CHARTER SCHOOL CONTRACT

between

Friends of Education

and

DaVinci Academy of Arts & Science

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

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

- ❑ Increase learning opportunities for all pupils;
- ❑ Encourage the use of different and innovative teaching methods;
- X 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 October 3, 2007, 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, 2019; 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 [INSERT Name of School] located at one site, [INSERT Address], Minnesota, 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 supplemental affidavit to expand sites. The location(s) of the School 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. Articles 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 anyway 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 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. Articles of Incorporation. The School represents that, as of the date of this Contract, the Articles of Incorporation of the School set forth as Exhibit B are accurate and have not been otherwise altered or amended.

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
[ ] Pre-K
[X] 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 impost cost limitations on the investigation; (9) if, in the course of 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 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 20th 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 1st.

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 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 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 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 check that the background check has been completed and whether or not the background check 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 1st:	Facility secured and school leader identified
May 1st:	Database of interested students/families that is 125% of budgeted enrollment
May 10th:	Significant renovations/buildout to facility have begun
May 31st:	75% of projected budgeted students officially enrolled
June 1st:	75% of teaching staff hired
July 1st:	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 will 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 all pupil learning and all student achievement 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 pupil learning and student achievement for 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 all pupil learning and all student achievement. 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 pupil performance and student achievement for 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 all pupil learning and all student achievement, 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 pupil learning and student achievement for all students. For example, nonrenewal will result from the School's failure to improve all pupil learning and all student achievement notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of all pupil learning and all student achievement 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 all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas, 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 all pupil learning and all student achievement 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 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, 2019, and shall remain in full force and effect for five (5) academic years through the end of the 2023-2024 school year, and shall terminate on June 30, 2024, 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
200 East Lake Street
Wayzata, MN 55391

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

DaVinci Academy of Arts & Science
532 Bunker Lake Blvd NE
Ham Lake, MN 55304

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 Probationary 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, 2019

FRIENDS OF EDUCATION

By: _____ Executed: 6/21/2019

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: _____

Melanie Persellin

Title: Board President

Minnesota Department Education

EXHIBIT A

October 3, 2007

Ms. Beth Topoluk
Friends of Ascension
319 Barry Avenue S, Ste 200
Wayzata, MN 55391

Dear Ms. Topoluk:

Congratulations, Friends of Ascension's request to sponsor DaVinci Academy of Arts & Science charter school has been approved according to requirements set forth in Minn. Stat. § 124D.10 (2006). DaVinci Academy of Arts & Science charter school is approved to serve students in grades Kindergarten to twelfth grade at one site in the Blaine/Moundsview, Minnesota area. With successful development during the planning period, DaVinci Academy of Arts & Science charter school may begin serving students as early as the 2008-2009 school year.

Friends of Ascension is responsible for providing primary oversight during the charter school's development and ongoing operation. As the charter school's board of directors engages in the process of developing the charter school to serve students, developmental checkpoints in December, February, and April are to be utilized by the sponsor to manage the school's developmental progress. These checkpoints will be more thoroughly discussed during the mandatory Post-Approval Board Training in October 2007.

Enclosed with this letter you will find:

- MDE's October Post-Approval Board Training registration information.
- Next Steps; Charter School Approval - this document contains specific information regarding your charter contract.
- Planning Period Mandatory Training Schedule 2008-2009 – this document contains a list of required training sessions during the next 12 months.
- Proposal Reviews – this is a set of internal and external reviewer comments that should serve as a resource for the school's continued development.

Based on reviewer feedback, the charter school proposal application evaluation process identified these specific areas for improvement:

- The board will need to further develop a specific plan for policy development and process for maintaining and monitoring school policies and procedures.
- The compelling need for this school may be the integrated curriculum and STEM emphasis; it might be beneficial for school developers to showcase these innovative characteristics in their student recruitment and public relations efforts.

- The interim board is encouraged to more clearly define the specific roles and responsibilities that each board member anticipates contributing to the successful opening of DaVinci Academy.

Friends of Ascension and DaVinci Academy of Arts & Science charter school are encouraged to give priority to the further development of these areas during the planning period.

Congratulations again on your approval and best wishes for success of DaVinci Academy of Arts & Science charter school.

Sincerely,

Alice Seagren

Alice Seagren
Commissioner

CC: Ms. Kathy Reinartz

Enc: MDE's October Post-Approval Board Training registration information
Next Steps; Charter School Approval
Planning Period Mandatory Training Schedule 2008-2009
Proposal Reviews

NP-OR

EXHIBIT B

24441220002

ARTICLES OF INCORPORATION
OF
THE DAVINCI ACADEMY OF ARTS AND SCIENCE

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statutes, Chapter 317A.

ARTICLE I
NAME

The name of the corporations is The DaVinci Academy of Arts and Science

ARTICLE II
REGISTERED OFFICE

The address of the Corporation's registered office is 8016 Jefferson St NE, Spring Lake Park, MN 55432

ARTICLE III
PURPOSES

The purposes for which the Corporation is organized are: 1) to be operated in accordance with Minnesota law, including the provisions of Minnesota Statute § 124D.10, to promote, support, advance and represent the interests of a fully accountable, financially, legally and educationally autonomous public charter school; 2) to receive and disburse funds or other property incident to or necessary for the accomplishment of its purposes and do any and all acts incidental to the transaction of its business or expedient for the attainment of the purposes stated herein; 3) to carry out such purposes within the meaning of Section 501©(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the "Code"), and which is other than a private foundation by reason of being described in Section 509(a)(1),(2) or (3) of the Code.

ARTICLE IV
NO PECUNIARY GAIN; INUREMENT

No part of the earnings may inure to the benefit of or be distributed to the Corporation's members, directors or officers. No financial gain shall ever accrue to a member, officer or director of the Corporation, nor to any person or organization in the conduct of the business of the Corporation, except that reasonable compensation may be paid for services actually rendered to or for the Corporation in carrying out its charitable purposes as permitted for federal law. Any receipts of the corporation and shall be applied by the directors to the expenses incurred by the Corporation in carrying out the purposes set for the herein.

ARTICLE V
POLITICAL ACTIVITY

No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE VI
MEMBERS

The Corporation shall not have capital stock. The membership of the Corporation shall consist of one or more classes. The Board of Directors shall have the authority to establish one or more classes of membership and shall fix the voting power, rights and preferences of each class in the Bylaws of the Corporation.

ARTICLE VII
DISSOLUTION

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

ARTICLE VIII
PERSOANL LIABILITY

Neither the members, nor the incorporator, directors, officers, employees, representatives or agents of the Corporation, past or present, shall be personally liable for

the payment of any debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members or of any of the incorporator, directors, officers, employees, representatives or agents be subject to the payment of the debts or obligations of the Corporation to any extent.

ARTICLE IX
FIRST BOARD OF DIRECTORS

The names and addresses of the first Board of Directors of the Corporation are as follows:

NAMES AND ADDRESSES:

Kathleen E. Reinartz, 8016 Jefferson St NE, Spring Lake Park, MN 55432

Ruth Vercheck

Ashley Jensen, 3247 119th Ave NE, Blaine, MN 55449

Eric Engstrom, 4725 Laura LN, Shoreview, MN 55126

Jon Burkhow, 7800 Tyler St NE, Spring Lake Park, MN 55432

Betsy Weingartner, 12165 Cottonwood St NW, Coon Rapids, MN 55448

And such person shall serve as directors of the Corporation until such time as it is necessary for the Board to conform to the prerequisites of Minn. Stat. 124D.10.

ARTICLE X
INCORPORATOR

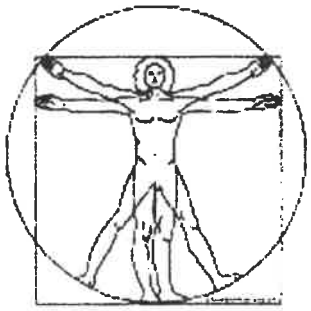
The name and address of the incorporator is: Kathleen E. Reinartz, 8016 Jefferson St. NE, Spring Lake Park, MN 55432.

IN WITNESS WHEREOF, I have hereunto set my hand this 24, day of July, 2007.

Kathleen E Reinartz
Incorporator

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 24 2007
Mark Ritchie
Secretary of State

EXHIBIT C



Bylaws

DaVinci Academy of Arts and Science

Approved: October 2007
Revised: November 2009
June 21, 2010
October 17, 2011
September 16, 2013

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BYLAWS
OF
DaVinci Academy of Arts and Science
(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. Annual Meeting. The annual reorganization meeting of the Board of Directors shall take place in February of each year. Notice of the annual meeting of the Corporation shall be by official posting on School Website, and posting at the school site. Such notice shall contain the date, time and place of the meeting.

Section 2. Regular Meeting. Regular meetings of the Board of Directors shall be held the third Monday of each month. The Board will be notified by written notice received by mail, by e-mail, in person or by facsimile at least five (5) days prior to the meeting and at least four (4) times during the school year. The notice shall designate the time, place and date of such meeting.

Section 3. Special Meeting. Special meetings of the Board of Directors may be called at any time, for any purpose, by President or at least two Directors. Notice of every special meeting of the Board of Directors shall be mailed to each director at least five (5) days before the day on which the meeting is to be held, or be delivered in person, e-mailed, or by telephone, not later than seventy-two (72) hours before the meeting is to be held.

Section 4. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the

meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The existence of a quorum is determined when a duly called meeting is convened.

Section 5. Voting. The affirmative vote of a majority of a quorum of Board member shall constitute a duly authorized action of the Board.

Section 6. Open Meeting Law. All Board of Director meetings and committee meetings of the Board of Directors, and notice of all such meetings, shall comply with the Open Meeting Law.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minnesota Statute 124D.10, and by other applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2. Number, Tenure, and Qualifications.

(a) Number. The Board of Directors shall consist of at least five and no more than nine members.

(b) Tenure – Initial Board of Directors. The initial Board of Directors shall be as stated in the Articles of Incorporation and may, by a majority vote of the Board membership, appoint additional members. The Board shall designate each Director on the initial Board as director A, B, C, D, E, F, or G. Directors A, B and C shall have terms expiring at the annual meeting occurring in the first year of school operations. Directors D and E shall have terms expiring at the annual meeting occurring in the second year of school operations. Directors F and G shall have terms expiring at the annual meeting occurring in the third year of school operations.

(c) Tenure – Ongoing Board of Directors. Except as stated in this Section, each director shall hold office for a three (3) year term or until a successor has been duly elected and qualified or until the director dies, resigns, is removed or the term otherwise expires. For the term beginning February 2012, Director A will hold office for a two (2) year term or until the director dies, resigns, is removed or the term otherwise expires and will thereafter hold office for a three (3) year term or until the director dies, resigns, is removed or the term otherwise expires. Two Director positions (Directors H and I) were added in October 2011 to hold office until February 2013 and February 2015 respectively, or until the director dies, resigns, is

removed or the term otherwise expires. After the initial term expires, Directors H and I will hold office for a three (3) year term or until the director dies, resigns, is removed or the term otherwise expires.

(d) Qualifications.

(i) Related Parties Prohibited. The Board of Director membership shall not contain any related parties, as defined by Minn. Stat. 124D.10.

(ii) Additional Qualifications -- Initial Board. At least one Director must be a Minnesota licensed teacher.

(iii) Additional Qualifications -- Ongoing Board.

(A) Employee Termination. A school employee 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) Governance Model. The Board of Director membership must adhere to one of the following two governance models:

1. 1/1/1 Governance Model. The Board of Directors must be comprised of at least one Minnesota licensed teacher employed at the school, at least one parent/legal guardian of a child enrolled at the school, and at least one community member who is neither employed at the school nor has a child enrolled at the school.

   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.

   A community member Director who, during his or her Board term, becomes employed at the school or becomes a parent of a child enrolled at the school is removed from the Board as of the date of such employment or enrollment.

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.

2. Teacher Majority Governance Model. A majority of the Board of Directors must be Minnesota licensed teachers who are employed at the school.

Section 3. Designation & Change of Governance Model.

(a) Designation of Governance Model. The Board membership shall adhere to the 1/1/1 governance model. In order to ensure compliance with the 1/1/1 Governance Model designated in Section 3(a) of this Article IV, 2 members (Directors A and B) shall be teacher directors, 2 members (Directors C and E) shall be community member directors and 3 members (Directors D, F and G) shall be parent/legal guardian directors. The 2 remaining members (Directors H and I) can be from any one of the three categories.

(b) Requirements to Change of Governance Model. The Board may change the governance model only upon:

(i) a majority vote of the Board membership and Minnesota licensed teachers employed at the school, with Minnesota licensed teachers who are both employed at the school and a Director having one vote.

AND

(ii) approval of the school's authorizer.

(c) Process & Procedures to Change Governance Model.

