURE	\$17,724,318		\$17,474,289		\$15,336,214		\$14,017,221	
Surplus(-Deficit)	-\$84,655		-\$19,686		-\$81,727		\$2,140,739	
Add'l Adj.**	\$2,099		\$162		\$1,401		\$1,726	
ALL FUNDS BALANCE	\$6,544,127	36.9%	\$6,626,683	37.9%	\$6,646,209	43.3%	\$6,726,535	48.0%

Footnote

Totals may not be equal to the consolidated report due to rounding.

Add'l Adj.: * = Other Financing Sources (Uses) + Other Adjustments + Net Transfers

** = Other Financing Sources (Uses) & Net Transfers

SCPA concluded FY2024 with a Fund Balance of 36.9%, or \$6,544,127, which is significantly higher than the Friends' minimum recommendation of 25%. SCPA's Fund Balance, compared with the other Friends' schools, is:

FY2024 Fund Balance	
Cologne	45.7%
Nova	45.1%
New Millennium	41.2%
Parnassus	38.5%
Eagle Ridge	38.3%
St. Croix	36.9%
<i>AVERAGE</i>	<i>32.9%</i>
Yinghua	28.6%
DaVinci	24.8%
Aspen	22.7%
Hennepin	22.2%
Seven Hills	13.9%

A strong fund balance is an indicator of fiscal sustainability. Friends recognizes that SCPA's Fund Balance has consistently exceeded Friends' minimum recommendation of 25% throughout the term of the contract.

Near-Term and Sustainability Indicators: Friends of Education utilizes multiple business-based accountability measures when evaluating its schools. SCPA's attainment rate of significant indicators is summarized below.

Near-Term and Sustainability Indicators

Data Sources:		FY2024	FY2023	FY2022	FY2021
Audit: Balance Sheet	Assets	\$7,398,494	\$7,847,272	\$7,581,626	\$7,570,098
	Liabilities	\$854,369	\$1,220,588	\$935,415	\$843,563
	Year-End Cash	\$4,592,516	\$4,975,905	\$5,656,011	\$6,104,876
Audit: Statement of Rev., Exp., and Fund Balance	Revenue	\$17,639,666	\$17,447,867	\$15,254,487	\$14,744,882
	Expenditure	\$18,062,069	\$17,505,324	\$15,336,212	\$14,125,712
	Net Income	-\$422,403	-\$57,457	-\$81,725	\$619,170
	All Fund Balance	\$6,544,125	\$6,626,684	\$6,646,211	\$6,726,535
Mid-Yr Fin. Stmt.	Mid-Year Cash	\$5,159,578	\$5,423,761	\$6,030,389	\$4,610,089
Budget (Jun 15)	Budgeted Enrollment	1,204	1,201	1,216	1,194
MDE Public File	Reported Enrollment	1,202	1,213	1,189	1,204
Indicators:		FY2024	FY2023	FY2022	FY2021

Near-Term Indicators				
Current Ratio ≥ 1.1	8.7	6.4	8.1	9.0
Days Cash (year-end) > 30	93	104	135	158
Days Cash (mid-year) ≥ 60	104	113	144	119
Enrollment Variance $\leq 5\%$ & $\geq -5\%$	-0.2%	1.0%	-2.2%	0.8%
Sustainability Indicators				
Net Margin (current) > 0	-2.4%	-0.3%	-0.5%	4.2%
Net Margin (3-year) > 0	-1.1%	1.0%	2.1%	2.8%
Debt to Asset Ratio < 0.50	0.12	0.16	0.12	0.11
Changes in Cash (current) > 0	-\$383,389	-\$680,106	-\$448,865	\$2,187,757
Changes in Cash (3-year) > 0	-\$1,063,495	-\$1,128,971	\$1,738,892	\$2,877,214
Fund Balance % $\geq 25\%$	36.2%	37.9%	43.3%	47.6%

Note: Green indicates that the school met the indicator. Pink indicates that the school did not.

- SCPA's Near-Term Indicators have all met recommended standards in each of the preceding four years.
- SCPA's Fund Balance substantially exceeds the Friends' recommended standard of 25% in each of the preceding four years.
- SCPA's FY2024 Sustainability Indicators have not met recommended standards in Net Margin (current and 3-year) and Changes in Cash (current and 3-year). Planned cash reductions / expenditures impact changes in cash and net margin. Because SCPA's fund balance significantly exceeds target, the net margin and cash changes are not a concern.

SCPA's expense allocations compared with other Friends' schools are:

FY2024 Percentage of Total Expenditure by Category

Instruction/Pupil Support		Administration		Facility		Transportation	
Cologne	71.1%	Hennepin	17.4%	Aspen	24.0%	NMA	14.1%
Seven Hills	67.2%	St. Croix	16.3%	St. Croix	22.1%	Seven Hills	9.5%
Yinghua	64.6%	Nova	15.2%	Eagle Ridge	21.8%	Hennepin	9.1%
Nova	63.5%	DaVinci	13.4%	Parnassus	21.2%	Parnassus	6.8%
Aspen	62.8%	Parnassus	13.3%	Yinghua	20.0%	Cologne	6.6%
Average	62.3%	Average	12.1%	Hennepin	19.9%	Eagle Ridge	6.4%
DaVinci	62.2%	Aspen	11.5%	DaVinci	19.8%	Average	6.2%
St. Croix	61.4%	Eagle Ridge	11.4%	Average	19.4%	Yinghua	5.6%
Eagle Ridge	60.4%	NMA.	10.0%	Nova	17.4%	DaVinci	4.6%
NMA.	59.4%	Yinghua	9.8%	NMA.	16.5%	Nova	3.8%
Parnassus	58.8%	Seven Hills	8.6%	Cologne	16.3%	Aspen	1.7%
Hennepin	53.7%	Cologne	5.9%	Seven Hills	14.7%	St. Croix	0.2%

Friends notes that, for FY2024, SCPA spent 61.4% of its funds on instruction and pupil support. Friends of Education encourages that the majority of resources go into classroom (instruction/pupil support), as SCPA has done.

The cost per student (total expenditures in all funds divided by the ADM number of students) has been:

Cost Per Student	FY2024	FY2023	FY2022	FY2021
St. Croix Preparatory Academy	\$14,949	\$14,636	\$13,165	\$11,515
Stillwater Public School District	\$19,385	\$19,131	\$16,161	\$14,630
Statewide	\$18,445	\$17,326	\$16,537	\$15,372

SCPA provided its FY2024 education program at approximately 77.1% of the resident district and 81.0% of the state cost per student. Friends notes that school programs and related expenses vary. Consequently, all Friends school's per student cost are shown in the following chart for informational purposes.

Friends FY2024 Cost Per Student Comparison

Schools Serving Majority % FRP	
<u>School</u>	<u>Cost / Student</u>
Hennepin	\$22,236
<i>Average</i>	<i>\$19,550</i>
New Millennium	\$16,864

Remaining Schools	
<u>School</u>	<u>Cost / Student</u>
Cologne	\$15,699
Seven Hills	\$15,630
Nova	\$15,621
DaVinci	\$15,072
St. Croix Prep	\$14,949
<i>Average</i>	<i>\$14,405</i>
Aspen	\$13,441
Yinghua	\$13,308
Eagle Ridge	\$13,214
Parnassus	\$12,713

FISCAL MANAGEMENT – CONCLUSION: SCPA has sustained its enrollment, which is critical to fiscal sustainability. Additionally, the School has a track record of clean audits or quickly resolving audit issues, and of receiving the state finance award. Near-term Financial Indicators all reflect positively on SCPA, and non-standard sustainability indicators explained and not a concern. Attendance at board meetings and review of meeting minutes indicates the board preapproves and maintains a balanced budget; reviews monthly and annual budget reports and explanations for out-of-budget spending; receives board training; and reviews financial reports. Friends believes SCPA reflects sound fiscal management.

CONTRACT FULFILLMENT: ACADEMIC PERFORMANCE

High-Quality Status: The Minnesota Department of Education (MDE) recognizes charter schools which meet academic performance benchmarks when compared with schools with similar traditionally-underserved (or similar non-underserved) populations, as well as financial and compliance benchmarks. The Minnesota Department of Education (MDE) recognized SCPA as a high-quality charter school in 2022.

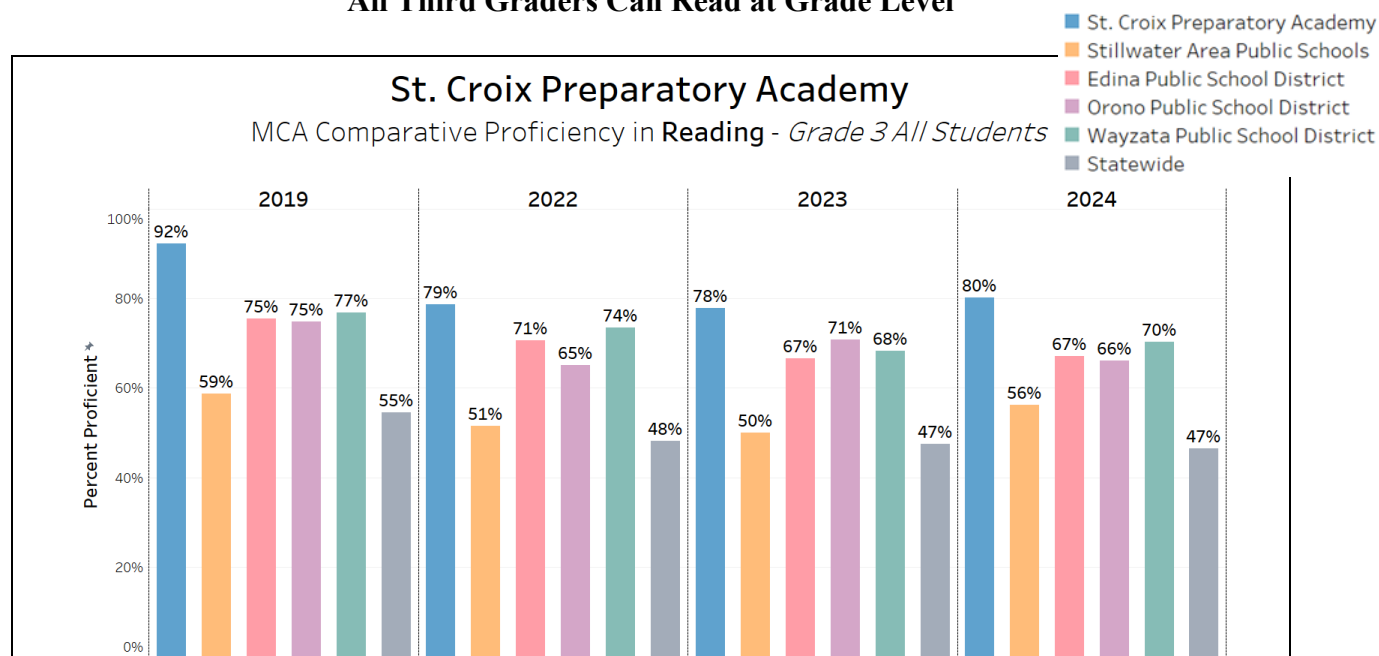
Academic Measures: Friends of Education evaluates six additional academic performance measures.

1. **Commissioner's Expectations for Public Schools.** Friends evaluates a school's academic performance in meeting or exceeding expectations established by the Commissioner for public schools. Currently, the commissioner's expectations for public schools are the state's Comprehensive Achievement and Civic Readiness goals (f/k/a World's Best Workforce): All children are ready for school; All racial and economic achievement gaps between students are closed; All students are ready for career and college; All students graduate from high school. Beginning with the 2024-25 school year, an additional goal of "Prepare students to be lifelong learners" is in effect.
2. **Absolute Proficiency.** Expecting proficiency for each student, Friends of Education evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.
3. **Comparative Proficiency.** Expecting each charter school to fulfill its statutory obligation to improve student performance, Friends of Education evaluates how well the charter school performs compared to its resident district and state average performance and may compare to a nearby district school that the charter school students would otherwise likely attend and other traditional districts.
4. **Growth.** Expecting growth for each student, Friends of Education evaluates the growth students achieve on the state and other assessments.
5. **Achievement Gap.** Expecting all students to achieve academic success, Friends of Education evaluates the degree to which traditionally underserved students achieve growth and proficiency.
6. **Academic Governance.** Friends evaluates the school board's demonstration that it critically evaluates and strategically leads academic performance.

Commissioner's Expectations for Public Schools

Friends recognizes that during the 2024 session, the Minnesota Legislature renamed the World's Best Workforce (WBWF) to Comprehensive Achievement and Civic Readiness (CACR). SCPA's contract term crosses this transition time, and data is provided to indicate progress both before and after the legislative changes. CACR eliminates Third Grade Literacy as a goal beginning in FY2024; however, Friends continues to monitor 3rd grade reading achievement.

**World's Best Workforce Goal (through 2023-24):
All Third Graders Can Read at Grade Level**



- SCPA has outperformed its traditional district comparisons and state average for 3rd grade reading over the term of the contract.
- SCPA third-grade reading proficiency has not yet returned to FY2019 (pre-pandemic) levels.

North Star Indicators

The North Star system uses five indicators: academic achievement (calculated and reported separately for math and reading), progress toward English language proficiency, academic progress (calculated and reported separately for math and reading), graduation rates (calculated and reported separately for four-year and seven-year rates), and consistent attendance. Friends additionally monitors English language target percent and participation in testing. The following charts show SCPA's historical North Star data throughout the contract period.