(i) Requests & Petitions to Change Model. The Board may consider a change in its governance model 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 model. 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 model. 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 Model. Any change in the governance model 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 annual meeting, 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 annual meeting. 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, and the date of the annual meeting and election, at least thirty (30) days prior to the annual meeting/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 parent and legal guardian of a child enrolled at the school and each employee of the school shall have the right to exercise one (1) vote for its board candidates. A parent/legal guardian of a child enrolled at the school who is also employed at the school 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 President or the Secretary of the Corporation. Unless otherwise specified therein, or if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, by a two-thirds (2/3) vote of a majority of all remaining directors of the Corporation.

Section 7. Filling Vacancies. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the term of the replaced Director expires, or until his or her successor has been duly elected and qualified, subject to his or her earlier death, disqualification, resignation or removal.

Section 8. Compensation. Directors shall not receive compensation for their services as a Director, but nothing in these Bylaws shall be construed to preclude any director from serving the Corporation as an employee and receiving compensation therefore. 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. Meetings Without Notice. Any director may, in writing or orally, either before, at, or after any meeting of the Board of Directors, waive notice thereof and, without notice, any director by attendance at such meeting and participation therein shall be deemed to have waived notice of the action or actions taken at any meeting of the Board of Directors.

Section 10. Presence at Meetings. Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of telephone or similar electronic communications if all the following conditions are met:

(a) an in-person meeting is not practical or prudent due to a health pandemic or an emergency declared under Minn. Stat. Ch. 12,

(b) all Board members, wherever physically located, can hear one another and all discussion and testimony,

(c) all members of the public at the regular meeting location can hear all discussion and testimony and all votes, unless attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration,

(d) at least one Board member, legal counsel, or chief administrator is physically present at the regular meeting location, unless unfeasible due to the health pandemic or emergency declaration, and

(e) all votes are conducted by roll call, so that each Board member's vote on each issue can be identified and recorded.

Section 11. Committees of the Board. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member of any meeting of the committee.

(a) Authority of Committees. All committees shall make recommendations to the Board of Directors. No committee shall have the authority to act on behalf of the Board of Directors.

(b) Procedures for Conducting Committee 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 President shall be ex-officio member of all committees, unless the President serves as a member of such committee. The meetings of all committees shall be open to the public.

(c) Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings, and all action of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.

(d) Committee Establishment. Committees of the Board of Directors shall include: a Budget, Finance, and Audit Committee; a Curriculum/Technology Committee; and an HR/Compensation Committee. The Board may establish other committees by majority vote of Board membership.

Section 12. Conflict of Interest. A Conflict of Interest Policy is established by the Board of Directors that is consistent with Minn. Stat. 124D.10 and federal law. Further, the Conflict of Interest Policy and the Board of Directors must meet at least the following conditions:

(a) Each director must complete a conflict-of-interest statement for review by the Board within thirty (30) days of his or her election or appointment, and shall annually complete such a statement on the anniversary of his or her election, appointment or on such an annual date that the Board may select. The Board will provide the conflict of interest statement to its authorizer.

(b) Conflict of Interest Prohibited. A member of the Board of Directors is prohibited from serving as a member of the Board of Directors if the individual, an immediate family member, or the individual's partner is an owner, employee or agent of, or a contractor with a for-profit or nonprofit entity with whom the school contracts, directly or indirectly, for professional services, goods, or facilities.

(c) Conflict of Interest Policy-Contract or Transaction. Neither the Board nor the Corporation shall enter into any contract or transaction with (i) one or more of its directors, (ii) a director related organization, or (iii) an organization in or of which a director of the organization is a director, officer, or legal representative, employee, or in some other way has a material financial interest.

(d) Conflict of Interest Policy-Vote at Board Meeting. The interested director may be present at the Board meeting to answer questions, and shall exit from the meeting room during and shall not otherwise participate in the discussion or vote. The Minutes of all actions taken on such matters shall clearly reflect that the requirements of this section were met and were consistent with Minn. Stat. 124D.10.

ARTICLE V
OFFICERS

Section 1. Number & Election.

(a) Number of Officers. The officers of this Corporation shall consist of a President (Chief Executive Officer), Vice President, 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.

(i) Initial Board. The officers of the initial Board shall be elected by a majority vote of the board, which officers shall retain such officer positions until their term otherwise expires or until such director's death, disqualification, resignation, or removal.

(ii) Ongoing Board. 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.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation or removal shall be elected by a majority vote of the Board for the remaining unexpired term of the office.

Section 3. President (Chief Executive Officer). 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, and as the Board of Directors may from time to time prescribe.

Section 4. Vice-President. The Vice-President shall:

(a) Exercise the functions of the Office of the President of the Corporation, 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 officers 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 are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

Section 5. Treasurer (Chief Financial Officer). The Treasurer shall:

(a) Keep 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) Have the 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;
(e) Disburse the funds of the Corporation as ordered by the Board of Directors, making proper vouchers therefore;

(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 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. Such employees shall: 1) be appointed in a manner; 2) have their duties and responsibilities; and 3) hold their positions for the time, prescribed by the Board of Directors.

Section 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 a quorum 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 dissolution. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds (2/3) of a quorum of the Board of Directors taken at a meeting during which the resolution is brought before the public. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

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

ARTICLE VII
INDEMNIFICATION

Section 1. Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation, as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521. 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.

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

against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation or these Bylaws.

ARTICLE VIII
AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws. The bylaws may be amended, altered, or repealed and new bylaws adopted upon proper notice and a two-thirds majority vote of 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 financially liable for any purpose or to any amount.

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

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

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

Section 5. 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 original or copies of:

(a) Approved minutes and records of all proceedings of the Board of Directors and all committees;

(b) Records of all votes and actions of the members;
(c) All financial statements of this Corporation; and
(d) 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 applied on a consistent basis, 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 at least once each fiscal year and at such other times as it may seem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

ARTICLE X
MISCELLANEOUS

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

Exhibit D

IMPLEMENTATION OF PURPOSE/MISSION
DAVINCI ACADEMY

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

1. **Improve All Pupil Learning & All Student Achievement:**
   To improve all pupil learning and all student achievement, the School will implement the Core Knowledge Sequence, Singapore Math, and Data Driven Instruction (DDI), each of which have been demonstrated to improve student achievement. The School will implement a PBIS (Positive Behavior Interventions and Supports) system which supports academic achievement and character development for students.

2. **Measure Learning Outcomes and Create Different and Innovative Forms of Measuring Outcomes**
   The School will use Data-Driven Instruction to measure learning outcomes and adjust learning opportunities based on assessment data. The use of formative and summative assessment data is a clearly-defined and effective pathway to academic achievement.

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

Exhibit E

SCHOOL PROGRAMS
DAVINCI ACADEMY

In-School Time Programs:

K – 12 Academic Program:

1. 70% Implementation of the Core Knowledge Sequence in grades K – 8, with 100% in K-3 English/Language Arts, Social Studies, and Science.
2. Ongoing implementation of Singapore Math: 100% for grades K-4; partial use in 5th grade, and addition of Holt Mathematics in grades 5-8.
3. Implementation of Core Knowledge Reading program.
4. Implementation of foreign language instruction and F/T Spanish Teacher.
5. Use of data-driven assessments to inform instruction.

Narrative:

DaVinci Academy's four pillars are: enhanced learning experience, arts and science arts and science focus, differentiated instruction, and character development.

DaVinci Academy provides an innovative and quality educational program using the Core Knowledge Sequence as the basis of the foundational curriculum. The use of the Core Knowledge Sequence helps teachers set high but attainable standards.

DaVinci Academy ensures that each student has the fundamental skills and knowledge to form a strong foundation for higher education and a desire for lifelong learning.

DaVinci Academy establishes a learning community of students, teachers, and parents that models and encourages character development, respect for diversity, and a sense of responsibility in society.

DaVinci Academy has developed Gifted/Talented program (Renaissance) in order to continually challenge students who are excelling academically as well as to aid teachers in providing a more rigorous curriculum in the classroom.

DaVinci Academy utilizes a number of assessment strategies such as data-driven assessments, STEP Literacy Assessments, NWEA, Aimsweb, and informal assessments in order to differentiate instruction for all students.

Out-of-School Time Programs

The School offers after-school care (DaVinci Den) and other out-of-school time programming on a fee-basis so that general education revenue is not used to fund out-of-school time programming. The out-of-school time programs provide an adult-supervised environment during which students engage in a variety of activities such as physical activity, board games, and quiet study time.

Exhibit F

ACADEMIC & NON-ACADEMIC OUTCOMES / GOALS
DAVINCI ACADEMY

The School agrees to the following outcomes / goals. This Exhibit F has two pages.

Goal 1: State Assessment Tests (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 FY2023, the School's third-grade proficiency rates for the most recent four years will average no less than 15 points higher than the state average in reading, or each year at least 90% of the 3rd-grade students will be at grade level-proficiency or move ahead two steps on the STEP Literacy Assessment.

- Each year, the School proficiency rates will exceed the state-average proficiency rates for the same grades served by the School by at least eight points in math, and by at least twelve points in reading and science.

Sub Goal 1.2: Comparative Proficiency – District. Each year, the School will demonstrate higher School-wide proficiency rates than the Anoka school district, for the same grades served, for each reading, math, and science.

Sub Goal 1.3: Growth. As published by the Minnesota Department of Education, each year: either the School'ss growth z-score will exceed the state-average z-score in each reading and math; or the School's on-track growth will exceed the state-average on-track growth in each reading and math; or the School's average percentage of students who maintained or improved achievement levels will exceed the state-average.

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 subgroup other than English Learners, for which the School had publicly-reportable / sufficient counts: the School's proficiency rate will exceed the state-average proficiency rate for the subgroup for each reading and math.

- English-Learners: As published by the Minnesota Department of Education, for each year the School has publicly-reportable / sufficient counts of English-Learner students: 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 Assessment (20% weight)

World's Best Workforce Charter Contract Target: All students are ready for career and college.

Each year, the School will administer a Nationally-Normed Assessment in at least grade 8, such as NWEA MAP, and at least 70% of the School's 8th grade students' scores will correlate to "Exceeds the Target" designation in TIES, which indicates college readiness at the State University level, or at least 65% of the students will surpass the national norm for the assessment.

Goal 3: Ready for School (20% weight)

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

Each year, by December 15th, 80% of all School's kindergarten students continuously enrolled since the first day of school will be able to identify all 26 upper and lower case letters and count to 32.

Goal 4: School Culture (10% Weight)

Sub-Goal 4.1: Professional Development. At least 100% of all staff employed for at least one academic year shall receive professional development each year, as demonstrated by School records.

Sub-Goal 4.2: Stakeholder Satisfaction. Each year, the School will administer both a staff and parent survey, and at least 80% of staff and parents returning the survey will indicate overall satisfaction with the School.

Sub-Goal 4.3: Attendance. Each year, 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.

ADMISSION POLICIES & PROCEDURES
DAVINCI ACADEMY

DaVinci Academy establishes the following Admissions and Lottery Policy.

This Exhibit G has three pages.

POLICY STATEMENT: Admission to DaVinci 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.

(1) Each school year, the Board:
- a. establishes by December 1st the open enrollment period applicable to the following school year's admissions.
- b. publishes by December 1st :
  - (i) DaVinci Academy's enrollment application applicable to the following school year, and
  - (ii) this Admissions and Lottery Policy.
- c. establishes and publishes by December 1st, the Available Enrollment by Grade applicable to the following school year.

(2) Notice to Currently Admitted Students & Staff Employed at the School: Prior to the beginning of the open enrollment period, the school provides notice of the open enrollment period to parents and staff so that siblings of currently admitted students and children of staff may submit a timely application.

(3) Currently Admitted Students – Intent to Return: Prior to the beginning of the open enrollment period, the school asks families to complete an "Intent to Return" form.

(4) Application Processing. Each enrollment application received is date-stamped and also either time-stamped or sequentially stamped by number designating the order in which applications were received for each such date.

(5) Admissions. All applications received during the open enrollment period are automatically accepted for enrollment (i.e. admitted) unless more applications are received than the available enrollment established by the Board for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery; however, siblings of currently admitted students and children of staff have preference.

(6) Siblings of Admitted Students ("Siblings") and Foster Children of Parents of Currently Admitted Students ("Foster Siblings"): Siblings and Foster Siblings, who submit an application before the expiration of the open enrollment period, of currently admitted students are automatically admitted unless the number of Sibling and Foster Sibling applications exceed the available enrollment established by the Board for the applicable grade(s). If the number of Sibling and Foster Sibling combined applications exceeds available enrollment in any grade, a Sibling and Foster Sibling lottery is held for each such grade. Siblings and Foster Siblings 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 Siblings and/or Foster Siblings, the Sibling and Foster Sibling lottery continues and establishes the Sibling and Foster Sibling waiting list, which has preference over both the staff-children waiting list and the general waiting list.

(7) Children of Staff Employed at DaVinci Academy Children of staff employed at the school who submit an application before the expiration of the open enrollment period, are automatically admitted provided that all Siblings and Foster Siblings (of already admitted students) who submitted a timely application are admitted, and provided there is available enrollment as determined by the Board for the applicable grade(s). If the number of children of staff exceeds the available enrollment established by the Board for any grade (and after all Siblings and Foster Siblings (of admitted students) who submitted a timely application are admitted), a teacher-children lottery is held. Children of staff are admitted to the school in the order in which they are drawn in the lottery. If all available enrollment in a grade is filled by children of staff, the teacher-children lottery continues to establish the teacher-children waiting list for each such grade.

(8) General Lottery: If the number of applications received during the open enrollment period exceeds available enrollment established by the Board for any grade (and after Siblings and Foster Siblings (of admitted students) who submitted timely applications are already admitted or establish a Sibling and Foster Sibling waiting list, and after all children of staff employed at the school who submitted a timely application are already admitted or establish a teacher-children waiting list), the school conducts a general lottery. All applications for each such grade(s) (excluding applications from Siblings and Foster Siblings of already admitted students and excluding applications from children of staff employed at the school) received before the expiration of the open enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are drawn in the lottery, as long as there is available enrollment as determined by the Board for the applicable grade(s). If all available enrollment in any grade is filled, the lottery continues and establishes the general waiting list for each such grade in the order drawn, until all applications are drawn. If a student is admitted through the general lottery and that student has one or more siblings in other grades also subject to a lottery, those siblings are automatically admitted as long as available enrollment as determined by the Board remains in the applicable grade(s).

(9) Applications received after the open enrollment period expires are automatically admitted as long as there is available enrollment as established by the Board in the applicable grade, in the order received. If, or once, there is no available enrollment in any grade, applications are added to the applicable waiting list for each such grade, in the order received.

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

General Admission Procedures:

(1) **Order of Admission**: Siblings and Foster Siblings of Already Admitted Students, then Children of Staff Employed at the School, then General Admissions.

(2) **No waiting list carry over from year to year**: Each waiting list is subject to a lottery and redrawn during each admission process each year.

(3) **Multiple births** (twins, triplets, etc): Each student seeking admission completes an application (i.e. not one application for the family). In a lottery situation, each student receives an individual number/lot in the lottery.

(4) **Lottery Grade Order**: Applicable lotteries occur from highest grade to lowest grade. For example, if a lottery is required in grades K and 3, the grade 3 lottery is conducted first, followed by the K lottery.

Exhibit H

GOVERNANCE AND MANAGEMENT PLAN
DAVINCI ACADEMY

The School shall be operated by a School Board elected in accordance with its bylaws.

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 shall employ and contract with necessary teachers, as defined by Minn. Stat. 122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School shall be treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

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

The School Board may discharge teachers and non-licensed employees.

The School Board shall decide matters relating to operations of the School including, but not limited to, budgeting, curriculum programming, personnel, and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board.

The School Board shall adopt personnel evaluation policies and practices that comply with Minn. Stat. 124E.03 Subd. 2(h) and 124E.12 Subds. 1 & 2.

The School Board shall implement 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 operations - whether the school is well-managed and legally compliant; and shall include summaries of its evaluations in board minutes.

The School Board shall adopt 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 shall review its strategic plan annually and revise it as needed at the completion of each academic year. As part of its strategic plan: (1) the School will implement an academic improvement plan for the School, (2) the School will implement a financial plan to establish a 25% fund balance within four operating years; and (3) the School will implement a plan to attract, train, and retain high-quality teachers.

Exhibit I

ADMINISTRATION AND OPERATIONS PLAN
DAVINCI ACADEMY

Director:
The Board hires an Executive Director who manages the day-to-day operations of the School. Responsibilities include, but are not limited to: (1) implementing the mission and philosophy of the School; (2) Maintaining the academic integrity of the school; (3) Managing the faculty, staff and operations of the School; (4) Ensuring the curriculum furthers the mission of the School; (5) Supervising all administrative staff; (6) Observing, evaluating, and coaching teachers, and (7) supervising students.

The Executive Director reports to the School Board.

The Executive Director is a leader. The Executive Director ensures the culture and mission of the School are clear to all stakeholders. The Executive Director also facilitates development of the School culture.

Faculty:
The faculty teaches the curriculum as set forth and approved by the Executive Director and the Board of Directors.

Business Manager:
The business manager, under the supervision of the Executive Director, is responsible for all financial matters at the School. The School may also contract with outside consultants and services for financial, payroll, and other services. These services are completed under the supervision of the Executive Director.

Exhibit J

FINANCIAL MANAGMENT PLAN
DAVINCI ACADEMY

The Board is trained in financial oversight. The Board maintains a finance committee. The Board treasurer and finance committee members receive additional training as necessary to ensure comprehensive understanding of charter school finance and oversight.

The Board monitors and evaluates the School's recordkeeping, controls, and financial position. Specifically: (1) the treasurer and/or Executive Director report at all Board meetings regarding the School's financial position, including current and forecast positions, and makes related recommendations; (2) the Board Treasurer presents a report at all Board meetings that details all disbursements made, cash flow, balance, additional relevant financial data, and monitoring of the School's control processes, and (3) the Board Treasurer meets regularly with the Executive Director and/or business manager to monitor school finances on a regular and ongoing basis. Significant developments that adversely impact the School are immediately brought before the Board.

The Board retains an external auditor on an annual basis to review the School's internal controls and processes. The Board's financial management goal for each year is that the external audit will identify no material weaknesses or significant deficiencies. If such weaknesses / deficiencies are identified, the Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits.

FRIENDS OF EDUCATION

Statement of Assurances

I understand that the primary purpose of a charter school is to improve all pupil learning and all student achievement. 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. Chapter 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, 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 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. 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 how to use its offerings. Targeted groups include low-income families and communities, students of color, and students who are at risk of academic failure.

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) via the internet, 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, in compliance 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, supervisory, and instructional leadership positions, including at least qualifications in instruction and assessment; human resources and personnel management; financial management; legal and compliance

management; effective communication; board, authorizer, and community relationships; and will use those qualifications as a basis for job descriptions and performance evaluations.

- I assure that the board will develop professional development plans for unlicensed staff in administrative, supervisory, or instructional leadership positions.

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 all pupil learning and all student achievement, 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 all improving pupil learning and all student achievement;

- 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.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of DaVinci 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.

Michelle Maciej — Signature

6/11/19 — Date

Print Name: Michelle Maciej

Phone Number: 612-590-9321

Email Address mmaciej@davincicharterschool.org

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.
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XXX.TUITION FREE

- I assure that this school will not charge tuition for its instructional or co-curricular programs.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of _____ (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.

Todd Paulsen _____ 6/14/2019

Signature Date

Print Name: Todd Paulsen

Phone Number: 952-412-1935

Email Address Tpaulsen@gmail.com

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.
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- 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.
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- 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.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of DaVinci 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.

Melanie Persellin — Signature

6/11/19 — Date

Print Name: Melanie Persellin

Phone Number: 763-742-9472

Email Address mpersellin@davinciacharterschool.org

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.
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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.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of DAVINCI 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

6/11/19

Date

Print Name: JOSEPH THOMAS

Phone Number: 763-438-5662

Email Address jthomas@davinicharterschool.org

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.
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- 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.

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- 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.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of Davinci 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 6/10/19

Print Name: Lenny Ulloa S.

Phone Number: 515-770-2863

Email Address lulloasilva@davinicharterschool.org

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.
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- 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

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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.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of DAVINCI CHARTER SCHOOL (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 6/12/19

Print Name: ANDREW WALLSCHLAEGER

Phone Number: 763 754 0265

Email Address AWALLSCHLAEGER@DAVINCICHARTERSCHOOL.ORG

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.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of DaVinci 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.

06/17/19

Signature Date

Print Name: Rohan Gnana

Phone Number: 269-267-5334

Email Address: RVenkatesh@davincicharterschool.org

[NAME OF SCHOOL] [DATE OF REPORT]

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: ❑ Frequently Asked Questions. Create Q & A including summary of closure process, summary of transition steps, etc. ❑ Notice of Final Determination. Provide notice to school and Minnesota Department of Education. ❑ Press Release. Issue press release which includes brief history of school. closure process, reason(s) for closure, and identifies press point person. ❑ Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer. ❑ Offer assistance as appropriate to school board. ❑ Updates. Request periodic updates of closure progress. ❑ Request file log (identifying file name, date transferred, school transferred).				
	Voluntary Closure: ❑ Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer. ❑ Offer assistance as appropriate to school board. ❑ Updates. Request periodic updates of closure progress. ❑ Request file log (identifying file name, date transferred, school transferred).				

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** ☐ Designate School contact person(s) to send and receive communications ☐ Assign tasks/action items to employees or School Board members; ☐ 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 *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.*				
5	**Designation of Records Custodian** ☐ 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
	for two years after closure. ☐ Provide Friends of Education with a copy of the notice.				
Notifications and Further Actions					
6	**Notification to Parents/Guardians** Notify parents/guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following: ☐ Date of the last day of regular instruction; ☐ Information and offer assistance sufficient to enable the student to re-enroll in another school. ☐ List of and contact information for the charter, public and private schools in the area. ☐ Date of optional school fair, coordinated by the School with representatives of area schools. ☐ Provide Friends of Education with a copy of the notice.				
7	**Final Report Cards and Student Records Notice** 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. ☐ 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. ☐ Student records sent to the student's new school upon the new school's request. ☐ 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
	❑ Provide Friends of Education with a copy of the notice.				
8	**Transfer of Student Records and Testing Material** If the parents do not request transfer of records to a specific school, student records must be sent to the student's resident district. 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. Testing material, including scores, test booklets, etc. required to be maintained by the School and must also be forwarded to the new school. No later than 10 business days after the School closes, send student records to the new school, including: ❑ Individualized Education Programs (IEPs) and all records regarding special education and supplemental services, where applicable, ❑ student health / immunization records; ❑ attendance records; ❑ grades; ❑ assessments/testing information; ❑ credits earned; ❑ MARSS numbers, and ❑ all other student records. ❑ 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 INDIVDUAL / FILE BY FILE REVIEW. ❑ 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	**Notification to School Districts/Area Schools** Notify resident school district and area schools that: ❑ The school is closing on (date).				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	❑ They will be getting students. ❑ Provide a phone number/contact person to call for records. ❑ If applicable, notification regarding cessation and transportation services should be provided. ❑ Provide Friends of Education with a copy of the notice.				
10	**Notification of Funding Sources / Charitable Partners** All sources of the School's operational funding must be notified in writing of the closure of the School, including any charitable partners. ❑ 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. ❑ 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	**Notification of Contractors and Termination of Contracts** 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). ❑ Notify the contractors regarding cessation of school operations. ❑ 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. ❑ Provide Friends of Education with a copy of such notice. ❑ Retain records of past contracts with proof that they were fully paid. (*see* Records Retention, below) ❑ 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. 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				