St. Croix Preparatory Academy				
North Star Indicators	FY2021	FY2022	FY2023	FY2024
Reading Achievement	Data not available due to Covid-19	80.9	80.2	78.1
Math Achievement		76.8	73.7	75.7
Reading Progress		80.5	83.4	76.2
Math Progress		77.6	74.2	78.3
Testing Participation		96.7	96.0	97.2
Consistent Attendance		96.9	98.0	no data
ELP Progress		75.4	83.0	no data
EL Target Percent		61.9	72.7	no data

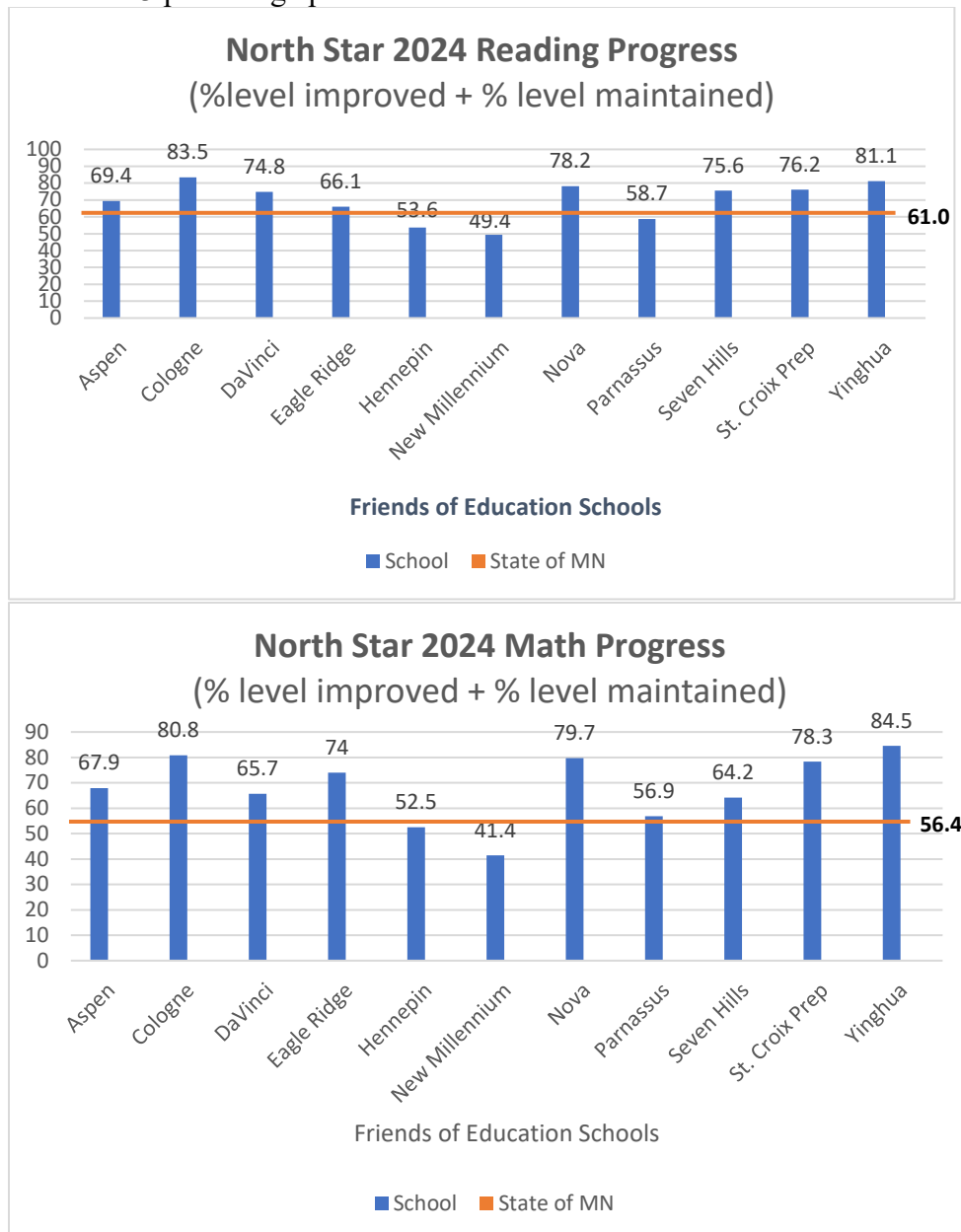
Historically, North Star indicators for SCPA trend in a positive direction for math progress, testing participation, consistent attendance, ELP progress, and EL target percent. Reading and math achievement and reading progress show a slight downward trend over the contract period.

North Star Achievement

North Star Achievement shows the percentage of students who meet or exceed standards on the MCAs and the MTAS based on the school population tested, plus those students who opted out. For FY2024, SPCA is significantly above the state average in both reading and math by 30.3 and 32.9 percentage points, respectively. Friends notes both reading and math achievement show a slight decline of 2.8 and 1.1 percentage points, respectively, over the contract period.

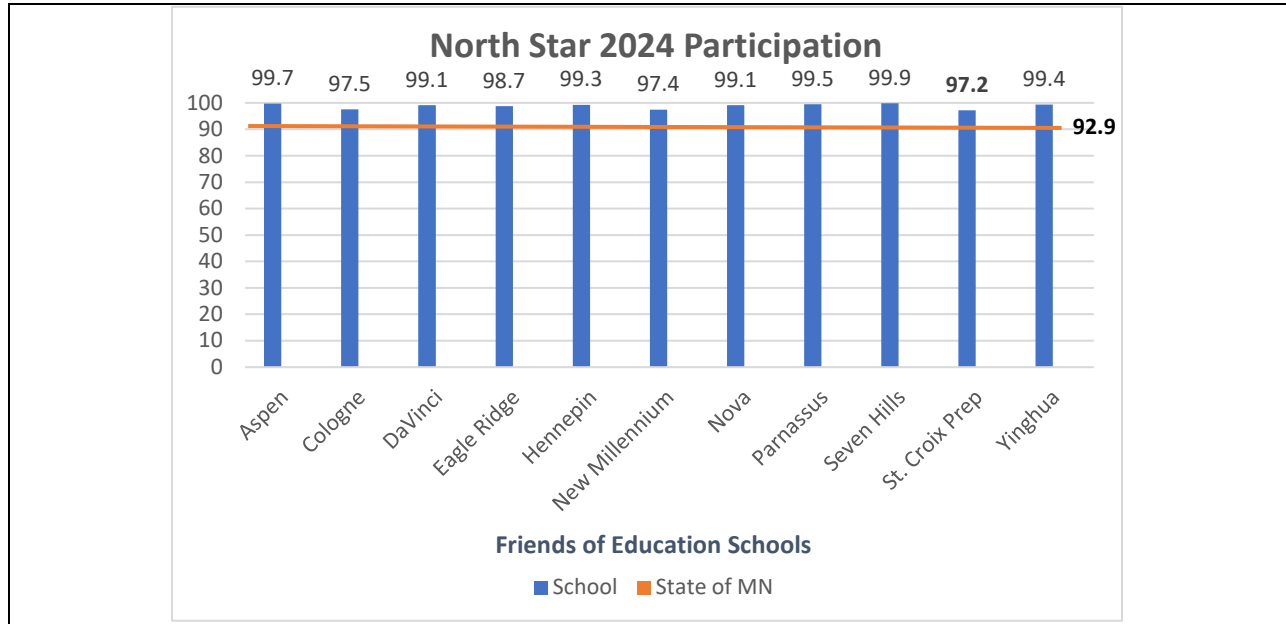
North Star Comparative Progress

North Star Progress shows how students are progressing year over year. The following charts demonstrate the percentage of students improving and maintaining achievement levels compared to the state averages for reading and math. SPCA performs above the state average in both reading and math by 15.2 and 21.9 percentage points, respectively. Friends notes that over the contract period, math progress shows a slight increase of 0.7 percentage points while reading progress shows a decline of 4.3 percentage points.



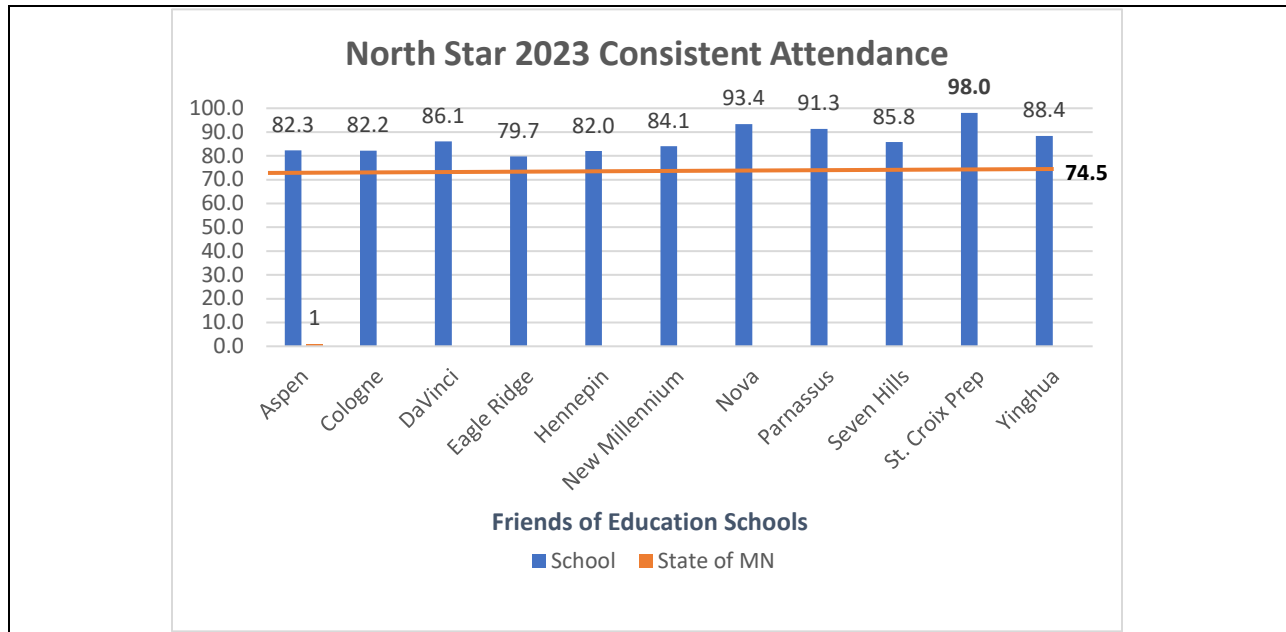
North Star Participation

North Star Participation shows the percentage of students tested based on the number of students expected to be tested. SCPA's 97.2% participation is above the state percentage of participation of 92.9%. Participation has increased by 0.5 percentage points over the contract period.



North Star Consistent Attendance

North Star Consistent Attendance is the percentage of students attending more than 90 percent of the days they are enrolled at a school. For 2023, most recent data available, SCPA's consistent attendance of 98.0% exceeds the state average of 74.5% and is the highest consistent attendance rate among Friends schools.



North Star ELP Progress and Meeting Targets

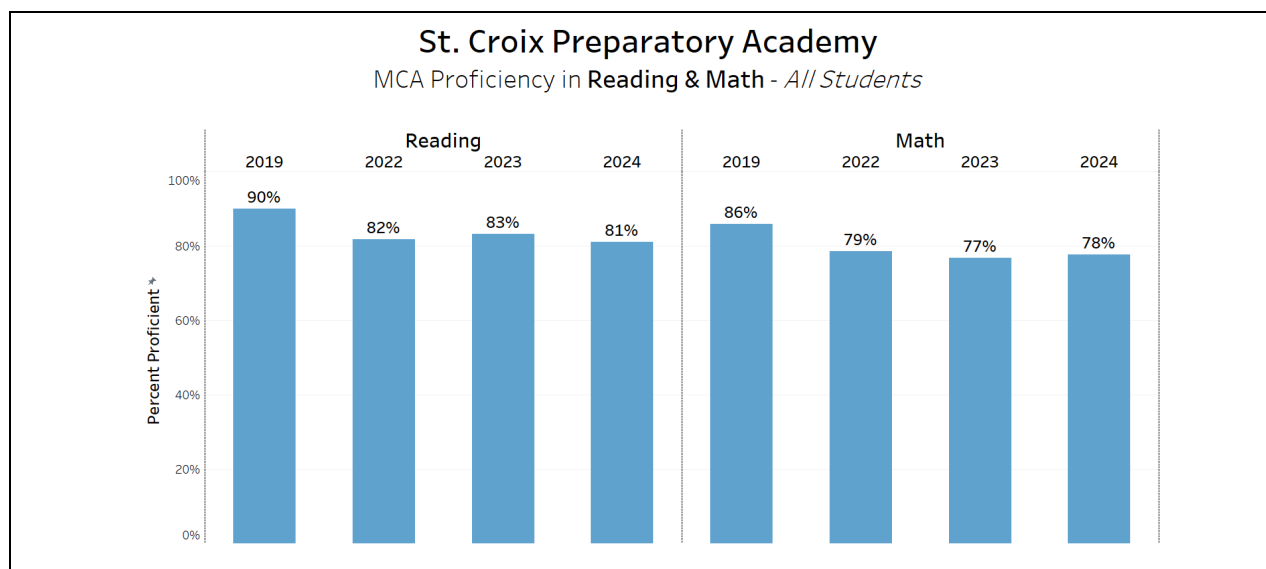
North Star ELP Progress Toward Target is the average amount of progress English learners made towards their targets. In 2024, the state average of 46.4% means that English learners across the state, on average, made it 46.4% of the way to their targets. North Star Meeting Target is the percentage of English learners who reached or went past their target. In 2024, the state average of 28.3% means that 28.3% of English learners across the state reached or went past their target. For 2024, the Minnesota Department of Education reports no ELP Progress or Meeting Targets data for SCPA.

Preparing Students to be Lifelong Learners

The School implements a classical educational model. Classical teaching focuses on providing students with lifelong educational tools to learn and think for themselves and to be lifelong learners.

Academic Performance – Absolute Proficiency

SCPA's historical school-wide proficiency rates are shown below. While SCPA evidences high levels of academic achievement, the School has not yet returned to FY2019 (pre-pandemic) achievement levels in reading or math.