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: ❑ health care / health insurance; ❑ life Insurance; ❑ dental plans; ❑ eyeglass plans; ❑ cafeteria plans; ❑ teacher retirement plans; and ❑ 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
	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. 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.				
Assets, Insurance, Liquidation					
16	**Withholding** ❑ Pay Federal withholding tax. ❑ Pay State withholding tax.				
17	**Payroll** ❑ Pay Staff through last day of employment.				
18	**List of Creditors and Debtors; UCC Search** ❑ 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. ❑ Perform a UCC search to determine if there are any secured creditors and to what assets security interests are attached. ❑ 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.				
19	**Notification to Creditors** Notify all creditors of its closure. The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	the School's calculation of the debt and be reconciled between the parties. To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible. Consult Legal Counsel.				
20	**Notification to Debtors** 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.				
21	**Reconciliation with District(s)** The School must reconcile its billings and payments with the districts, including special education payments.				
22	**School Wind-Up Plan and Action** The School shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of 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. ❑ The initial plan should be adopted within 20 days of and be updated at least twice per month. ❑ Termination of non-essential personnel and cancellation of non-essential services prior to end of classes. ❑ Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). ❑ Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. ❑ Liquidation or closing of bank accounts according to a schedule that				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	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. State 124.D10. ❑ Cancellation of corporate credit cards and lines of credit. ❑ Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. ❑ 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	**Protection of Assets; Insurance** The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration. ❑ Existing insurance coverage should be maintained on the assets until the disposal of such assets. ❑ 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. ❑ Negotiate School Facility insurance with entities that may take possession of School Facility – landlord, mortgagors; bond holders, etc., if possible. ❑ Appropriate security services should be obtained or maintained. ❑ Action may include moving assets to secure storage after closure or loss of the School Facility.				
24	**D&O Insurance** Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School.				
25	**Inventory** 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. ❑ 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
	inventoried. ❑ Separately identify assets purchased with federal grant funds. ❑ Provide Friends of Education with a copy of the inventory. ❑ Identify assets belonging to other entities (school district, county, municipality, health department, sponsoring foundation, vendors, PTA, etc.), including those borrowed or loaned. ❑ Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. ❑ Return assets not belonging to School and document same.				
26	**Liquidation of Assets** ❑ 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. ❑ 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. ❑ Assets valued at $100,000+ must be advertised and disposed via sealed bid. ❑ Assets valued between $25,000 - $100,000 must obtain at least two bids before disposition. 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. *School board members, their relatives, employees and students of the school may not purchase school assets other than through auction or sealed bid.*				
27	**Interim/Final Statements** 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				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing: ❑ all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and ❑ all amounts owed to the School by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and ❑ all income generated through sale or auction of assets and any other change in status of assets. The School will prepare and submit such statements at 30 day intervals until the final statement (below) is prepared and submitted.				
28	**Final Statement** 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: ❑ all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and ❑ each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and ❑ statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and ❑ each remaining debtor of the School and the amounts owed by each debtor, including principal and accrued interest. ❑ 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. ❑ 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: ❑ Notification to the grant entity of the School closure; and ❑ Filing of any required expenditure reports or receipts and any required program reports.				
32	**IRS Status; Reports** ❑ Notification to IRS regarding any address change of the School; and ❑ Filing of required tax returns or reports (e.g., IRS form 990 and Schedule A) for school year in which school ceases operation. ❑ Notify the IRS of dissolution of the education corporation and its 501(C) (3) status. ❑ File final tax returns or reports.				
33	**Minnesota Charitable Organization Report** ❑ Notification re: Any change of address ❑ Filing of return for school year in which school ceases operation. ❑ 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
	❑ Loans, bonds, mortgages and other financing; ❑ Contracts; ❑ Leases; ❑ Assets and asset sales; ❑ Grants—records relating to federal grants must be kept in accordance with 34 CFR 8042. ❑ Governance (Minutes, by-laws, policies); ❑ Employees (background checks, personnel files); ❑ Accounting/audit, taxes and tax status, etc; ❑ Personnel, ❑ Employee benefit programs and benefits; and ❑ Any items listed in this Closure Plan. Any and all records not previously sent to the school district must be retained by a designated school representative. ❑ 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	**Dissolution** The School Board must follow the dissolution provisions provided by Applicable Law. ❑ Board adopts intent to dissolve resolution which includes a plan of dissolution. ❑ Secure any required affirmation/approvals. ❑ File notice of intent to dissolve with Minnesota Secretary of State. ❑ File notice with Minnesota Attorney General's office. ❑ Publish notice for unknown creditors and provide written notice to known creditors or provide written notice. ❑ Distribute Assets ❑ 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	**Final Distribution of Assets** All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools. ❑ An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. ❑ 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. *See* 34 CFR. Part 80, subparts C and D.				

[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 all pupil learning and all student achievement?

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-disadvantaged 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

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.

State Finance Award: Friends of Education considers whether a charter school has received the Minnesota Department of Education Finance Award, which recognizes sound fiscal health and management policies and procedures.

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.

EXHIBIT N

FRIENDS OF EDUCATION

CHARTER SCHOOL RENEWAL EVALUATION

Name of Charter School: DaVinci Academy of Arts and Science

Name of Authorizer: Friends of Education (Friends)

Date Current Contract Expires: June 30, 2019
Term of Current Contract: Five Years
(Charter Contract Section 12.1)

Date of this Report: May 9, 2019

Person to Contact Regarding this Report: R.E. Topoluk
Phone: 952.745.2717
Email: topoluk@tcfbank.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

DaVinci Academy of Arts and Science (DaVinci) is in its tenth operating year and has almost doubled its enrollment since it expanded in 2018. DaVinci has a 14%, or $1.3 million, fund balance, and all of its external audits during the contract period reveal no material weaknesses or significant deficiencies, reflecting fiscal management. DaVinci received the state finance award all five years of the contract period. Friends encourages DaVinci to build its fund balance.

DaVinci's academic performance is generally strong: it achieved 75% of its charter contract goals and the School's proficiency rates exceeds its resident district and the state averages in all content areas. However, 2018 academic performance in proficiency and individual student growth shows decline from prior years and merits attention. DaVinci has reduced the achievement gap: its economically disadvantaged students outperform the state average pass rate for economically disadvantaged (for the same grades as offered by the School). DaVinci has also taken measures to ensure continued academic success by implementing data-driven instructional and reading assessment programs. Moreover, the Minnesota Department of Education identified DaVinci as a High Quality charter school for four of the past five years recognizing strong academic performance. Friends believes these factors warrant a five-year renewal, the maximum allowed by law.

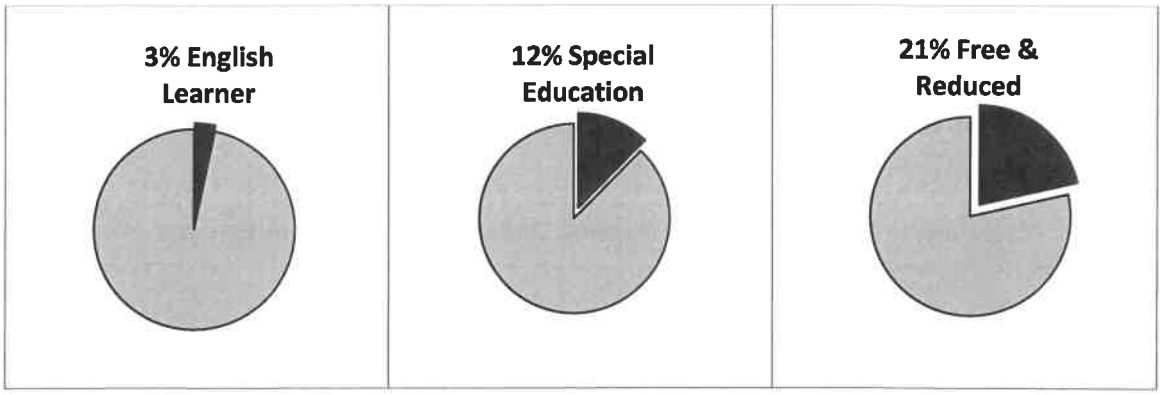
200 Lake Street East
EX0-01-T
Wayzata, MN 55391

GENERAL INFORMATION

Friends granted a charter to DaVinci in 2007 for grades K-12 to serve Anoka-Hennepin County. DaVinci opened in the fall of 2008 with grades K-6 and emphasizes the arts and sciences. The School has expanded grades and now serves K-8. The School earned the highly competitive replication grant in the spring of 2014, added almost 300 enrollment, and moved into its new building in the summer of 2017.

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, 2019. Article X sets forth the revocation and non-renewal provisions. Friends has not issued any letters of concern or notice of intent to revoke/non-renew the contract during the contract term.

DaVinci Academy currently serves 720 students with the following demographics:



2018 Demographics	Enrollment	English Learners	Special Education	Free Reduced Lunch	Homeless
Davinci Academy	720	3%	12%	21%	0%
Anoka-Hennepin Public School Dist.	37,787	6%	14%	33%	2%
State	862,160	8%	14%	37%	1%

DaVinci's enrollment during the contract has been:

FY	Enrollment	Increase from Prior Year
2014	415	
2015	408	-2%
2016	430	5%
2017	438	2%
2018	715	63%

The licensed staff/student ratio for the term of the contract (licensed staff to ADM) has been:

2014: 14.40
2015: 13.33
2016: 13.67
2017: 12.81
2018: 13.62

Achievement of Purposes

As stated in its contract, DaVinci Academy was established to achieve multiple purposes. The primary purpose of the school is to provide an educational program for its students in order to improve all pupil learning and all student achievement, 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 pupils, the School offers the core knowledge sequence which area schools do not offer.

2. Measure Learning Outcomes and Create Different and Innovative Forms of Measuring Outcomes:
   Within the Data-Driven Instruction cycle, the School utilizes teacher-created standards-based interim assessments for reading and math. Teachers analyze assessment results, student by student, question by question, in order to identify what standards students showed mastery and what standards students missed. Teachers then work their grade-level and or curricular teams to plan how to effectively re-teach and then reassess for mastery.

Conclusion: DaVinci Academy has achieved its stated purposes; consequently, DaVinci has fulfilled its statutory obligation to improve all pupil learning and all student achievement and to achieve at least one other 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. DaVinci Academy filed its FY 2014, FY 2015, FY 2016, FY 2017 and FY 2018 external audits by the statutory and contract deadline. Friends is unaware of any financial audits conducted by MDE at the school.

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

2014: No deficiencies
2015: No deficiencies
2016: No deficiencies
2017: No deficiencies
2018: No deficiencies

State Finance Award: DaVinci Academy has received the state finance award for all five years in the contract period, which recognizes sound fiscal and financial management policies and procedures.

Financial Governance: DaVinci'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. DaVinci generally promptly pays its bills and is not delinquent on payroll taxes or pension payments. In addition, the School generally has timely filed its required reports to MDE.

Revenues and Expenditures: DaVinci's revenue sources and expenditures for the last three years have been:

DaVinci Consolidated Financial Statement

	FY18 Total	FY18 % of Total	FY17 Total	FY17 % of Total	FY16 Total	FY16 % of Total	% Change from 16 to 18
Revenue							
State	$7,339,527	92.16%	$4,599,293	91.65%	$4,422,946	92.50%	65.94%
Federal	$354,228	4.45%	$200,762	4.00%	$201,774	4.22%	75.56%
Gifts/Other	$270,243	3.39%	$218,420	4.35%	$156,709	3.28%	72.45%
General Fund Revenue	$7,963,998	100.00%	$5,018,474	100.00%	$4,781,429	100.00%	66.56%
Other Fund(s) Revenue	$406,468		$136,695		$127,270		219.37%
TOTAL REVENUE	$8,370,466		$5,155,169		$4,908,699		70.52%
Expenses							
Instruction & Pupil Support							
Salaries/Benefits	$3,845,541	45.57%	$2,358,359	48.17%	$2,142,395	46.55%	79.50%
Textbooks/Other	$999,788	11.85%	$621,016	12.69%	$580,966	12.62%	72.09%
Subtotal	$4,845,329	57.42%	$2,979,375	60.86%	$2,723,361	59.18%	77.92%
Administration							
Salaries/Benefits	$570,581	6.76%	$534,143	10.91%	$510,012	11.08%	11.88%
Supplies/Other	$208,962	2.48%	$169,894	3.47%	$143,671	3.12%	45.44%
Subtotal	$779,543	9.24%	$704,037	14.38%	$653,683	14.20%	19.25%
Facility	$2,466,915	29.23%	$1,041,472	21.27%	$1,028,855	22.36%	139.77%
Student Transportation	$346,588	4.11%	$170,575	3.48%	$196,118	4.26%	76.72%
General Fund Expenses	$8,438,375	100.00%	$4,895,459	100.00%	$4,602,017	100.00%	83.36%
Other Fund(s) Expenses	$422,682		$134,132		$147,144		187.26%
TOTAL EXPENSE	$8,861,057		$5,029,591		$4,749,161		86.58%
ANNUAL SURPLUS/DEFICIT	-$490,591		$125,578		$159,538		
Other Financing Sources-In							
Net Transfers In / -Out	$2,000						
CUMULATIVE FUND BALANCE	1,324,289	14.9%	1,812,880	36.0%	1,687,302	35.5%	-21.51%

#s may not total due to rounding

DaVinci ended FY 2018 with a $1,324,289 fund balance (14.9%) and is projected to end FY 2019 with an increase to its fund balance. DaVinci's fund balance, compared with the other Friends' schools, is:

	Fund Balance
Clarkfield	46.6%
Hennepin	42.9%
Yinghua	34.0%
New Millennium	32.6%
Cologne	31.4%
Aspen	30.1%
St Croix Prep	28.3%

AVERAGE	28.2%
Nova	25.4%
Parnassus Prep	25.2%
Eagle Ridge	19.6%
DaVinci	**14.9%**
Seven Hills	7.8%

A strong fund balance is an indicator of fiscal sustainability. Friends recognizes that DaVinci has recently gone through an expansion and as such experienced a decline in its fund balance. Friends encourages DaVinci to continue to build its fund balance to at least 25%.