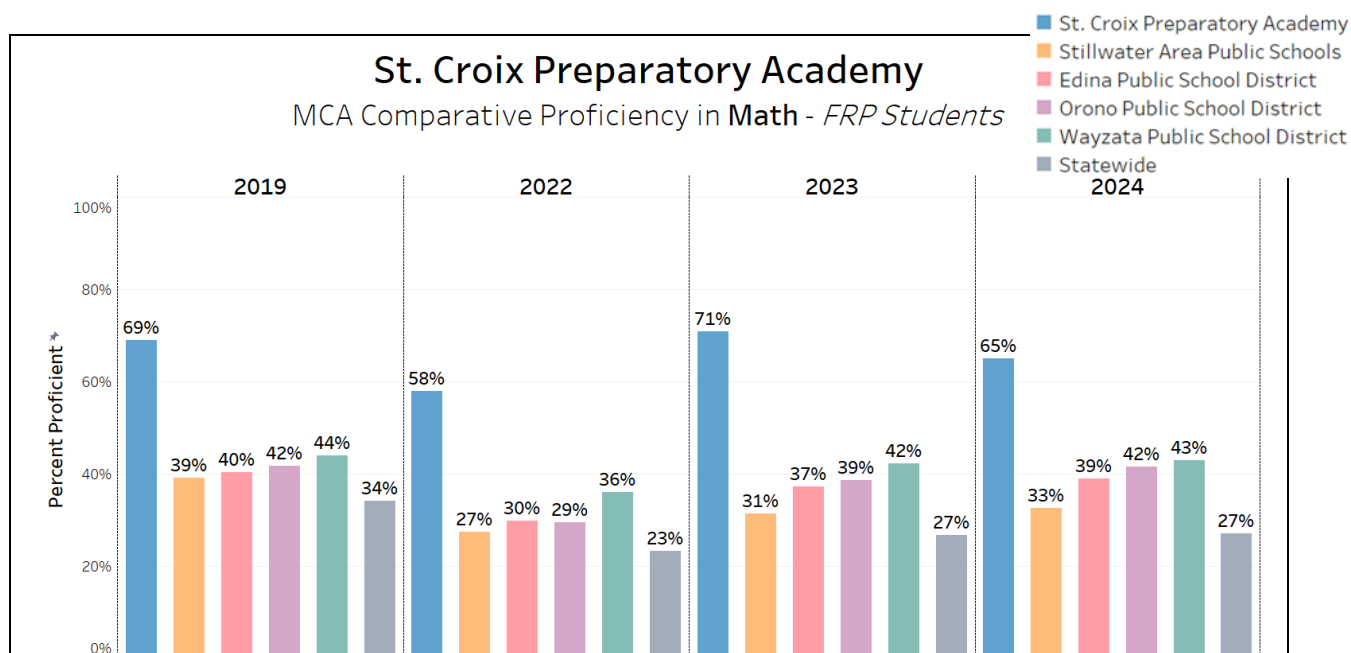
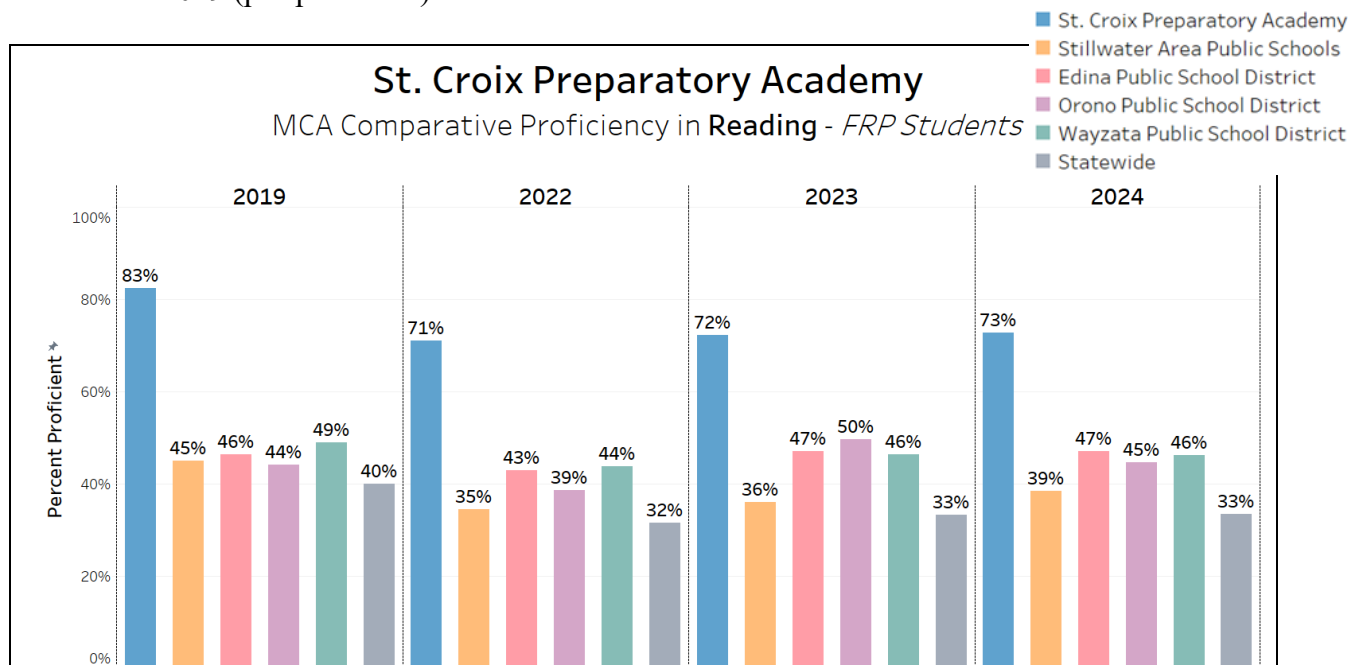
- FY2019 (pre-pandemic) to FY2024, SCPA's reading proficiency for All students shows a decline of 9 percentage points.
- FY2019 (pre-pandemic) to FY2024, SCPA's math proficiency for All students shows a decline of 8 percentage points.

Traditionally Underserved Student Performance

Significant achievement declines are consistent with local and national reports that traditionally underserved student groups show the most proficiency loss post-pandemic.

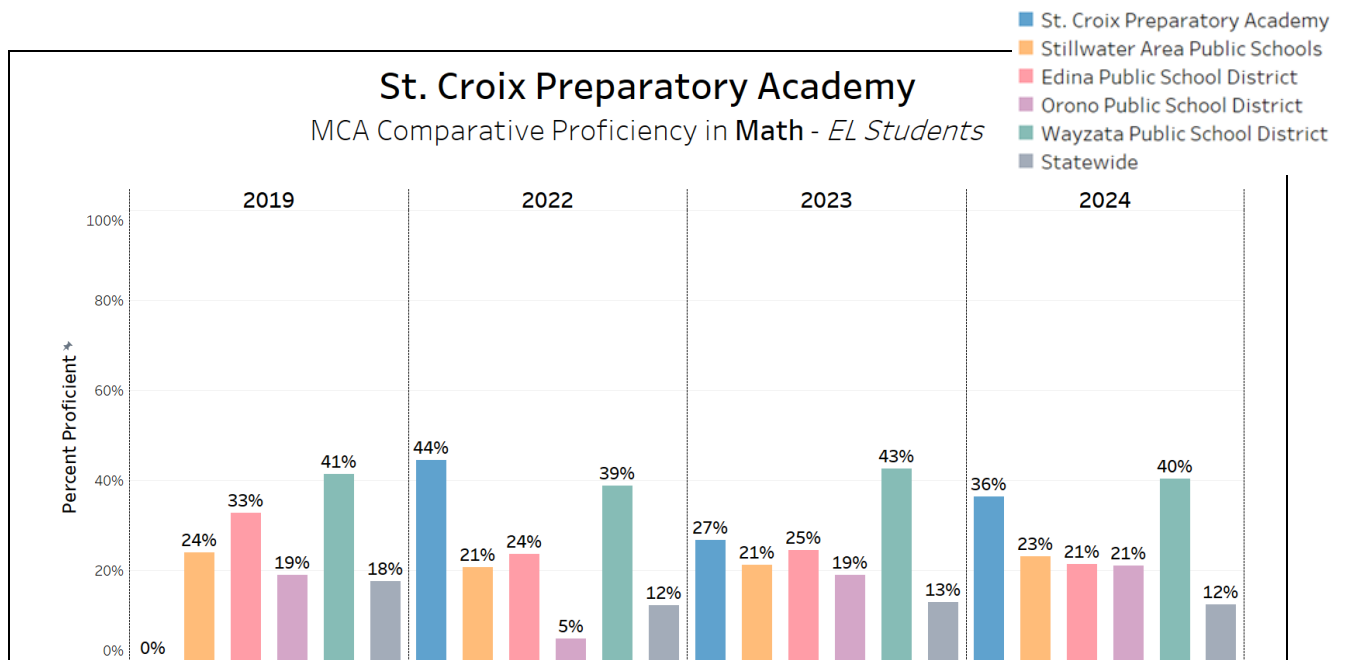
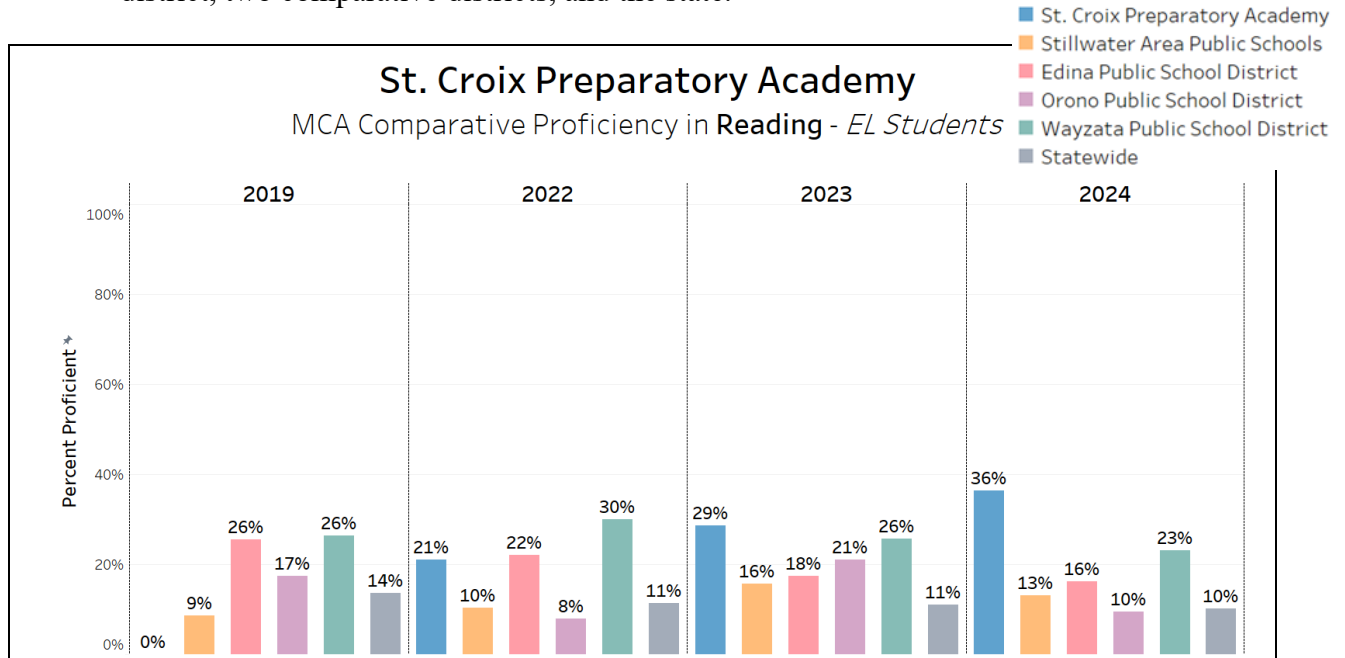
Free or Reduced-Price Lunch (FRP) Student Performance

- In FY2024, SCPA's FRP student group was 11.9% of its population.
- FY2019 (pre-pandemic) through FY2024, in both reading and math, SCPA's FRP student proficiency substantially outperforms its traditional resident and comparison districts, and the state.
- The 10-percentage point decline from FY2019 (pre-pandemic) to FY2024, in reading, is consistent with local and national reports that traditionally underserved student groups show the most proficiency loss post-pandemic.
- FY2024, SCPA's FRP student proficiency, in both reading and math, remains below FY2019 (pre-pandemic) levels.



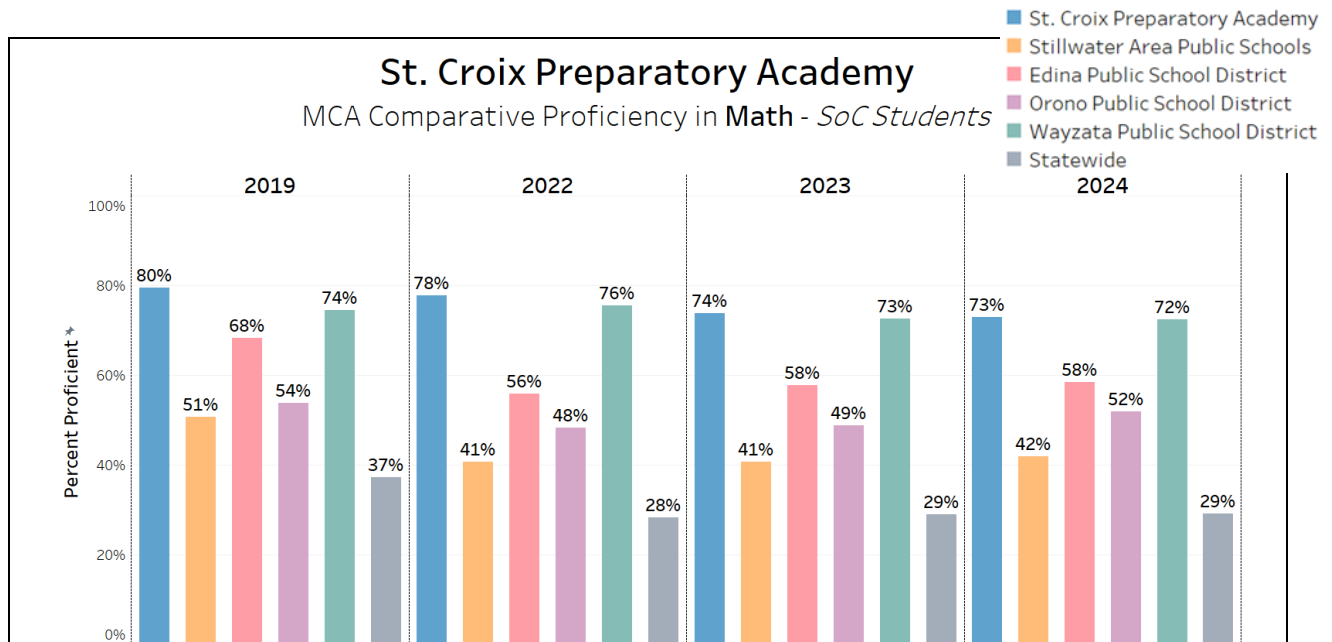
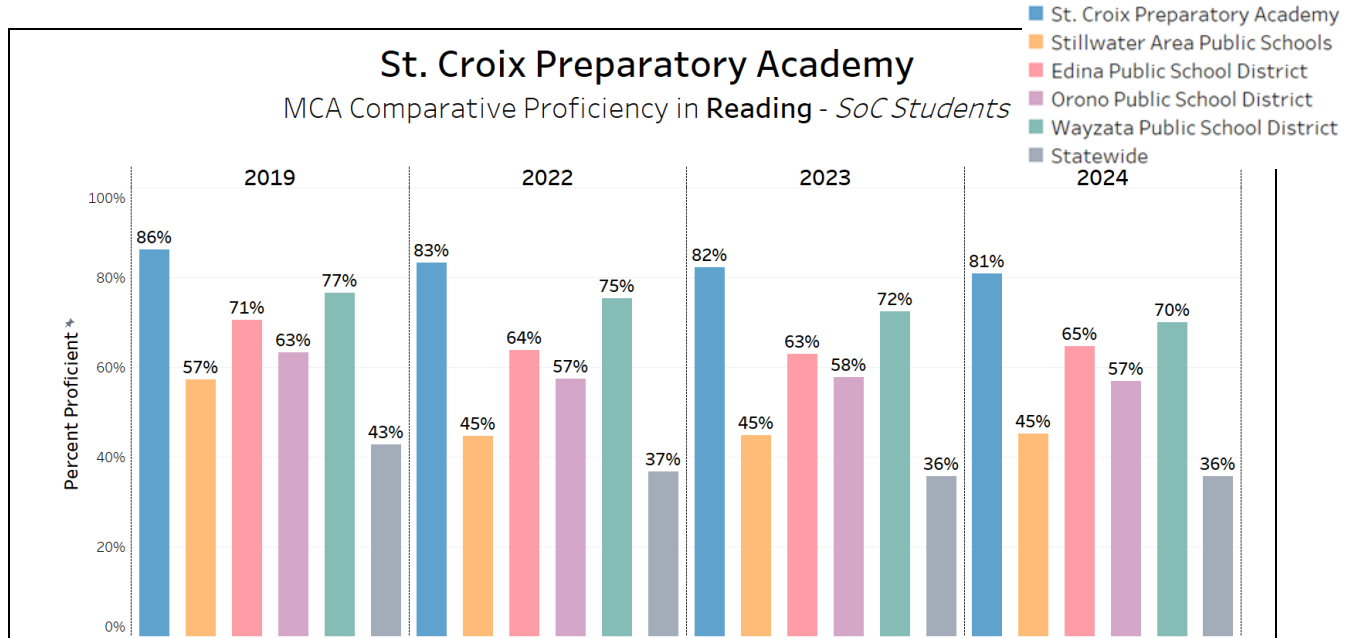
English Learner (EL) Student Performance

- In FY2024, SCPA's EL student group was 2.0% of its population.
- FY2024, in reading, SCPA's EL student proficiency significantly outperformed the traditional resident and comparative districts and the state.
- FY2022 to FY2024, SCPA's EL student proficiency in reading increased each year.
- FY2024, in math, SCPA's EL student proficiency significantly outperformed the resident district, two comparative districts, and the state.



Students of Color (SoC) Performance

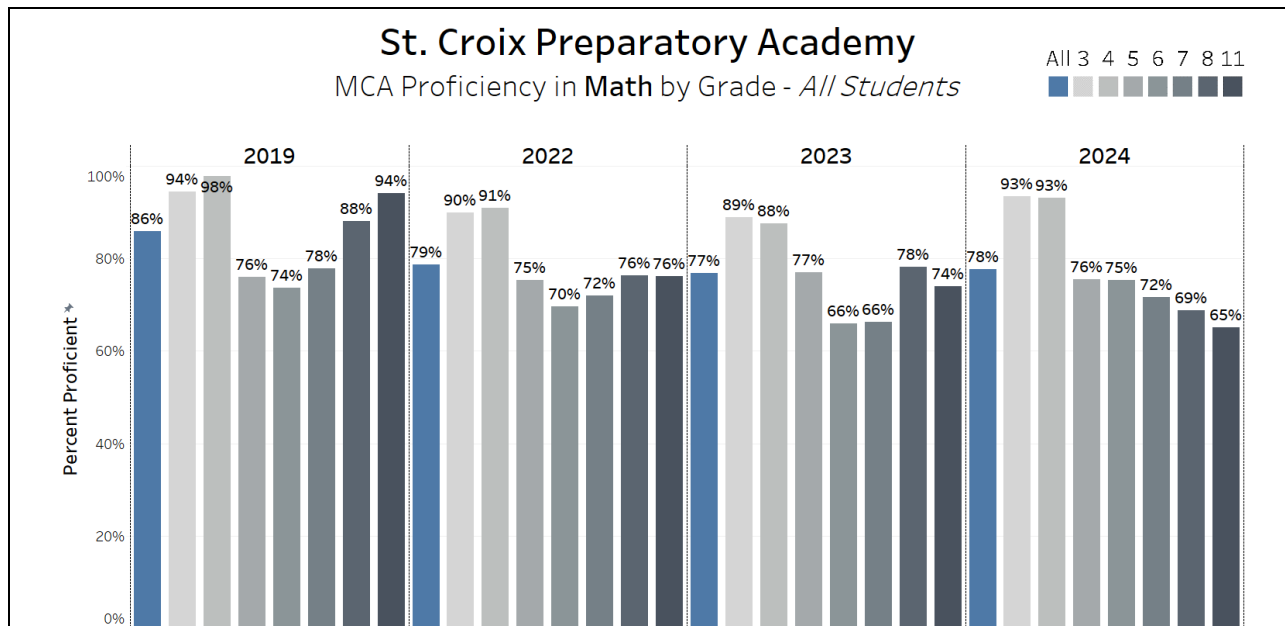
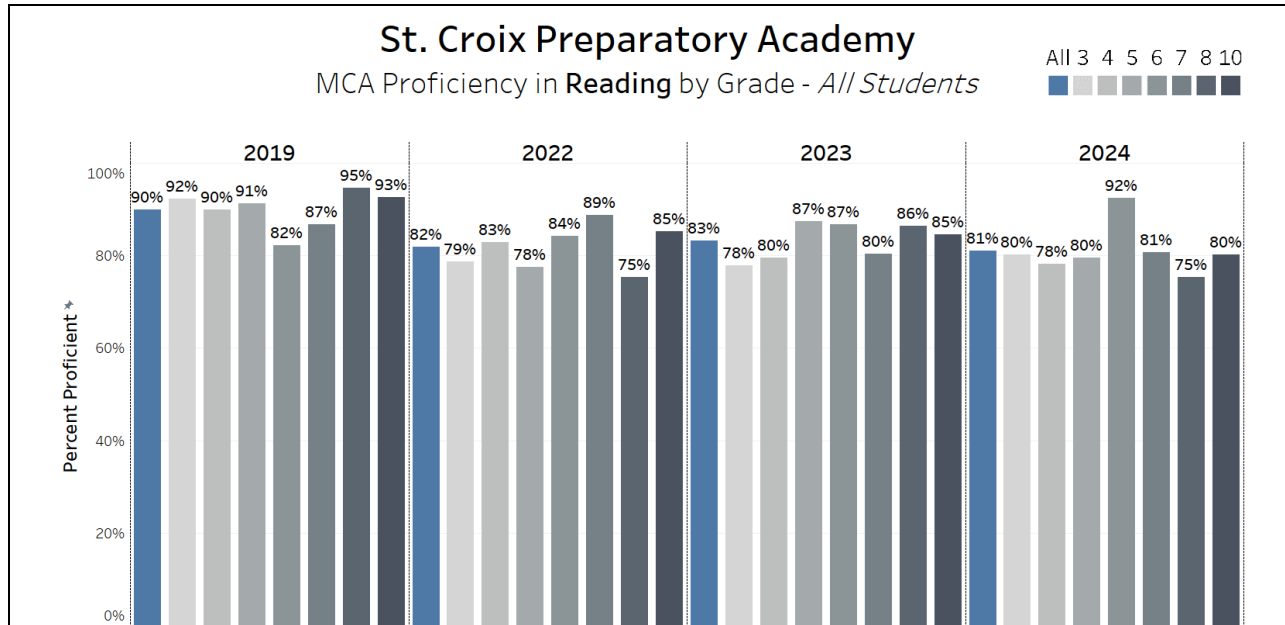
- In FY2024, SCPA's SoC student group was 27% of its population.
- FY2019 (pre-pandemic) through FY2024, SCPA's proficiency for students of color outperforms the resident and comparative districts and the state in both reading and math.
- FY2024, SCPA's proficiency for students of color in both reading and math remains below FY2019 (pre-pandemic) levels by 5 and 7 percentage points, respectively.



MCA Results - Grade Level

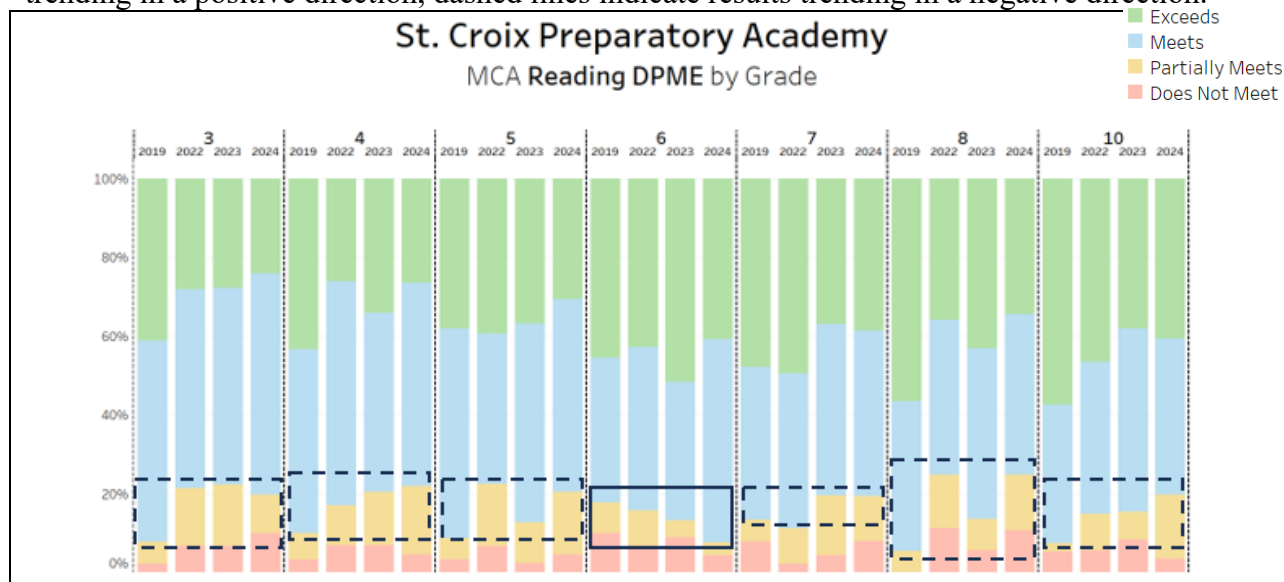
As demonstrated by the following graphs, SCPA's grade-by-grade performance on the reading and math MCAs shows:

- FY2019 (pre-pandemic) to FY2024, SCPA's All student reading proficiency, by grade, shows an increase in grade 6 of 10 percentage points. Grades 3, 4, 5, 8, and 10 show significant declines between 11-20 percentage points.
- FY2019 (pre-pandemic) to FY2024, SCPA's All student math proficiency, by grade, shows maintenance in grades 3, 5, and 6. Grades 8 and 11 have significant declines of 19 and 29 percentage points, respectively.



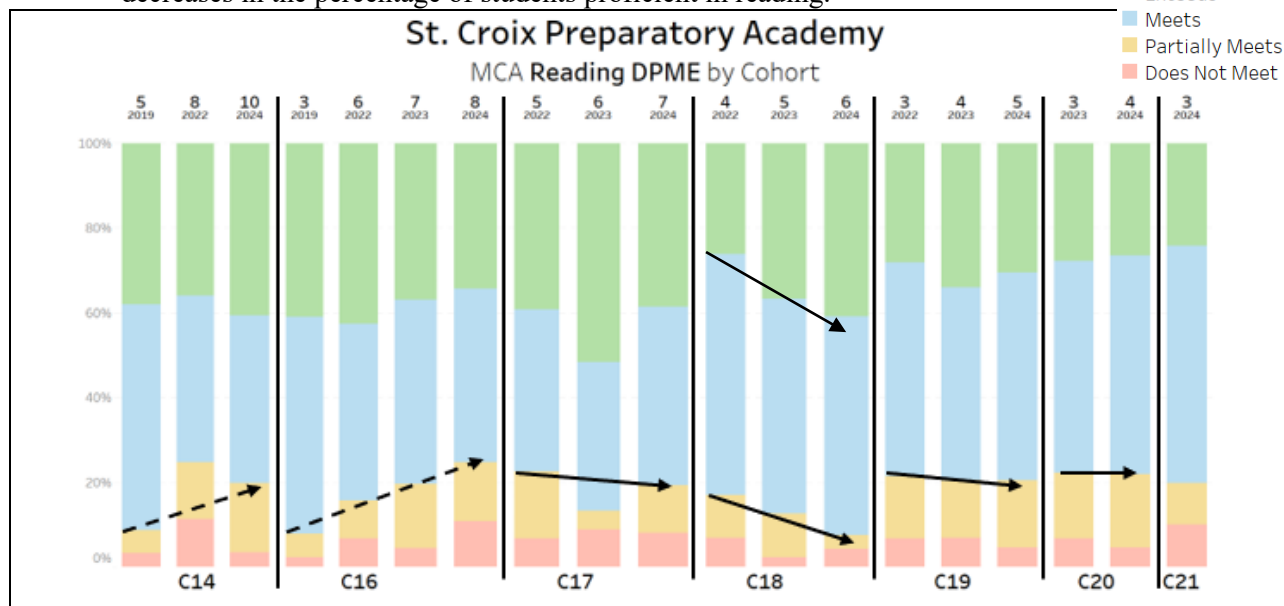
MCA Results by Achievement Level – Reading and Math

The following charts show the percentage of students by achievement level (Does Not Meet, Partially Meets, Meets, and Exceeds) each year on the state assessments and visually demonstrate the gains and decreases by grade level and cohort. Indicators with solid lines highlight results trending in a positive direction, dashed lines indicate results trending in a negative direction.