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

Near-Term Indicators	Standard / Target	2018	2017	2016	2015	2014
Current Ratio	≥ 1.1 or > 1.0 with positive trend	2.1	4.8	5.2	5.5	5.9
Days Cash	≥ 60 days or > 30 days with positive trend	55	92	82	107	116
Sustainability Indicators						
Margin, current	Positive	-5.9%	2.4%	3.3%	2.3%	2.4%
Margin, three-year	Positive	-1.1%	2.7%	2.7%	2.6%	2.7%
Debt to Asset Ratio	< 0.5	0.48	0.21	0.19	0.18	0.17

The near-term indicators are generally positive: Days Cash is as of June 30th, and few days cash may represent careful cash management. The long-term sustainable indicators, however, reflect a weakened financial position, resulting from the expansion, and merits monitoring and strengthening.

DaVinci's expense allocation, compared with other Friends' schools, is:

Percentage of Total Expenditures by Category FY2018

Instruction/Pupil Support		Administration		Facility		Transportation	
Cologne	71.7	Clarkfield	19.8	St Croix Prep	32.5	Hennepin	13.2
Seven Hills	61.9	New Millennium	18.9	***Da Vinci***	***29.2***	New Millennium	10.5
Nova	60.9	Aspen	16.9	Parnassus Prep	27.1	Cologne	8.0
Yinghua	59.8	St Croix Prep	16.0	Aspen	25.3	Seven Hills	7.7
Clarkfield	59.6	Hennepin	13.4	Eagle Ridge	24.7	Eagle Ridge	5.9
AVERAGE	58.1	AVERAGE	13.1	Nova	23.4	Yinghua	5.8
Eagle Ridge	57.5	Eagle Ridge	12.0	AVERAGE	23.1	AVERAGE	5.7
Da Vinci	***57.4***	Nova	11.9	Yinghua	22.8	Parnassus Prep	5.7
Hennepin	56.9	Parnassus Prep	11.9	Clarkfield	20.6	Aspen	4.4
Parnassus Prep	55.3	Yinghua	11.6	New Millennium	20.0	***Da Vinci***	***4.1***
Aspen	53.5	Seven Hills	11.3	Seven Hills	19.1	Nova	3.7
St Croix Prep	51.5	***Da Vinci***	***9.2***	Hennepin	16.6	St Croix Prep	0.0
New Millennium	50.6	Cologne	4.1	Cologne	16.3	Clarkfield	0.0

Friends notes that for FY 2018:

- DaVinci spent 57% of its funds on instruction and pupil support. This is lower than the FY18 Friends' school average of 58%.
- DaVinci spent 9% of its funds on administration. This is lower than the FY18 Friends' school average of 13%.
- DaVinci spent 29% of its funds on its facility. This is higher than the FY18 Friends' school average of 23%.
- DaVinci spent 4% of its funds on transportation. This is somewhat lower than the FY18 Friends' school average of 6%.

The cost per student (# of students divided by the total expenditures) during the term of the contract has been:

	2018	2017	2016	2015	2014
DaVinci Academy	$12,392.91	$11,483.08	$11,044.56	$10,805.75	$9,897.44
Anoka-Hennepin Public District	$14,425.85	$13,884.19	$13,553.20	$13,637.26	$13,067.00

Friends notes that DaVinci provided its 2018 educational program at 86% of the local district cost. Friends notes that school programs and related expenses vary. Consequently, all Friends school's per student cost are shown for informational purposes.

2018 Cost Per Pupil	
Schools Serving Majority % Free/Reduced	
School	**Per Student Cost**
Hennepin	$15,101
AVERAGE	*$14,489*
New Millennium	$13,773
Clarkfield	$13,543
Remaining Schools	
School	**Per Student Cost**
Cologne	$12,675
DaVinci	$12,393
Seven Hills	$11,963
St Croix Prep	$11,644
AVERAGE	*$11,428*
Nova	$11,407
Yinghua	$10,816
Aspen	$10,782
Eagle Ridge	$10,592
Parnassus	$10,577

FISCAL MANAGEMENT – CONLCUSION:

DaVinci's fiscal practices are strong, but its overall fiscal position has weakened since the last renewal. While the School's audits reflect no material weaknesses or significant deficiencies, reflecting sound fiscal practices, and the board exercises fiscal oversight (as demonstrated through Friends' attendance at board meetings and review of board packets), the School's fund balance and long-term sustainability indicators have declined. Friends recommends re-building the fund balance and monitoring and strengthening its fiscal position.

CONTRACT FULFILLMENT: ACADEMIC PERFORMANCE

Multiple Measure System: As a result of Minnesota's waiver from the No Child Left Behind law (NCLB), Minnesota had implemented the Multiple Measure System which is used to rate schools on multiple domains with the overarching goal of reducing the state's achievement gap. The ratings the state gives to schools are Multiple Measurement Ratings (MMR) and Focus Ratings (FR), which are derived from five domains: proficiency, growth, achievement gap reduction, graduation, and focused proficiency. The Minnesota Department of Education stopped issuing the MMR and FR after FY2016.

DaVinci Academy's MMR and FR issued during the contract period are shown below:

AYP Year	District Number	School Type	School Name	MMR	FR	MMR Designation
2016	4185	Elementary	DAVINCI ACADEMY	84.12%	89.01%	Reward
2015	4185	Elementary	DAVINCI ACADEMY	90.70%	97.35%	Reward
2014	4185	Elementary	DAVINCI ACADEMY	79.02%	84.97%	Reward

High-Quality Status: The Minnesota Department of Education (MDE) recognized DaVinci Academy as a high-quality charter school for the school years of 2015, 2016, 2017, and 2018 reflecting the school's attainment of high academic performance measures established by the MDE for those years.

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

1. 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.

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.

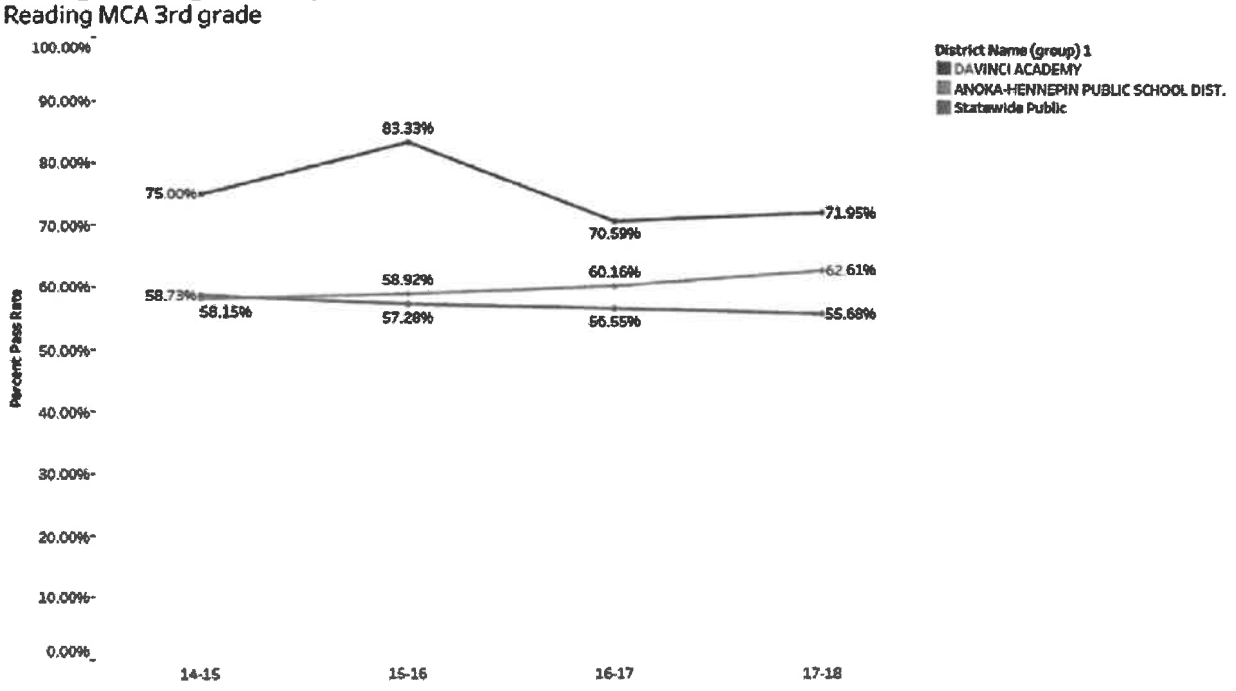
4. Growth. Expecting growth for each student, Friends of Education evaluates the growth students achieve on the state and other assessments.

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

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

Commissioners Expectations for Public Schools
World's Best Workforce Goal: All Third Graders Can Read at Grade Level

DaVinci has significantly surpassed both the resident district and the state average for 3rd grade reading for the past four years.

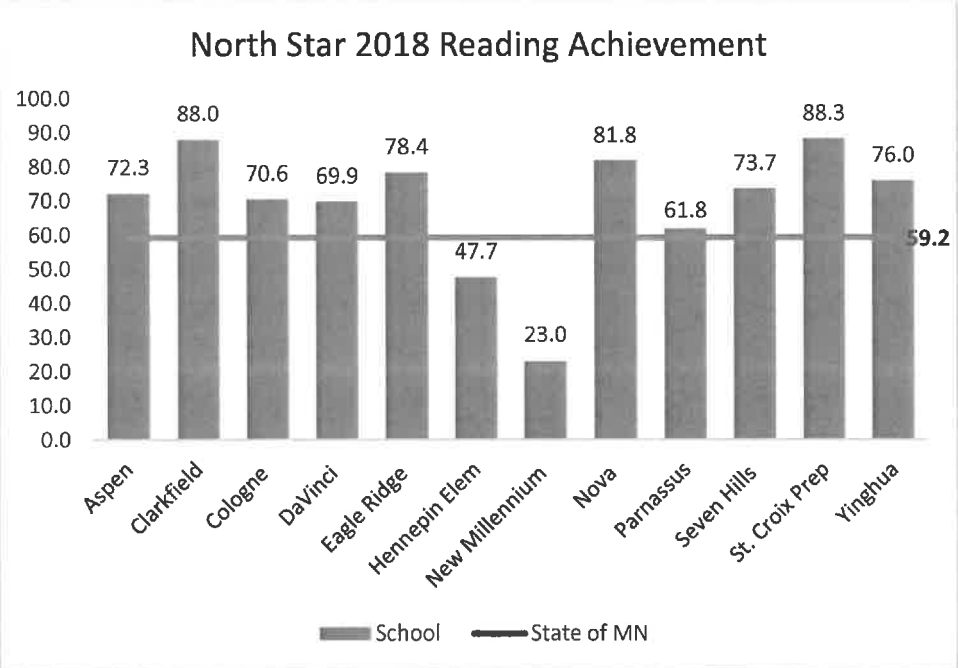


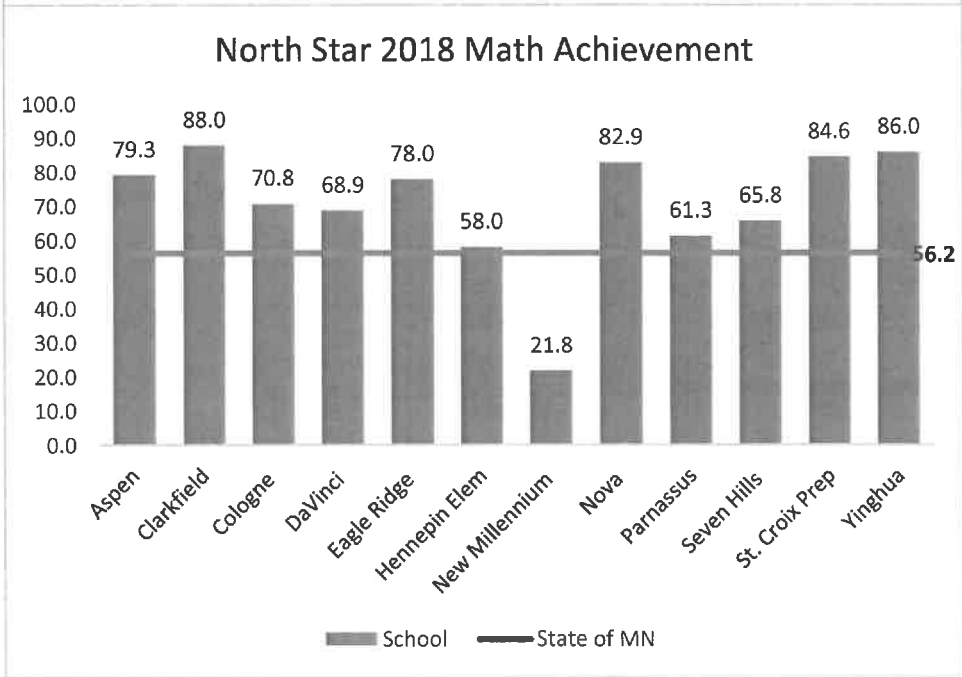
North Star Indicators

The following charts reflect the North Star indicators in the MDE report card. All of Friends of Education schools are compared to each other and the state averages.