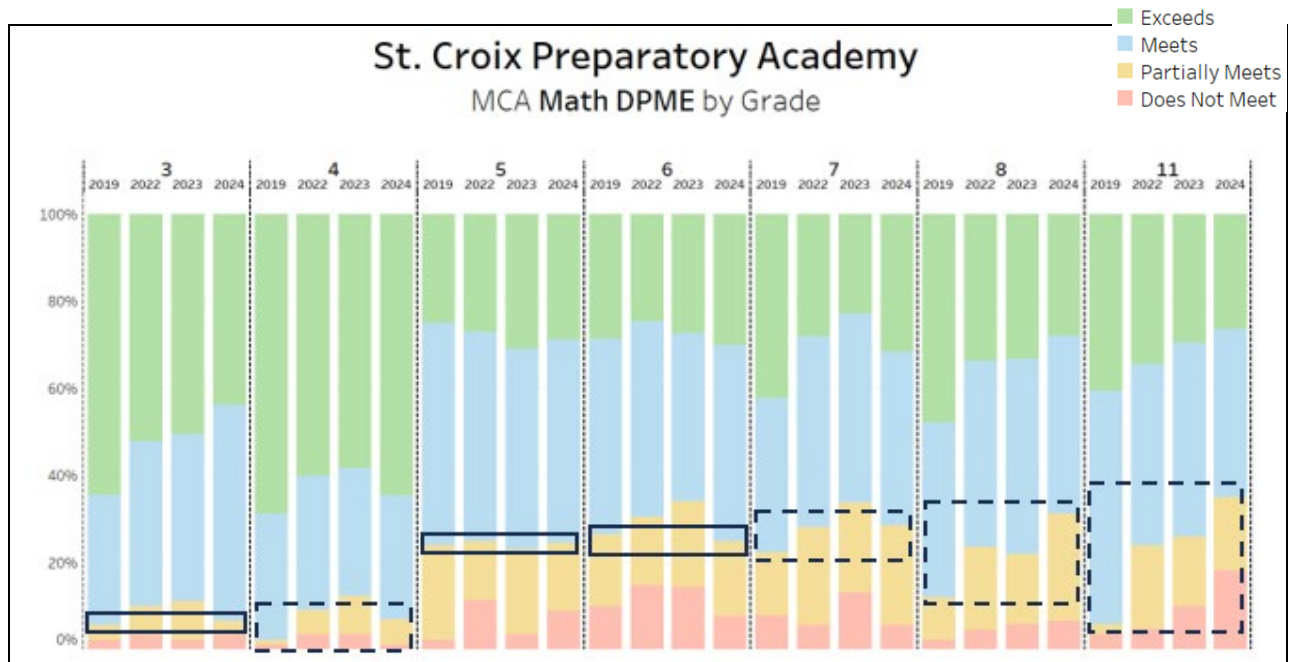
The DPME chart by grade shows how the school is doing over time on a grade-by-grade basis.

- FY2019 (pre-pandemic) to FY2024 grade 6 shows increase in the percentage of students proficient in reading.
- FY2019 (pre-pandemic) to FY2024 grades 3, 4, 5, 7, 8, and 10 show moderate to substantial decreases in the percentage of students proficient in reading.



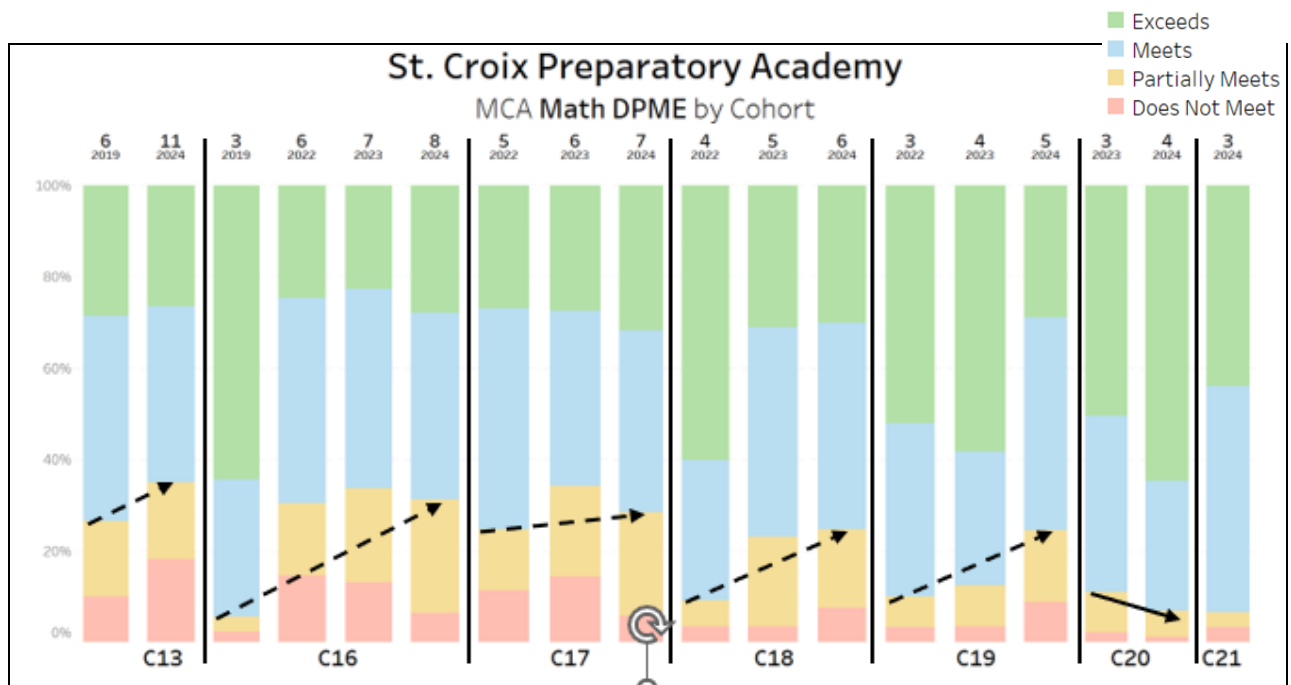
The DPME chart by cohort follows a group of students from one year to the next.

- Cohort C18 shows consistent increase in the total percentage of students proficient in reading. The increase is strongly evident in both the Exceeds and Meets achievement levels.
- Cohorts C17, C19, and C20 show maintenance or a slight increase in the percentage of students proficient in reading.
- FY2019 (pre-pandemic) to FY2024, cohorts C14, and C16 show substantial decrease in the percentage of students proficient in reading.



The DPME chart by grade shows how the school is doing over time on a grade-by-grade basis.

- FY2019 (pre-pandemic) to FY2024, grades 3, 5, and 6 show consistency in the percentage of students proficient in math.
- Grades 4, 7, 8, and 11 show decline in the percentage of students proficient in math.



The DPME chart by cohort follows a group of students from one year to the next.

- Cohort C20 in math is trending in a positive direction.
- Cohorts C13, C16, C17, C18, and C19 show significant decreases in the percentage of students proficient in math.

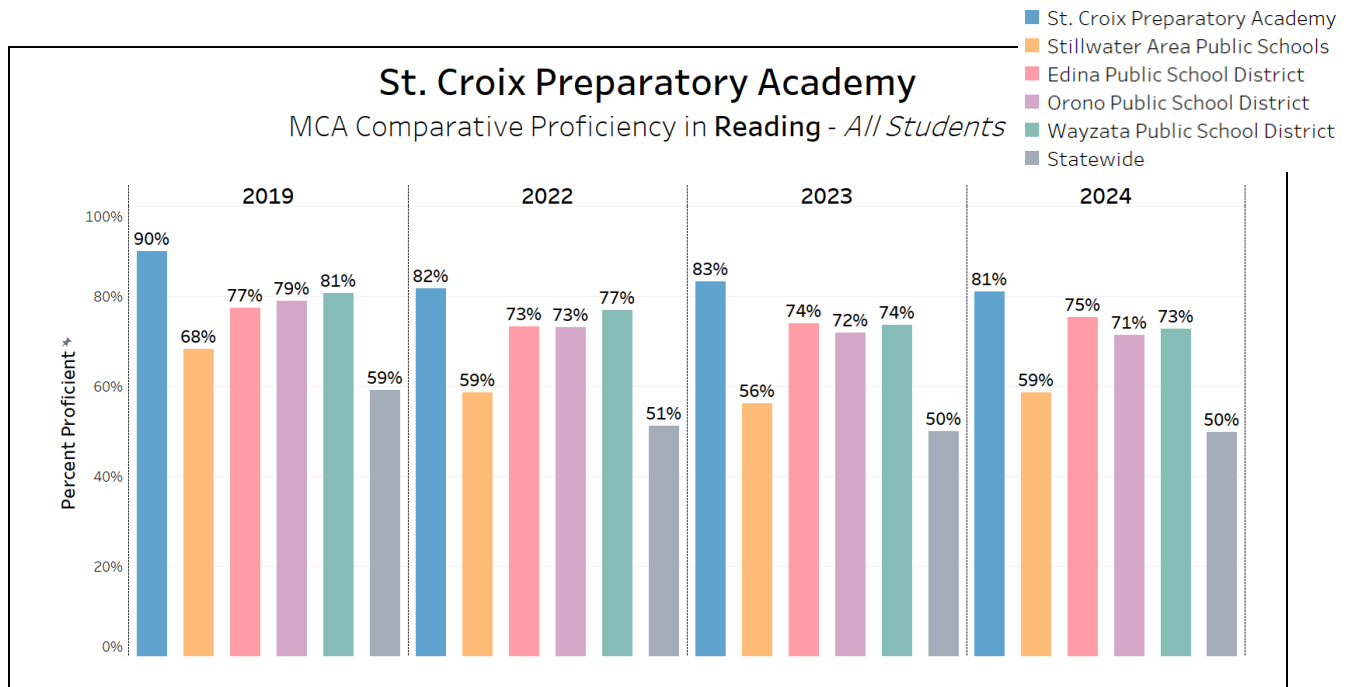
Academic Performance – Comparative Proficiency

FY2024, SCPA's All student proficiency is above the resident district, the comparative districts, and the state in reading, math, and science.

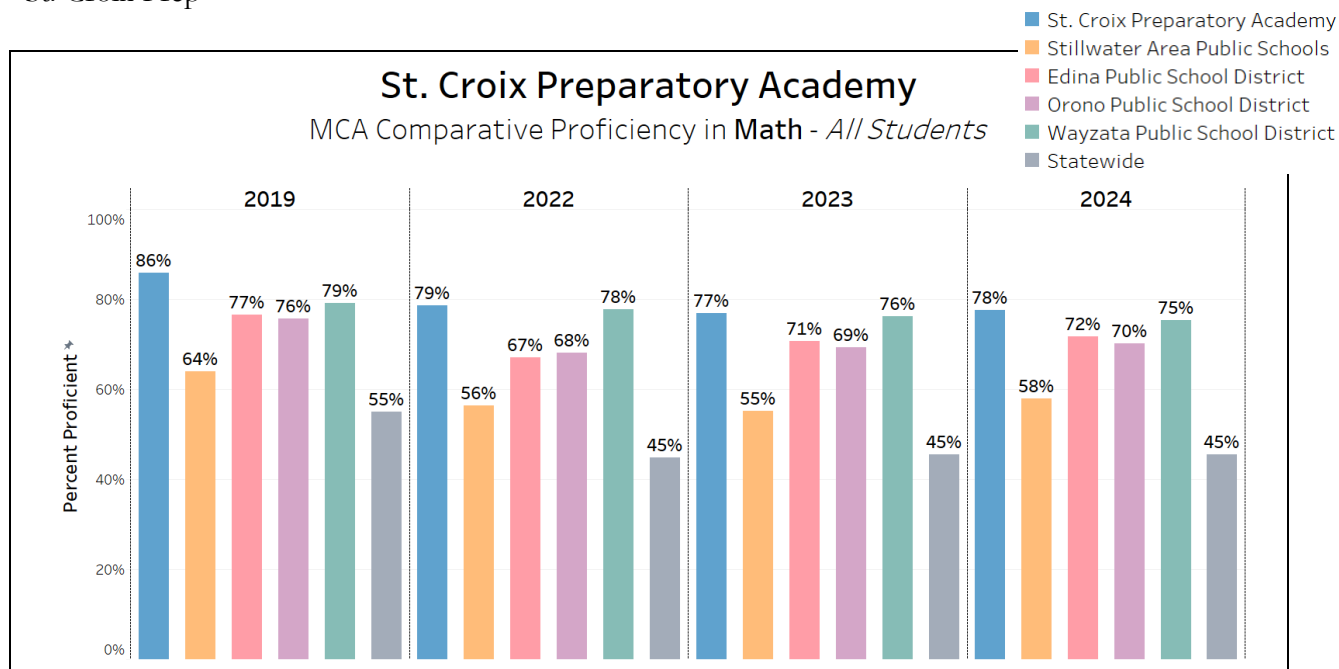
FY2019 (pre-pandemic) through FY2024, SCPA's proficiency in reading, math, and science substantially outperforms the resident district and the state.

FY2019 (pre-pandemic) through FY2024, SCPA's proficiency in reading, math, and science is on par with or above all comparative districts.

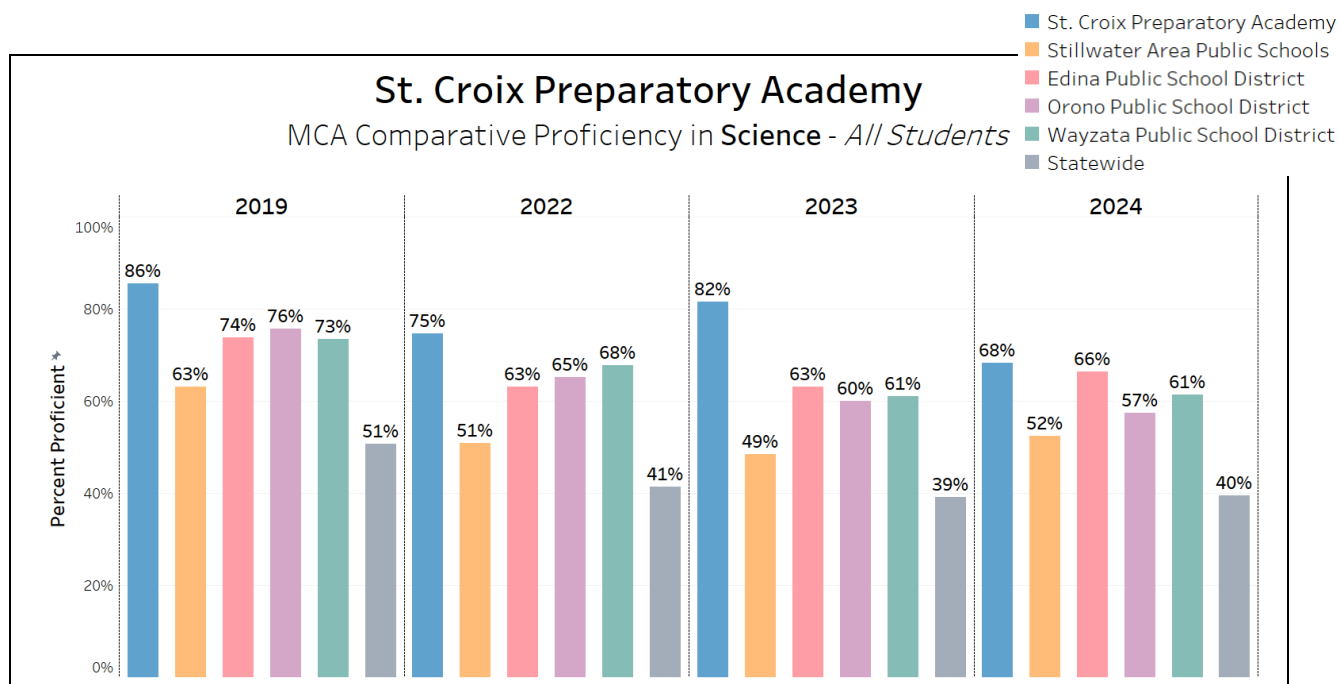
Friends notes FY2024 SCPA's All student proficiency in reading, math, and science remains below FY2019 (pre-pandemic) levels.