North Star Achievement

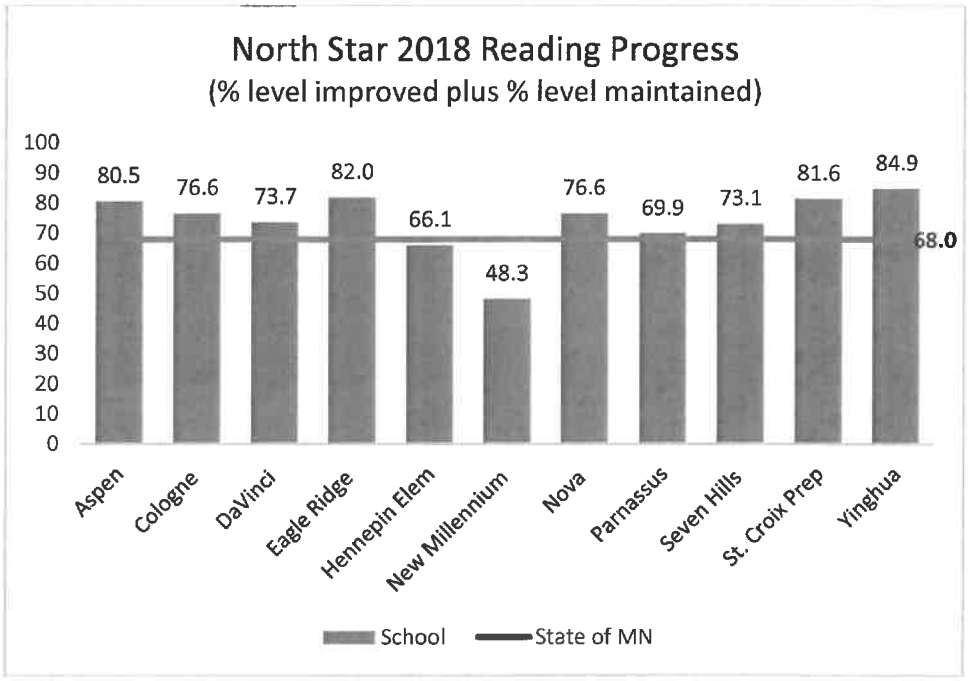
North Star Achievement shows the percentage of students who meet or exceeds standards on the MCAs and the MTAS based on the school population tested, plus those students that opted out. DaVinci is above the state average in both reading and math.

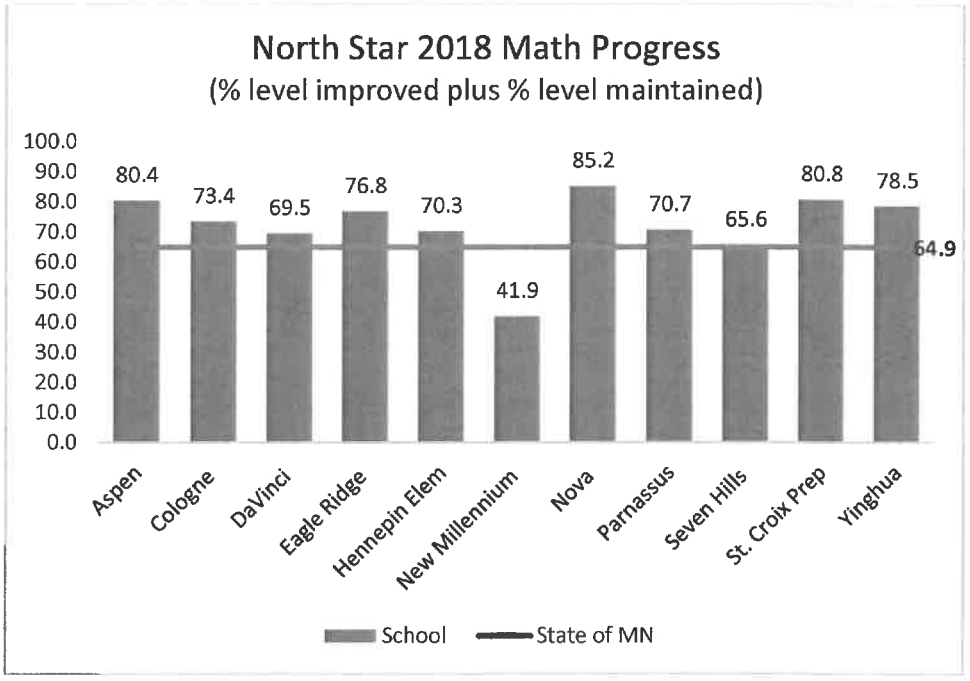




North Star Progress

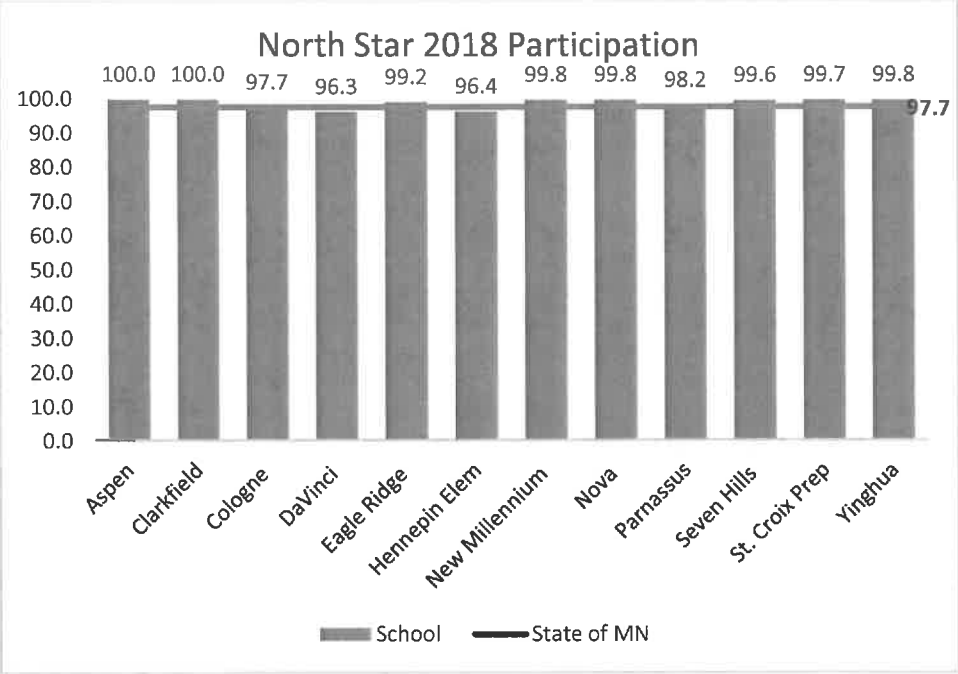
North Star Progress shows how students are progressing year over year. The following charts demonstrate the percentage of students improving and maintaining achievement levels compared to the state averages for reading and math. Once again, DaVinci is above the state average in both reading and math.





North Star Participation

North Star Participation shows the percentage of students tested based on the number of students expected to be tested. DaVinci is slightly below the state average participation and the lowest of all of Friends schools.

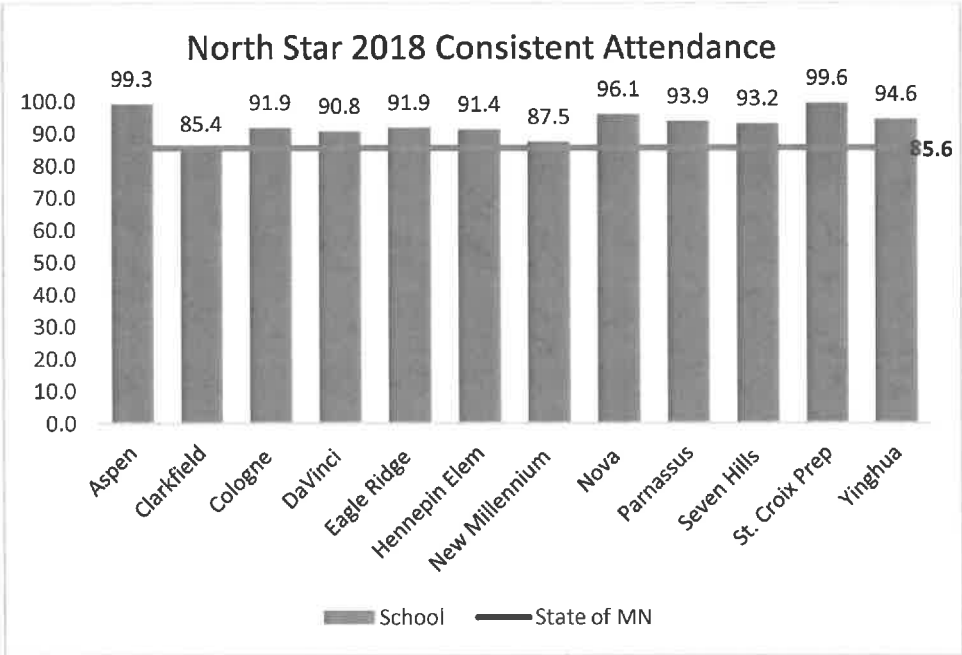


North Star ELP Progress

North Star ELP Progress is the average amount of progress English learners made towards their targets. The State average of 67 means that English learners in the state, on average, made it 67% of the way to their targets. DaVinci does not have sufficient counts to be included in this standard.

North Star Consistent Attendance

North Star Consistent Attendance considers students consistently attending if they are in school more than 90 percent of the time they are enrolled. DaVinci exceeds the state average for consistent attendance.



Academic Performance – Absolute Proficiency

School-wide proficiency rates, for results issued during the contract term, are:

	% Proficient			
	2015	2016	2017	2018
Reading:	77%	79%	78%	73%
Math:	83%	83%	80%	72%

Friends notes that the school's reading and math proficiency dropped significantly in 2018; however the school added 280 new students during the same year which explains the proficiency drop (new students generally resulting lower proficiency but increased student growth). Unfortunately, expected growth gains with the new students were not realizes (see academic growth section).

2018 Proficiency rates, compared with other Friends' schools, are:

MCA Proficiency 2018

READING		MATH	
St. Croix Prep	89	Clarkfield	88
Clarkfield	88	Yinghua	86
Nova	82	St. Croix Prep	85
Eagle Ridge	79	Nova	83
Yinghua	76	Eagle Ridge	78
Seven Hills	74	Aspen	78
DaVinci	**73**	Cologne	73
Cologne	72	**DaVinci**	**72**
Aspen	72	Seven Hills	66
Parnassus	63	Parnassus	62
Hennepin Elem	49	Hennepin Elem	60
NMA	23	NMA	21

DaVinci's grade-by-grade performance on the MCAs has been:

Reading MCA percentages

	DAVINCI ACADEMY			
Grade	14-15	15-16	16-17	17-18
3	75.00%	83.33%	70.59%	71.95%
4	58.00%	58.82%	75.00%	62.96%
5	75.51%	81.63%	77.78%	79.31%
6	86.96%	85.11%	79.17%	66.67%
7	90.00%	80.00%	82.98%	82.98%
8	82.76%	87.50%	84.09%	81.40%

Math MCA percentages

	DAVINCI ACADEMY			
Grade	14-15	15-16	16-17	17-18
3	88.46%	91.67%	84.31%	79.52%
4	78.00%	84.31%	81.25%	75.31%
5	73.47%	71.43%	71.11%	74.14%
6	82.61%	74.47%	72.73%	60.29%
7	95.00%	80.00%	82.61%	71.11%
8	82.76%	97.50%	84.09%	67.44%