- FY2019 (pre-pandemic), SCPA's All student proficiency in reading outperformed the state by 31 percentage points and FY2024 by 21 percentage points.



- FY2019 (pre-pandemic), SCPA's All student proficiency in math outperformed the state by 31 percentage points and FY2024 by 33 percentage points.



- FY2019 (pre-pandemic), SCPA's All student proficiency in science outperformed the state by 35 percentage points and FY2024 by 28 percentage points.

Comparative Proficiency Index

A Comparative Proficiency Index is calculated by dividing the percentage proficient in the charter school by the percent proficient in a traditional district, or the state, for each reading and math. Friends identifies the indices for the resident district, comparative districts, and the state in the chart below.

Calculation example: 79% proficiency in a charter school and 85% proficiency in its resident traditional district results in a Proficiency Index of 93% ($79 \div 85$) or 0.93. A Proficiency Index of 1.00 (100%) means the charter school performed the same; less than 1.0 (less than 100%) means the charter school did not perform as well; and more than 1.0 (more than 100%) means the charter school outperformed the traditional district.

The Comparative Proficiency Index provides a numerical equivalent of what the previous graphs have shown: the School's All student group, FRP student group, EL student group, and SoC student group, substantially outperform the resident district, the state, and the comparative districts. The only exception is the EL student group in Math which slightly underperforms one comparative district.

Friends notes that in FY2024 SCPA's students identified in the following student groups:

- Free or Reduced-Price Lunch (FRP): 11.9%
- English Learner (EL): 2.0%
- Students of Color (SoC): 27.0%

Comparative Proficiency Index FY2024 - Reading					
St. Croix Preparatory Academy	Resident District Comparison Stillwater	State	Comparative District Comparison Edina	Comparative District Comparison Orono	Comparative District Comparison Wayzata
All Students	1.37	1.62	1.08	1.14	1.11
FRP Students	1.87	2.21	1.55	1.62	1.59
EL Students	2.77	3.60	2.25	3.60	1.57
Students of Color	1.80	2.25	1.25	1.42	1.16

Comparative Proficiency Index FY2024 - Math					
St. Croix Preparatory Academy	Resident District Comparison Stillwater	State	Comparative District Comparison Edina	Comparative District Comparison Orono	Comparative District Comparison Wayzata
All Students	1.34	1.73	1.08	1.11	1.04
FRP Students	1.97	2.41	1.67	1.55	1.51
EL Students	1.57	3.00	1.71	1.71	0.90
Students of Color	1.74	2.52	1.26	1.40	1.01

Academic Performance - Growth

North Star Progress Points are based on students' progress through achievement levels on the Minnesota Comprehensive Assessments (MCAs) and the Minnesota Test of Academic Skills (MTAS). Friends recognizes that successful schools support students in making progress over time. A student's score on statewide assessments is placed in one of four achievement levels, ranging from "Does Not Meet Standards" to "Exceeds Standards." A transition matrix (see below) is used to award points to students based on the change in their achievement level. All students with two scores – one from the current year and one from a previous year – are included in the Progress Points calculation.

This Year → Previous Year ↓	Does Not Meet Standards	Partially Meets Standards	Meets Standards	Exceeds Standards
Exceeds Standards	0	0	0	3
Meets Standards	0	0	2	5
Partially Meets Standards	0	2	6	9
Does Not Meet Standards	0	8	12	15

In FY2024, SCPA demonstrated greater than state-average growth in all student groups in both reading and math.

FY2024 Reading Average Progress Points:

Student group	School	State
All	2.70	2.23
Asian	2.44	2.29
Black/African American	<i>no data available</i>	1.96
Hispanic/Latino	3.20	1.88
White	2.70	2.35
Multiracial	2.69	2.21
Special Education	2.95	1.74
Free/Reduced Meals	2.83	1.98
English Learner	2.75	1.91

FY2024 Math Average Progress Points:

Student group	School	State
All	2.31	1.90
Asian	2.46	2.06
Black/African American	<i>no data available</i>	1.39
Hispanic/Latino	3.20	1.47
White	2.17	2.07
Multiracial	2.52	1.84
Special Education	1.50	1.41
Free/Reduced Meals	2.54	1.52
English Learner	2.55	1.49

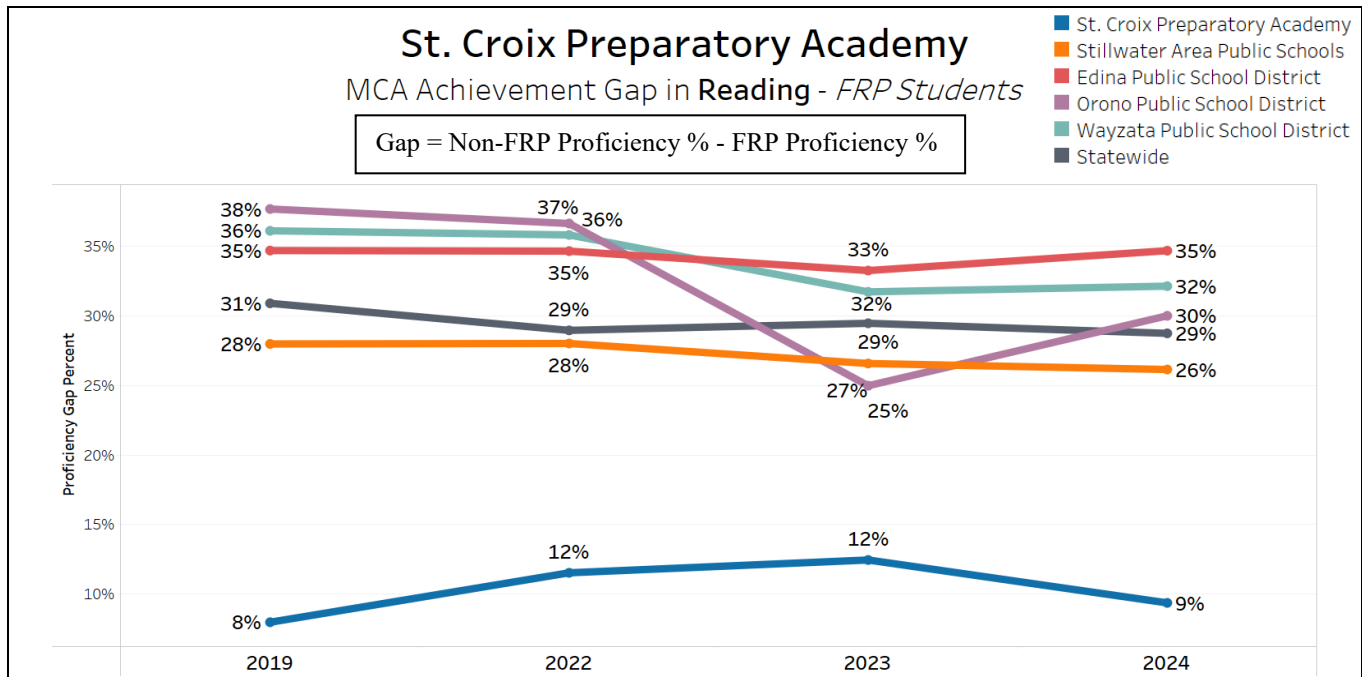
Academic Performance – Achievement Gap

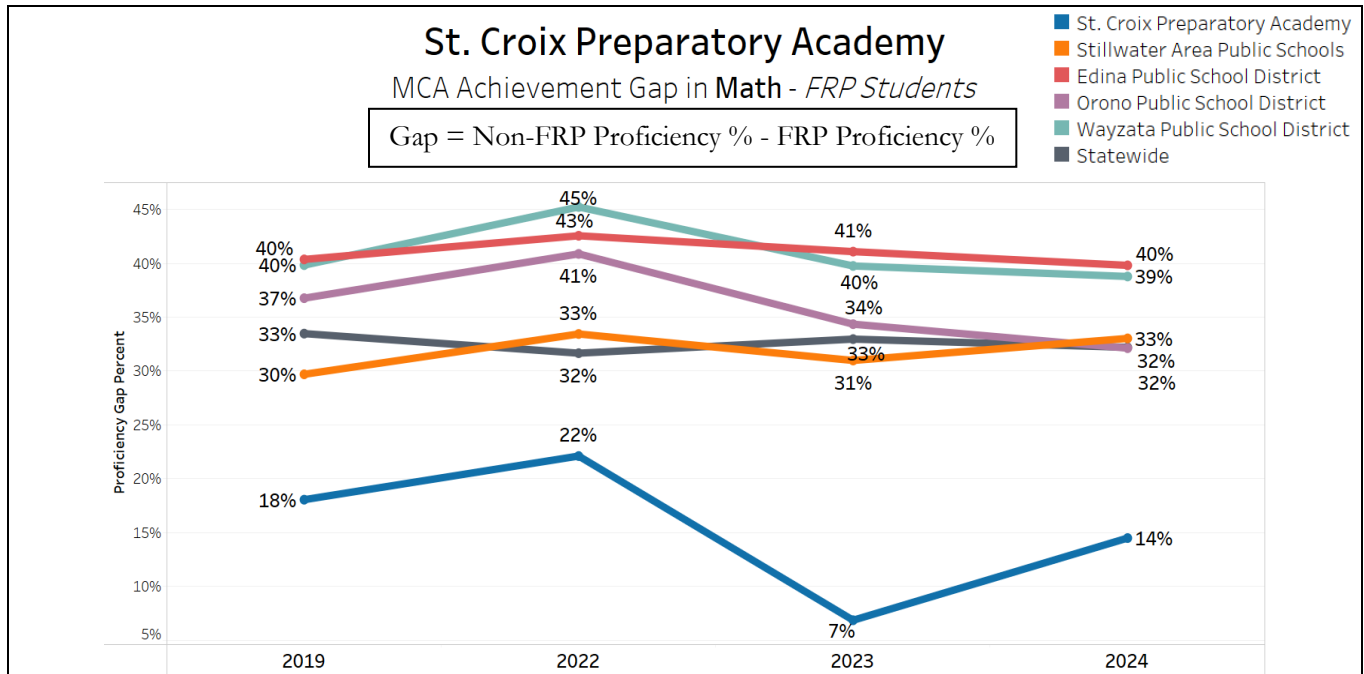
Expecting all students to achieve academic success, Friends of Education evaluates the degree to which traditionally-underserved students achieve the same proficiency rates as other students.

Achievement Gap is the disparity in academic achievement between identified student groups. Each chart in this section identifies the formula for determining the achievement gap for a specific student group.

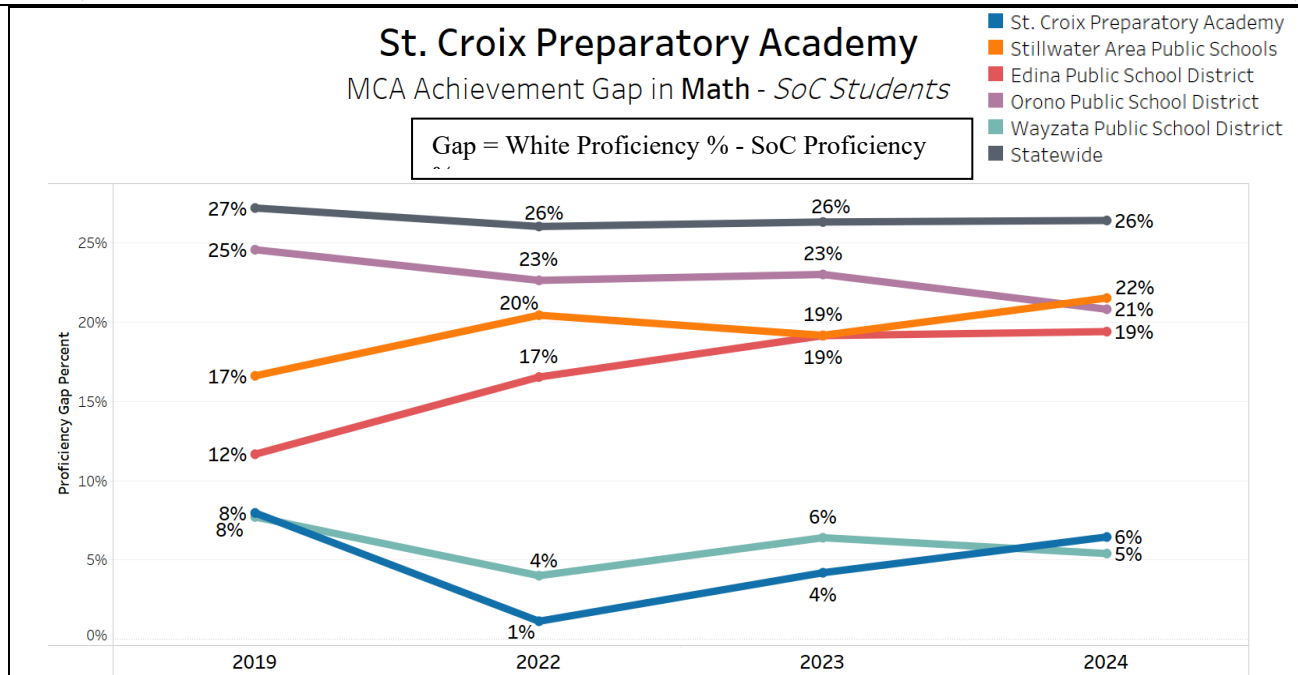
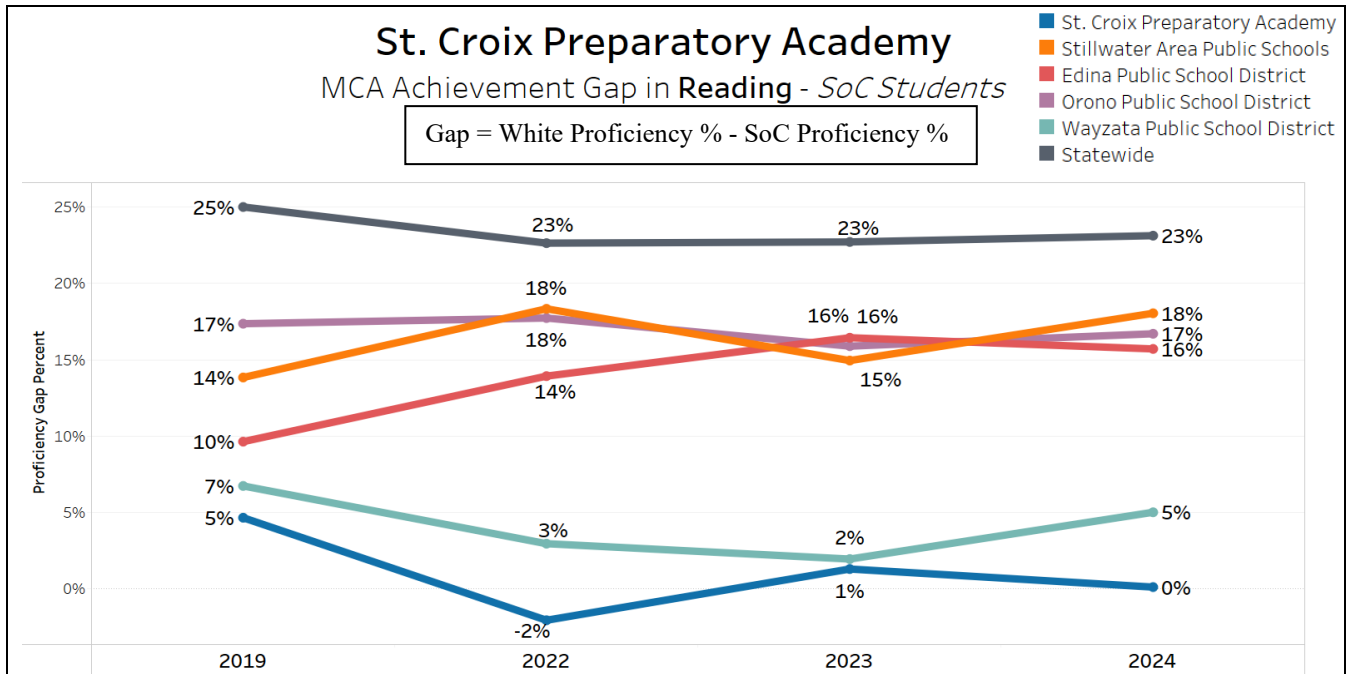
No gap, a small gap, or narrowing of the gap indicates less disparity and is therefore preferable. A negative gap indicates the identified student group is outperforming the comparative group.

Achievement gaps for SCPA's students qualifying for free/reduced priced meals (FRP) and students of color (SoC) for the current contract period are shown in the following graphs using FY2019 (pre-pandemic) as a baseline. This data demonstrates that SCPA is reducing the achievement gap slightly for FRP and SoC student groups. SCPA's achievement gap in both reading and math for the FRP student group is substantially less than the resident district, all comparative districts, and the state. For students of color, SCPA's achievement gap in both reading and math is similar to the Wayzata (comparative) district and significantly less than the resident district, the other two comparative districts, and the state.





- FY2019 (pre-pandemic) and FY2024 achievement gap for SCPA's FRP students in reading and math is substantially less as compared to the resident and comparative districts and the state.
- FY2019 (pre-pandemic) to FY2024, SCPA's FRP achievement gap data shows an increase in math of 4 percentage points.



- FY2019 (pre-pandemic) to FY2024, the reading achievement gap for SCPA's students of color lessened by 5 percentage points to achieve 0% achievement gap.
- FY2019 (pre-pandemic) to FY2024, the math achievement gap lessened by 2 percentage points.
- FY2019 (pre-pandemic) and FY2024 achievement gap for SCPA's students of color in both reading and math were on par with or the smallest when compared to a comparative district.

Academic Performance – Academic Governance

Friends of Education has attended SCPA's board meetings at least eight times during the contract period. Friends' attendance at SCPA board meetings and review of SCPA board meeting minutes indicate that the SCPA board discusses academic performance and initiatives at the school. (See Contract Fulfillment: Operations and Legal Compliance, Governance Goals)

Academic Performance – Contract Goals

Section 6.3 of the contract between Friends and SCPA requires that the School achieve the educational goals set forth in its charter contract. The goals set forth in its charter contract and the School's actual performance follow. Note, however, that some performance data may not be available due to the COVID-19 pandemic. Charter contract section 12.11 states that, if circumstances beyond the control of either party render impossible the obligations, performance is postponed for an equivalent period of time or shall be cancelled. Performance cannot be extended by the pandemic-related period, because SCPA currently has the maximum charter contract term (i.e., the charter term cannot be legally extended). Consequently, performance obligations affected by the COVID-19 pandemic are cancelled.

Goal 1: State Assessments (50% weight)

Sub Goal 1.1: Absolute Proficiency

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

- At the conclusion of FY2024, the School's third-grade reading proficiency rate will be no less than 25 percentage points higher than the state-average reading proficiency rate for all third-grade students.

Third Grade Reading Proficiency	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
Goal: no less than 25 percentage points higher than the state	SCPA: 88.6% State: 48.5% +40.1%	SCPA: 78.7% State: 48.1% +30.6%	SCPA: 77.8% State: 47.4% +30.4%	SCPA: 80.2% State: 46.9% +33.3%

Result: The School achieved 1 of 1 opportunity or 100.0%.

- All-School: Each year, the School-wide proficiency rates will be no less than 20 percentage points higher than the state proficiency rate for all students in math and no less than 23 percentage points higher than the state proficiency rate for all students in reading.

Schoolwide Math and Reading Proficiency	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
Math Goal: no less than 20 percentage points higher than the state	SCPA: 73.5% State: 44.2% +29.3%	SCPA: 78.6% State: 44.8% +33.8%	SCPA: 76.9% State: 45.5% +31.4%	SCPA: 77.6% State: 45.8% +31.8%
Reading Goal: no less than 23 percentage points higher than the state	SCPA: 86.6% State: 52.5% +34.1%	SCPA: 81.8% State: 51.1% +30.7%	SCPA: 83.2% State: 49.9% +33.3%	SCPA: 81.1% State: 50.2% +30.9%

Result: The School achieved 8 of 8 opportunities or 100.0%.

Sub Goal 1.1 Result: The School achieved 9 of 9 opportunities or 100.0%

Sub Goal 1.2: Comparative Proficiency

Each year, the School-wide proficiency rates will be no less than 10 percentage points higher than the Stillwater school district proficiency rate for all students in each reading, math, and science, and will exceed either the Edina, Orono, or Wayzata school districts for each reading, math, and science.

Schoolwide Proficiency Reading, Math, & Science	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
Reading Goal: no less than 10 percentage points higher than Stillwater	SCPA: 86.6% Still: 56.2% +30.4%	SCPA: 81.8% Still: 58.7% +23.1%	SCPA: 83.2% Still: 56.2% +27.0%	SCPA: 81.0% Still: 58.7% +22.3%
Math Goal: no less than 10 percentage points higher than Stillwater	SCPA: 73.5% Still: 53.4% +20.1%	SCPA: 78.6% Still: 56.4% +22.2%	SCPA: 76.9% Still: 55.1% +21.8%	SCPA: 77.6% Still: 57.9% +19.7
Science Goal: no less than 10 percentage points higher than Stillwater	SCPA: 75.7% Still: 49.8% +25.9%	SCPA: 74.7% Still: 50.9% +23.8%	SCPA: 81.6% Still: 48.5% +33.1%	SCPA: 68.3% Still: 52.4% +15.9%
Reading Goal: exceed either Edina, Orono, or Wayzata	SCPA: 86.6% Edina: 75.2% Orono: 73.2% Wayz: 77.5%	SCPA: 81.8% Edina: 73.2% Orono: 73.1% Wayz: 77.0%	SCPA: 83.2% Edina: 73.9% Orono: 72.0% Wayz: 73.5%	SCPA: 81.0% Edina: 75.4% Orono: 71.4% Wayz: 72.8%
Math Goal: exceed either Edina, Orono, or Wayzata	SCPA: 73.5 Edina: 68.5% Orono: 64.7% Wayz: 75.2%	SCPA: 78.6% Edina: 67.0% Orono: 68.2% Wayz: 77.8%	SCPA: 76.9% Edina: 70.6% Orono: 69.3% Wayz: 76.2%	SCPA: 77.6% Edina: 71.7% Orono: 70.2% Wayz: 75.4%
Science Goal: exceed either Edina, Orono, or Wayzata	SCPA: 75.7% Edina: 64.9% Orono: 60.1% Wayz: 68.1%	SCPA: 74.7% Edina: 63.1% Orono: 65.1% Wayz: 67.8%	SCPA: 81.6% Edina: 63.1% Orono: 60.0% Wayz: 61.1%	SCPA: 68.3% Edina: 66.5% Orono: 57.3% Wayz: 61.4%

Sub Goal 1.2 Result: The school achieved 24 of 24 opportunities or 100.0%

Sub Goal 1.3: Growth

- At the conclusion of FY2024, the average number of progress points generated by all students based on changes in their achievement levels, for the immediately preceding four years, will average no less than 2.5 in math and reading combined.

Average Progress Points	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024	Goal Formula for each Reading, Math, and FY Avg: (FY22+FY23+FY24) / 3 = Goal Result
All Student Group	no data available	Reading: 2.62 Math: 2.41 FY22 Avg Comb: 2.51	Reading: 2.70 Math: 2.31 FY23 Avg Comb: 2.50	Reading: 2.46 Math: 2.52 FY24 Avg Comb: 2.49	Reading FYAvg Result: 2.59 Math FYAvg Result: 2.41 FYAvg Comb: 2.50 Goal Result: Goal Met

Sub Goal 1.3 Result: The School achieved 1 of 1 opportunity or 100.0%

Sub Goal 1.4: Achievement Gap Reduction

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

- Each year, for each reading and math, the proficiency rate for each racial or economic student group, for which the School had publicly-reportable / sufficient counts, will exceed state proficiency rates for the student group by no less than 25 percentage points.

Proficiency Rate by Student Groups	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
Reading	SCPA Asian: 84.7% State Asian: 50.0% SCPA BlkAfAm: 82.4% State BlkAfAm: 30.7% SCPA HspLat: 81.8% State HspLat: 31.6% SCPA MltRc: 90.9% State MltRc: 51.3% SCPA FRP: 90.0% State FRP: 32.4%	SCPA Asian: 85.3% State Asian: 46.6% SCPA BlkAfAm: 76.0% State BlkAfAm: 30.7% SCPA HspLat: 86.7% State HspLat: 31.0% SCPA MltRc: 79.3% State MltRc: 50.7% SCPA FRP: 71.1% State FRP: 31.5%	SCPA Asian: 82.2% State Asian: 44.5% SCPA BlkAfAm: 79.2% State BlkAfAm: 30.5% SCPA HspLat: 79.2% State HspLat: 29.7% SCPA MltRc: 84.0% State MltRc: 49.8% SCPA FRP: 72.2% State FRP: 33.3%	SCPA Asian: 82.6% State Asian: 44.6% SCPA BlkAfAm: 75.9% State BlkAfAm: 31.1% SCPA HspLat: 79.3% State HspLat: 28.7% SCPA MltRc: 76.2% State MltRc: 50.4% SCPA FRP: 72.8% State FRP: 33.4%
Math	SCPA Asian: 79.2% State Asian: 43.3% SCPA BlkAfAm: 62.5% State BlkAfAm: 18.0% SCPA HspLat: 58.1% State HspLat: 21.2% SCPA MltRc: 83.3% State MltRc: 40.3% SCPA FRP: 61.3% State FRP: 22.7%	SCPA Asian: 77.3% State Asian: 42.2% SCPA BlkAfAm: 81.0% State BlkAfAm: 20.1% SCPA HspLat: 73.3% State HspLat: 22.6% SCPA MltRc: 78.3% State MltRc: 41.9% SCPA FRP: 57.9% State FRP: 23.4%	SCPA Asian: 70.8% State Asian: 42.4% SCPA BlkAfAm: 69.2% State BlkAfAm: 21.0% SCPA HspLat: 70.8% State HspLat: 23.2% SCPA MltRc: 82.8% State MltRc: 43.0% SCPA FRP: 70.9% State FRP: 26.8%	SCPA Asian: 75.3% State Asian: 43.2% SCPA BlkAfAm: 65.5% State BlkAfAm: 21.9% SCPA HspLat: 59.1% State HspLat: 22.4% SCPA MltRc: 77.3% State MltRc: 43.5% SCPA FRP: 65.0% State FRP: 27.0%

Result: The School achieved 40 of 40 opportunities or 100.0%

- Each year, for each reading and math, the average number of progress points generated by SPCA students based on changes in their achievement levels, for no less than two student groups, will exceed the average number of progress points generated for All School students.

Progress Points by Student Group	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
Reading	no data available	All: 2.62 Asian: 2.25 BlkAfAm: - HspLat: 3.12 MltRc: 2.26 EL: 2.00 SpEd: 2.50 FRP: 2.85	All: 2.70 Asian: 2.44 BlkAfAm: - HspLat: 3.20 MltRc: 2.69 EL: 2.75 SpEd: 2.95 FRP: 2.83	All: 2.46 Asian: 2.69 BlkAfAm: 2.60 HspLat: - MltRc: - EL: 2.88 SpEd: 2.41 FRP: 2.24
Math	no data available	All: 2.41 Asian: 2.90 BlkAfAm: - HspLat: 2.33 MltRc: 2.16 EL: 3.00 SpEd: 2.02 FRP: 2.39	All: 2.31 Asian: 2.46 BlkAfAm: - HspLat: 3.20 MltRc: 2.52 EL: 2.55 SpEd: 1.5 FRP: 2.54	All: 2.52 Asian: 2.57 BlkAfAm: - HspLat: - MltRc: - EL: 2.34 SpEd: 2.34 FRP: 2.29

Result: The school achieved 5 of 6 opportunities or 83.3%

Sub Goal 1.4 Result: The School achieved 45 of 46 opportunities or 97.8%

Goal 1: State Assessments - Goal Summary: The School had four State Assessment sub goals, each worth 25% of this goal category, and this goal category is worth 50% of the total goal attainment rate. The School achieved 100% of sub goals 1.1, 1.2, and 1.3 and 97.8% of sub goal 1.4 for 49.7% $((1.0 \cdot 0.25 + 1.0 \cdot 0.25 + 1.0 \cdot 0.25 + 0.978 \cdot 0.25) \cdot 0.50)$ towards the total goal attainment rate.