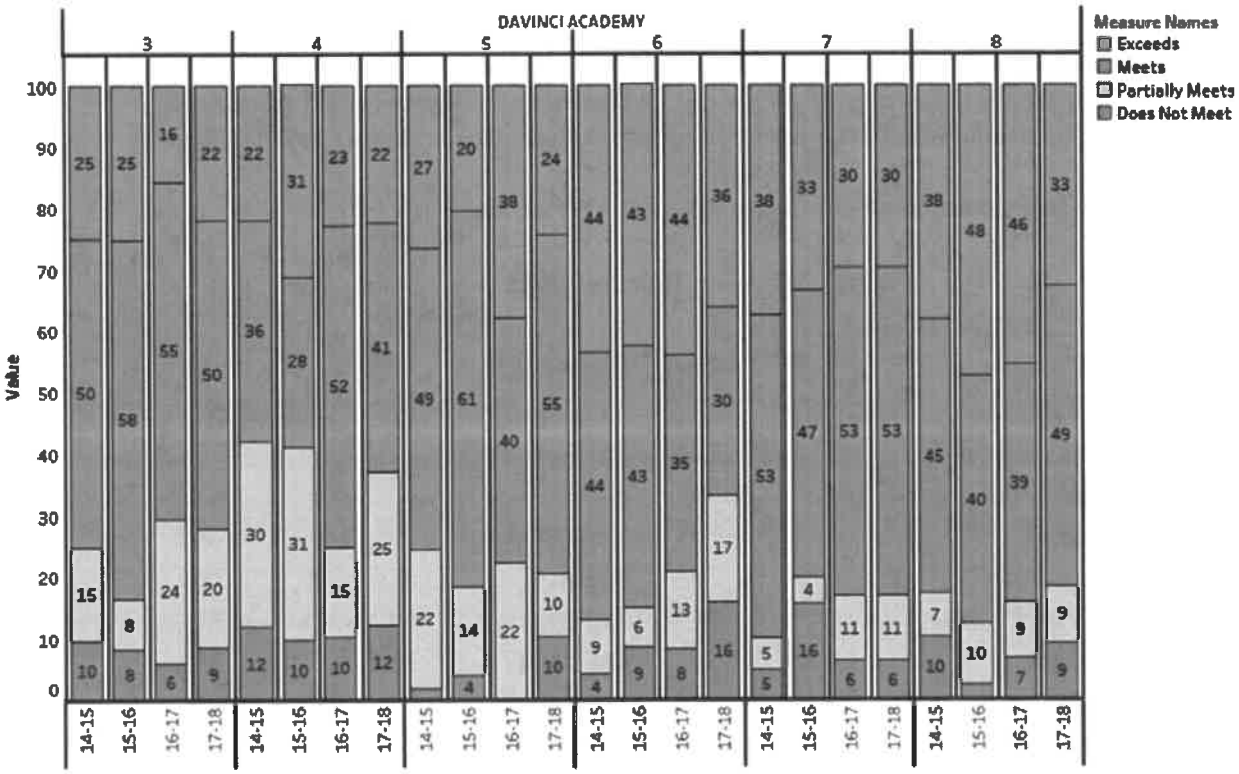
Friends notes significant drops in 4th and 6th grade reading; and 6th, 7th, and 8th grade math with no corresponding significant gains.

MCA Results by Achievement Level – Reading

The DPME Charts below shows the percentage of students that score Does Not Meet, Partially Meets, Meets, and Exceeds on the MCA tests. Students scoring Exceeds or Meets have passed.

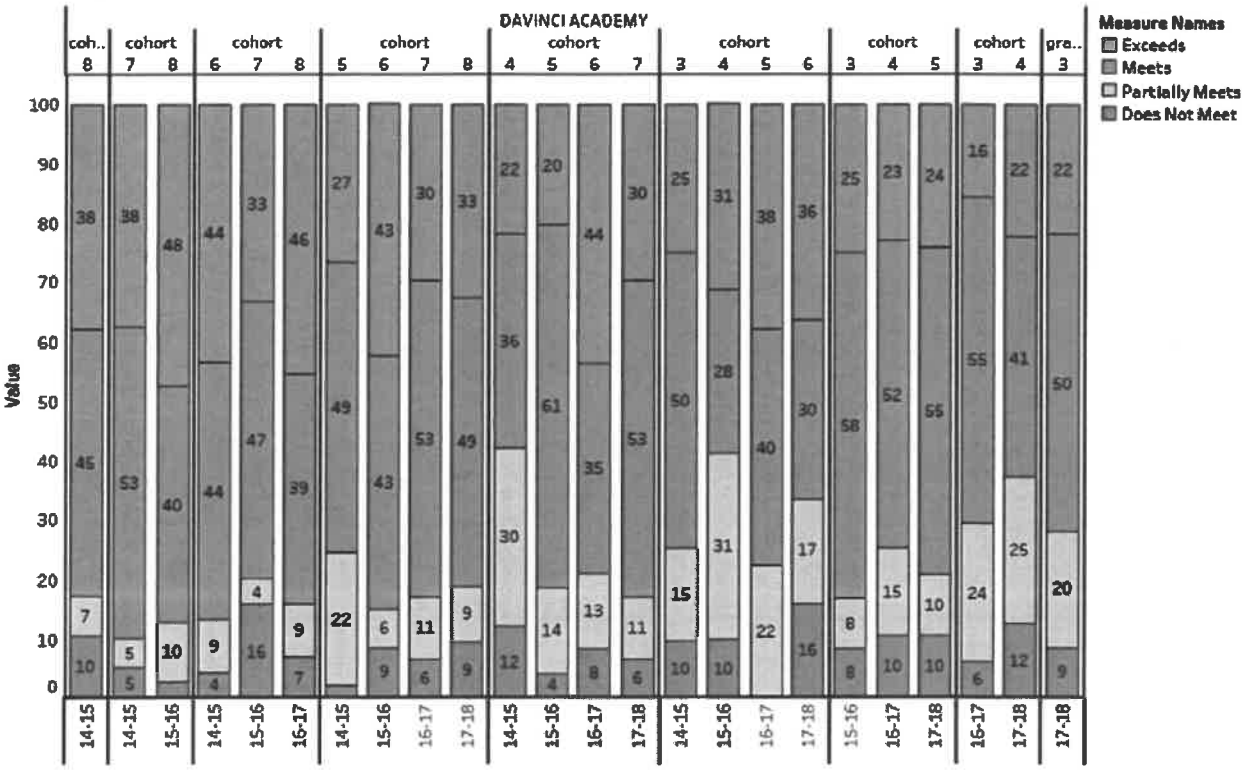
The DPME chart by grade shows how the school is doing over time on a grade-by-grade basis. DaVinci students in the Sixth grade show declining proficiency each year.

Reading DPME - by Grade



DPME by Cohort follows a group through time. The cohort that has Fourth grade in 14-15 showed improvement over time.

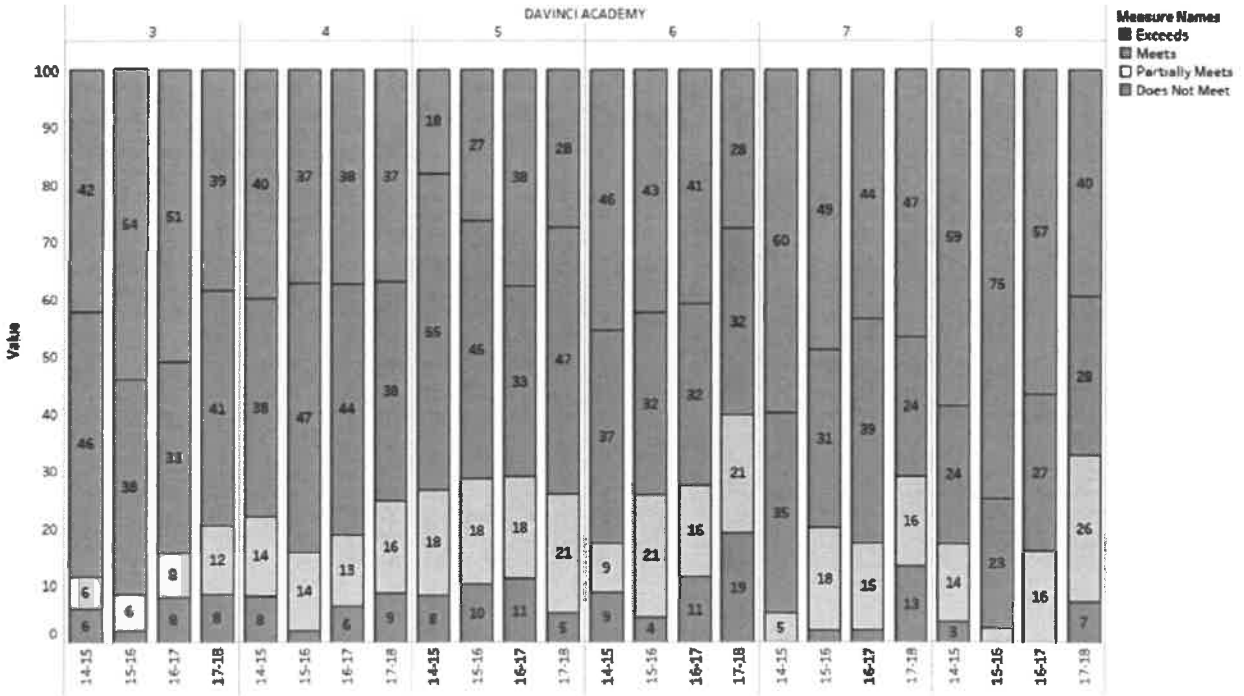
Reading DPME - By Cohort



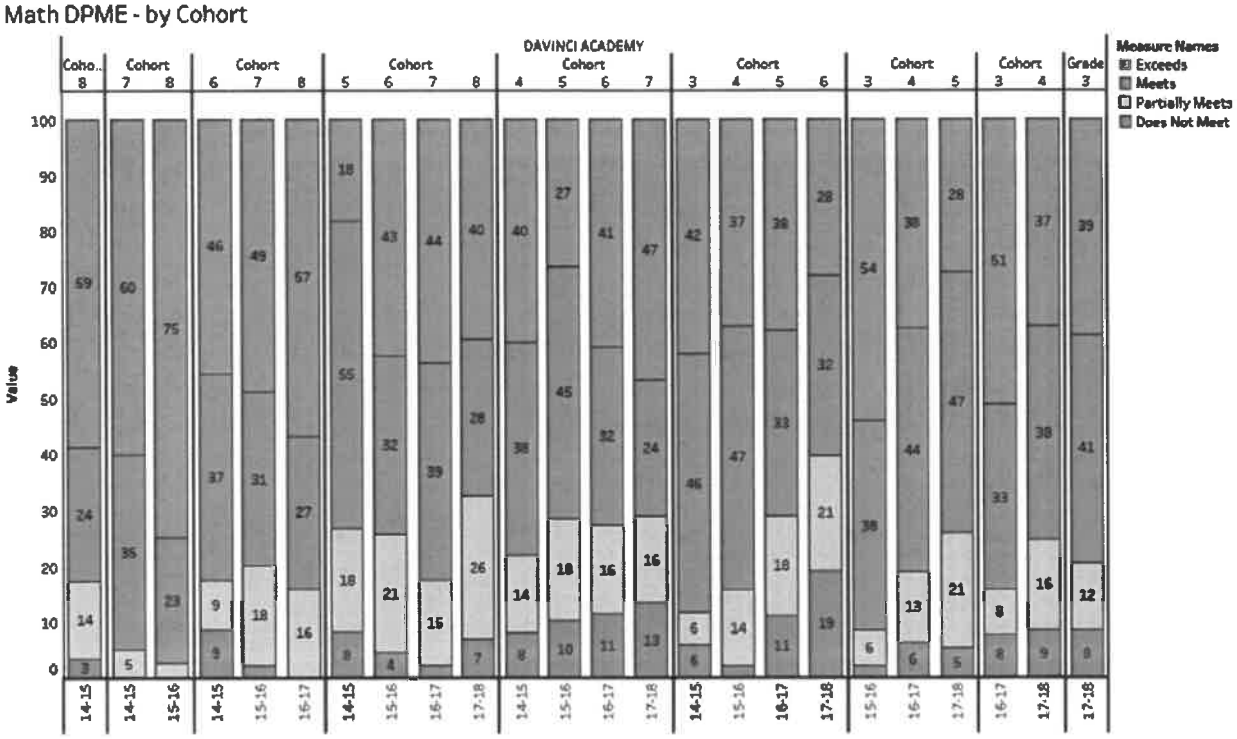
MCA Results by Achievement Level – Math

DaVinci students in Sixth, Seventh and Eighth grade show declining proficiency in most years.