Goal 2: Nationally Normed Assessments (20% weight)

World's Best Workforce Charter Contract Targets: All students are ready for career and college; All students graduate from high school.

- Elementary: Each year, the School will administer a nationally-normed assessment in at least two grades, and more than 50% of the students taking the assessment will exceed the national average for their respective grade.

Result: Not Achieved. Per SCPA Renewal Application: *"Due to the Covid-19 pandemic and academic recovery after the pandemic we have not administered a nationally-normed assessment. The School will restart this testing in the 2024-2025 school year."*

Nationally-normed Assessment	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
Assessment Data	no data available due to Covid-19	SCPA did not give this assessment	SCPA did not give this assessment	SCPA did not give this assessment

Result: Not Achieved. Per SCPA: *"Due to the Covid-19 pandemic and academic recovery after the pandemic we have not administered a nationally-normed assessment. The School will restart this testing in the 2024-2025 school year."*

The School achieved 0 of 3 opportunities or 0.0%

- Secondary: Each year, at least 90% of graduating School students will have taken either the ACT or SAT, and a minimum of 70% of those students' scores will exceed the state-average score.

ACT/SAT	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
ACT/SAT Participation Goal: 90%	92.1% (82/89 students)	92.7% (77/83 students)	92.4% (86/93 students)	91.5% (76/83 students)
% of students exceeding the state-average score Goal: 70%	81.7% (67/82 students)	83.1% (64/77 students)	86.0% (74/86 students)	86.8% (66/76 students)

Result: The School achieved 8 of 8 opportunities or 100.0%

- Secondary: Each year, a minimum of 50% of School students in grades 9-12 will take an Advanced Placement (AP) course, and at least 80% of those students will receive a grade of C or better in the course.

Advanced Placement (AP) Course	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
AP course participation Goal: 50%	57.9% (222/383 students)	60.1% (226/376 students)	70.0% (267/381 students)	70.1% (263/375 students)
% of students receiving a grade of C or better Goal: 80%	78.8% (175/222 students)	80.0% (181/226 students)	80.1% (214/267 students)	81.3% (214/263 students)

Result: The School achieved 7 of 8 opportunities or 87.5%

- Secondary: Each year, a minimum of 50% of School students in grades 9-12 will have taken an Advanced Placement test and at least 75% of those students will achieve a minimum score of 3.

Advanced Placement Test	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
AP test participation Goal: 50%	57.9% (222/383 students)	60.1% (226/376 students)	70.0% (267/381 students)	70.1% (263/375 students)
% of students with a minimum score of 3 Goal 75%	68.0% (151/222 students)	75.2% (170/226 students)	76.0% (203/267 students)	83.2% (219/263 students)

Result: The School achieved 7 of 8 opportunities or 87.5%

- Secondary: Each year, at least 90% of the graduating class will have been accepted to a post-secondary institution.

Post-secondary Institution	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
% Graduating class accepted Goal: 90%	88%	86%	data not yet available	data not yet available

MDE Report Card: College Going

Result: The School achieved 0 of 2 opportunities or 0.0%

Goal 2: Nationally-normed Assessments - Goal Summary: The School had five Nationally-normed Assessment goals making each worth 20% of this goal category. This goal category is worth 20% of the total goal attainment. The School achieved 0% of the Elementary, 100% of the Secondary ACT/SAT, 87.5% of the Secondary AP-C, 87.5% of the Secondary-3, and 100% of the Secondary-graduation goals for 15.0% $((0.0*0.20 + 1.0*0.20 + 0.875*0.20 + 0.875*0.20 + 1.0*0.20)*0.20)$ towards the total goal attainment rate.

Goal 3: Ready for School (15% weight)

World's Best Workforce Charter Contract Target: All children are ready for school.

Each year 95% of all the School's kindergarten students continuously enrolled since the first day of school will be able to:

- generate all sounds of the first 26 phonograms (letters a-z) by the end of Q2,
- count to 32 by December 15th, and
- identify all 26 upper- and lower-case letters by May 15th

Kindergarten	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
% K students achieving all indicated benchmarks Goal: 95%	95.5% (86/90 students)	95.5% (85/89 students)	95.5% (86/90 students)	95.6% (87/91 students)

Result: The School achieved 4 of 4 opportunities or 100.0%

Goal 3: Ready for School - Goal Summary: The School had one Ready for School goal making it worth 100% of this goal category. This goal category is worth 15% of the total goal attainment. The School achieved this goal for 15.0% $((1.0 * 1.0) * 0.15)$ towards the total goal attainment.

Goal 4: Graduation (15% weight)

World's Best Workforce Charter Contract Target: All students graduate from high school.

Each year, at least 90% of 12th grade students will graduate.

Graduation Rate	SY20-21 FY2021	SY21-22 FY2022	SY22-23 FY2023	SY23-24 FY2024
XX% 12th grade students graduate Goal: 90%	97.8%	95.4%	98.9%	92.2%

MDE Report Card: 4-year Graduation Rate

Result: The School has achieved 4 of 4 opportunities or 100.0%

Goal 4: Graduation - Goal Summary: The School had one Graduation goal making it worth 100% of this goal category. This goal category is worth 15% of the total goal attainment. The School achieved this goal for 15.0% $((1.0 * 1.0) * 0.15)$ towards the total goal attainment.

Overall Goal Attainment Rate: The School had four goals for a total possible attainment of 100. The School achieved a 94.7 total goal attainment rate (goal 1: 49.7; goal 2: 15.0; goal 3: 15.0; goal 4: 15.0).

ACADEMIC PERFORMANCE - CONCLUSION:

As demonstrated previously, the School exhibits strong performance in improving student learning summarized as:

- The School has a contract goal attainment rate of 94.7%.
- The School's proficiency rates in math, reading, and science exceed its resident district and state average (for the same grades as offered by the school) as well as other high-performing districts.
- The School's economically-disadvantaged students achieve proficiency rates significantly higher than its resident district and state averages, as well as other high performing districts in both reading and math, demonstrating that the School is reducing the achievement gap.

For the next contract period, the goals reflected in the new contract will reflect the performance requirements set forth in Friends' Commissioner Approved Authorizing Plan, specifically:

- The Commissioner's Expectations for public schools, specifically, the Comprehensive Achievement and Civic Readiness goals (all children are ready for school, all racial and economic achievement gaps between students are closed, all students are ready for career and college, all student graduate from high school, prepare students to be lifelong learners). Preparing students to be lifelong learners is a new contract goal for SCPA.
- Absolute Proficiency: The aggressive Absolute Proficiency goals for all-school performance in math and reading in the current contract are increased for the new contract. The third-grade goal in the new contract is also slightly increased from the current goal.
- Comparative Proficiency: When considering the school's historical performance, student turnover, the Comparative Proficiency goals are aggressively increased from the current goals.
- Lifelong Learners: Preparing students to be lifelong learners is a new contract goal for SCPA.

CONTRACT FULFILLMENT: OPERATIONS AND LEGAL COMPLIANCE

Governance Goals:

- The School Board implements a governance plan whereby it regularly, but no less than annually, evaluates:
 - Academics -- whether the school is improving student achievement.
 - Finances -- whether the school is fiscally sound; and maintaining its minimum fund balance requirements
 - Operations - whether the school is well-managed and legally compliant.
 - Strategic Plan - whether the School is adhering to its strategic plan for continuous academic improvement, succession planning, and potential growth/replication.

Result: The School achieved 20 of 20 opportunities or 100.0%

Board Governance	FY2021	FY2022	FY2023	FY2024	FY2025
Academics	6/29/21	9/21/21 11/16/21	20-Sep-22	9/19/23	9/17/24
Finances	11/17/20 4/13/21	9/21/21 11/16/21	11/15/2021 12/20/21	12/19/23	11/19/24
Operations	9/15/20	8/17/21	8/16/22	8/15/23	8/20/24
Strategic Plan	9/15/20	11/16/21	10/29/22	10/7/23	10/12/24

Management and Administration of the School: The management and administration of the School is described in Exhibit D to the Charter Contract. Exhibit D states that the board shall be elected in accordance with its bylaws. The School's board is organized consistent with state law. The School Board delegates the day-to-day management of the School to an administrator who is hired and supervised by the School Board. The School Board decides matters relating to the operations of the School including, but not limited to, budgeting, curriculum, and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board. Based on Friends' review, the Board generally complies with its bylaws.

Disseminate Information: According to Minn. Stat. 124E.07 Subd. 1, schools must disseminate information about the school's offerings and enrollment procedures to families that reflect the diversity of Minnesota's population and targeted groups. Targeted groups include low-income families and communities, students of color, students at risk of academic failure, and students underrepresented in the school's student body relative to Minnesota's population. Beginning with FY2024, dissemination activities must be documented in the school's annual report and must be a component of the authorizer's performance review of the school. Friends believes the school complies with these requirements based on a review of the SCPA's FY2024 Annual Report and previous yearly documentation of the School's dissemination activities.

Board Training: Pursuant to Minn. Stat. 124E.07 Subd. 7, every charter school board member and nonvoting ex-officio member who is a charter school director or chief administrator must attend board training. All new board members, prior to beginning their term, must complete training on a charter school board's role and responsibilities, open meeting law, and data practices laws. A new board member must complete training on employment policies and practices under chapter 181; public school funding and financial management; and the board's roles and responsibilities regarding student success, achievement, and performance within 12 months of being seated on the board and every charter school board member must complete annual training throughout the member's term based. Based on Friends' review of the school's annual reports and the school's assurances, Friends believes the school complies with this law.

Financial Parameters within which the Charter Public School will Operate to Provide the Special Instructions and Services to Children with a Disability: Contract section 8.1A enumerates the special education provisions with which the school agreed to comply, and that section also identifies the financial parameters regarding special education funding. Based on feedback from SCPA's special education director, Friends believes the school complies with both federal and state special education requirements.

Leadership: School leadership has been responsive to Friends' requests.

Education for All: The School's established campus has extensive waiting lists which limit the entry point primarily to kindergarten.

Additional Legal Compliance

Based on Friends' review and SCPA's assurances of compliance, and except as may be noted below or elsewhere in this evaluation, Friends believes that SCPA complies with the following requirements/laws, as applicable:

1. Open Meeting Law, Minn. Stat. 13D
2. Educational Data, Minn. Stat. 13.32
3. Educational Records, Minn. Stat. 120A.22 Subd. 7
4. Equal Opportunities in Athletic Programs, Minn. Stat. 121A.04
5. The Pledge of Allegiance Requirement, Minn. Stat. 121A.11 Subd. 3
6. The Pupil Fair Dismissal Act, Minn. Stat. 121A.40 – 121A.56
7. Receipt of Records, Minn. Stat. 121A.75
8. Teacher Licensure, Minn. Stat. 122A.06 Subd. 2
9. The Minnesota Public School Fee Law, Minn. Stat. 123B.34 – 123B.39
10. Keeping open a school that a school board decides to close, Minn. Stat. 124E.06 Subd. 3(e)
11. Assumption of liability by the charter school, Minn. Stat. 124E.09
12. Financial audits, audit procedures and audit requirements, Minn. Stat. 124E.16 Subd. 1
13. Charter School Board, Minn. Stat. 124E.07 Subd. 1
14. Nonsectarian operations and affiliations, Minn. Stat. 124E.06 Subd. 3(c)
15. The charter school's primary focus, Minn. Stat. 124E.01 Subd. 1, 124E.06 Subd. 3(a)
16. Tuition, Minn. Stat. 124E.06 Subd. 3(b), (g)
17. Student Admission, Minn. Stat. 124E.11
18. Length of School Year, Minn. Stat. 124E.03 Subd. 6
19. Annual Report, Minn. Stat. 124E.16 Subd. 2
20. Information required by and submitted to the authorizer, under Minn. Stat. 124E.10 Subd.1(a)(7)
21. Provisions for transportation of pupils enrolled at the school, Minn. Stat. 124E.15
22. Dissemination of information, Minn. Stat. 124E.17 Subd. 1
23. Types/amounts of insurance coverages to be obtained by the charter school, Minn. Stat. 124E.09, 124E.10 Subd. 1(a)
24. Charter School Revenue, Minn. Stat. 124E.24 and 124E.25
25. Education of pupils with a disability, Minn. Stat. 125A.02, 125A.03 – 125A.24, 125A.65
26. Student Legal Records, Minn. Stat. 260B.171 Subds. 3, 5
27. Minnesota Cooperative Law, Minn. Stat. 308A
28. PERA, Teacher Retirement, and TRA, Minn. Stat. 353, 354, 354a
29. Nonprofit Corporations, Minn. Stat. 317A
30. State and Local Health and Safety Requirements
31. Website Disclosure Requirements, Minn. Stat. 121A.031 Subd. 3; 121A.55(d); 121A.80; 121A.335 Subd. 5(a); 124D.111 Subd. 1; 124E.06 Subd. 3(g); 124E.07 Subd. 5; 124E.07 Subd. 8(b); 124E.08; 124E.11(b), (d); 124E.12 Subd. 5(b); 124E.13 Subd. 3(b)(3); 124E.16 Subd. 2; and 256.962 Subd. 6

Staff Licensing. Minn. Stat. 124E.12 Subd. 1 states that charter schools must employ teachers with valid licenses to perform the duty for which they were hired at the school. SCPA has demonstrated licensing compliance.

Facility. The lease and site of the School have been reviewed by the MDE. Fire and other safety requirements are in place. SCPA has an impressive 30-year facility maintenance plan which is an exemplar for all schools.

OPERATIONS AND LEGAL COMPLIANCE - CONCLUSION:

Friends believes SCPA complies with legal and Minnesota Department of Education reporting requirements. School Leadership is responsive to requests from Friends, and SCPA has consistently provided exemplary reporting to Friends.