Math DPME - by Grade



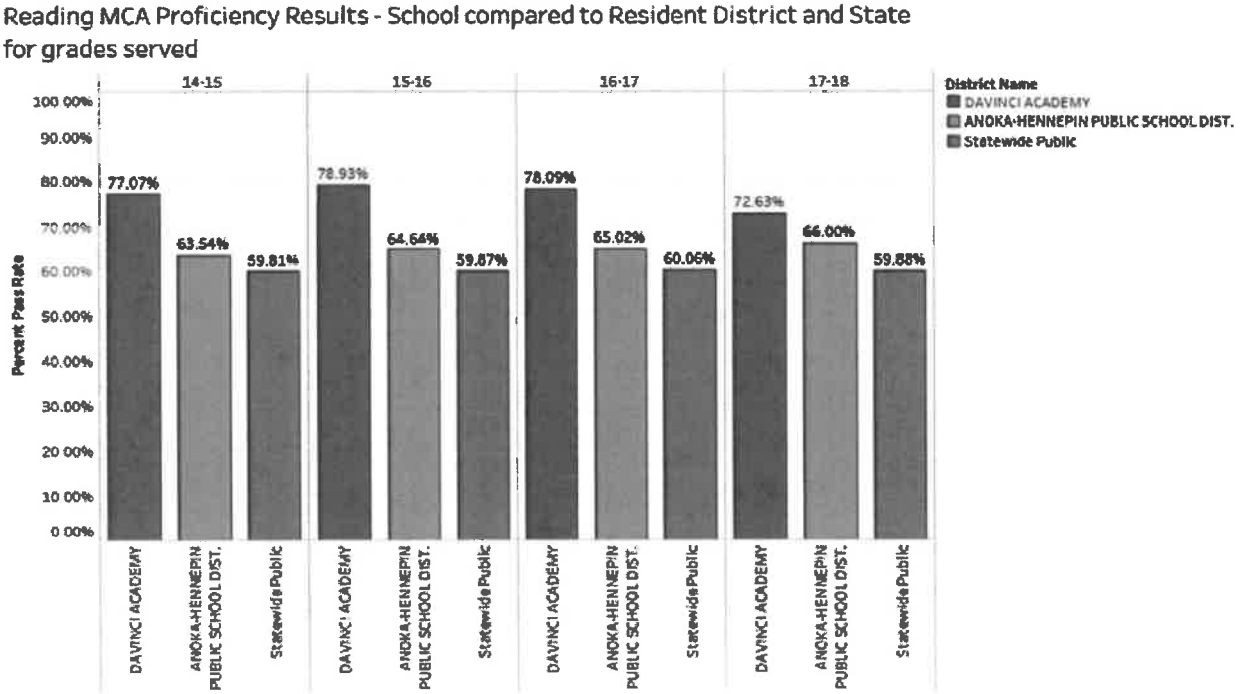
The cohort that has Third grade in 14-15 showed significant declining proficiency.



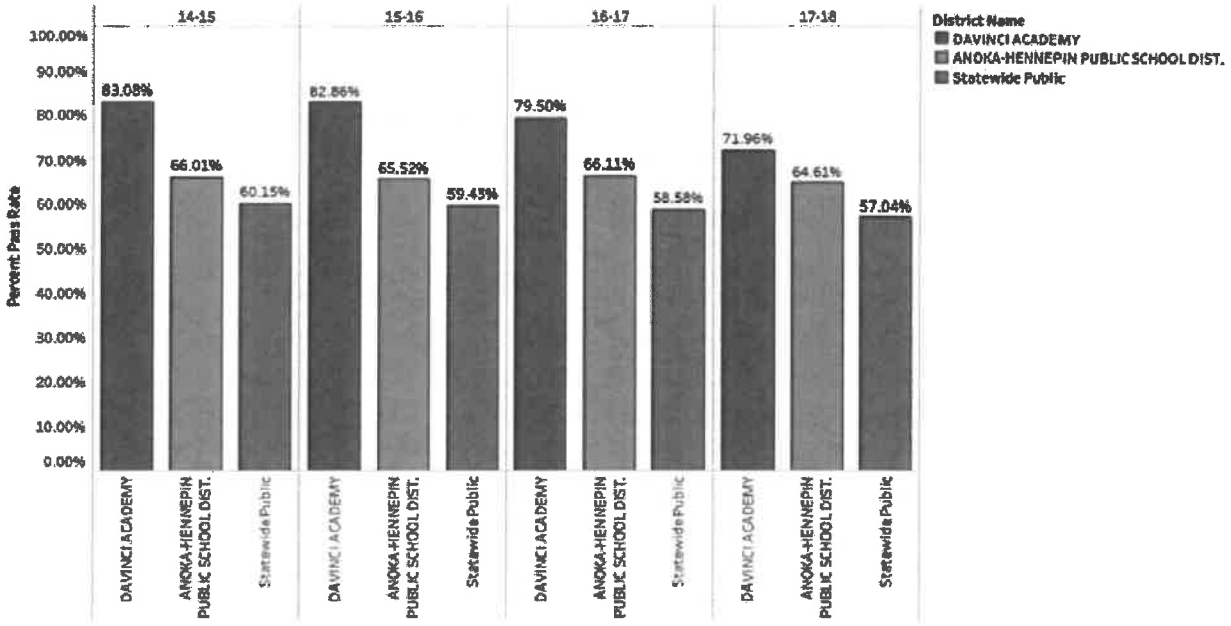
Academic Performance – Comparative Proficiency

DaVinci Academy's MCA performance exceeds its resident district and the state averages in all content areas. The school grew significantly in 2018, which would account for some drop in proficiency; however, Friends notes there has been a slight decline in DaVinci reading, math, and science proficiency over the past three years.

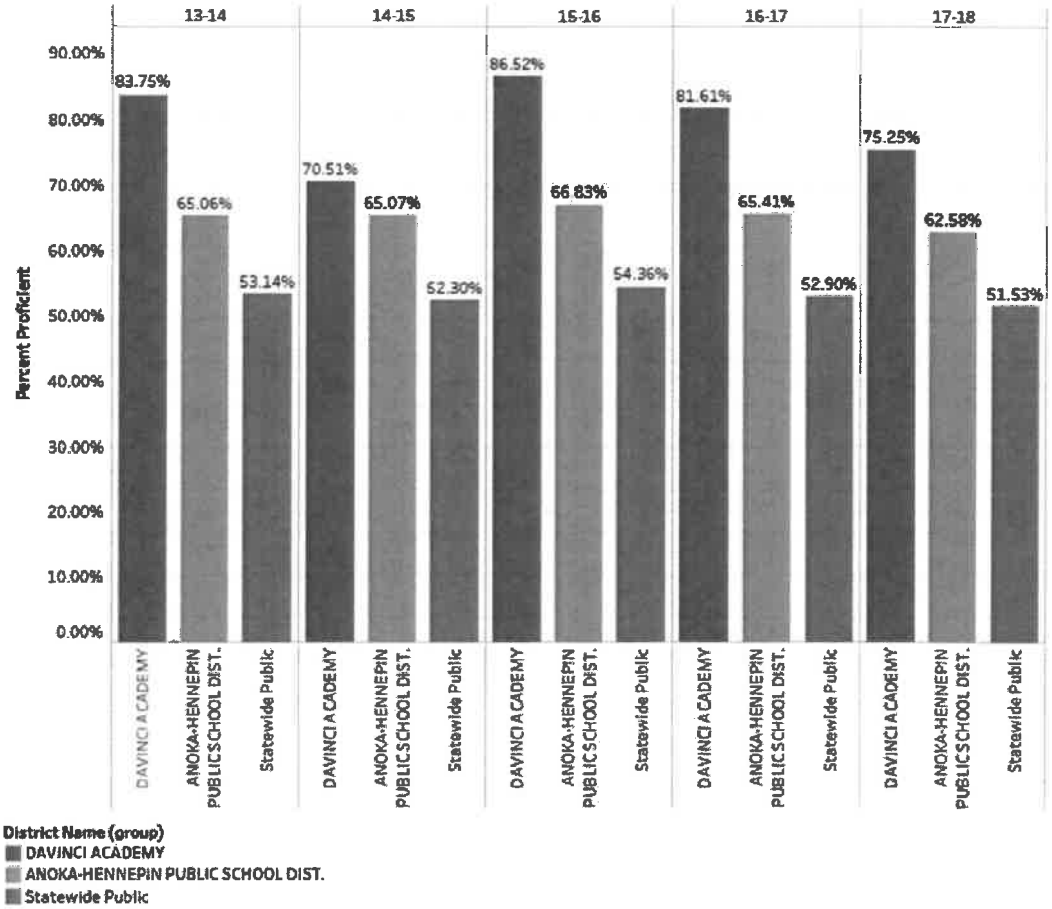
MCA Student Proficiency (Meets or exceeds standards)



Math MCA Proficiency Results - School compared to Resident District and State for grades served



MCA Science Proficiency



Comparative Proficiency %

The Comparative Proficiency % is calculated by dividing the % proficiency in the charter school (the Absolute Proficiency %) by the % proficiency in the resident district and with the state. The Comparative Proficiency provides a numerical equivalent of what the previous graphs have shown, e.g. DaVinci obtained 111% of district reading and 111% of district math performance, and 122% of state reading and 126% of state math performance.

Comparative Proficiency % 2018

READING	Comparison District	Comparison State	MATH	Comparison District	Comparison State
Aspen	1.02	1.20	Aspen	1.06	1.37
Clarkfield	1.69	1.48	Clarkfield	2.04	1.55
Cologne	1.15	1.21	Cologne	1.26	1.27
DaVinci	**1.11**	**1.22**	**DaVinci**	**1.11**	**1.26**
Eagle Ridge	1.26	1.32	Eagle Ridge	1.30	1.37
Hennepin	1.10	0.83	Hennepin	1.43	1.05
New Millennium	0.51	0.38	New Millennium	0.57	0.37
Nova	2.13	1.37	Nova	2.53	1.46
Parnassus	1.12	1.05	Parnassus	1.17	1.08
Seven Hills	1.29	1.23	Seven Hills	1.33	1.16
St. Croix Prep	1.29	1.49	St. Croix Prep	1.29	1.49
Yinghua	1.69	1.27	Yinghua	2.05	1.51

Comparative Performance Index

The Comparative Performance Index is the district comparative proficiency by grade. Historically, DaVinci Academy has achieved higher academic performance than its comparison district in most grades in both reading and math:

DaVinci

Reading

	2015	2016	2017	2018
Grade	Index	Index	Index	Index
3	1.29	1.41	1.17	1.15
4	0.96	0.95	1.23	1.03
5	1.03	1.11	1.08	1.11
6	1.27	1.27	1.14	0.93
7	1.44	1.27	1.30	1.28
8	1.41	1.38	1.33	1.26
All	1.21	1.22	1.20	1.10

Math

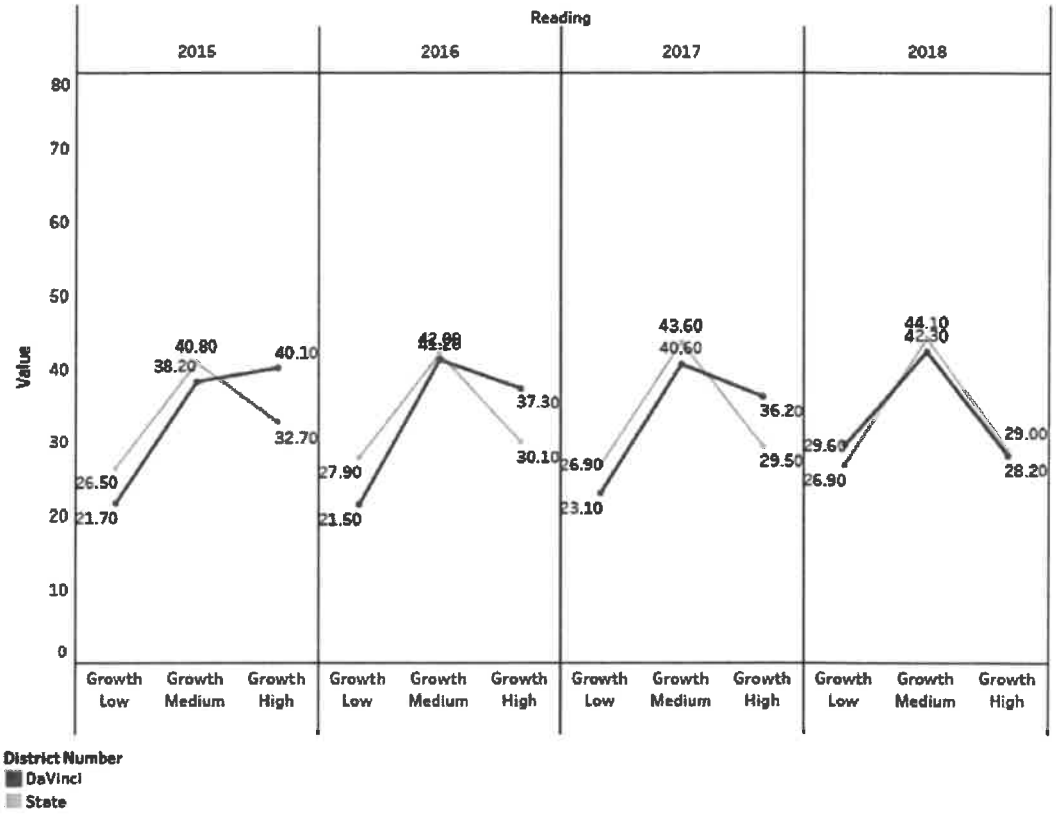
	2015	2016	2017	2018
Grade	Index	Index	Index	Index
3	1.16	1.22	1.13	1.08
4	1.01	1.11	1.08	1.02
5	1.03	1.00	1.02	1.10
6	1.22	1.15	1.09	0.96
7	1.46	1.17	1.25	1.07
8	1.41	1.58	1.34	1.07
All	1.20	1.19	1.15	1.06

Academic Performance - Growth

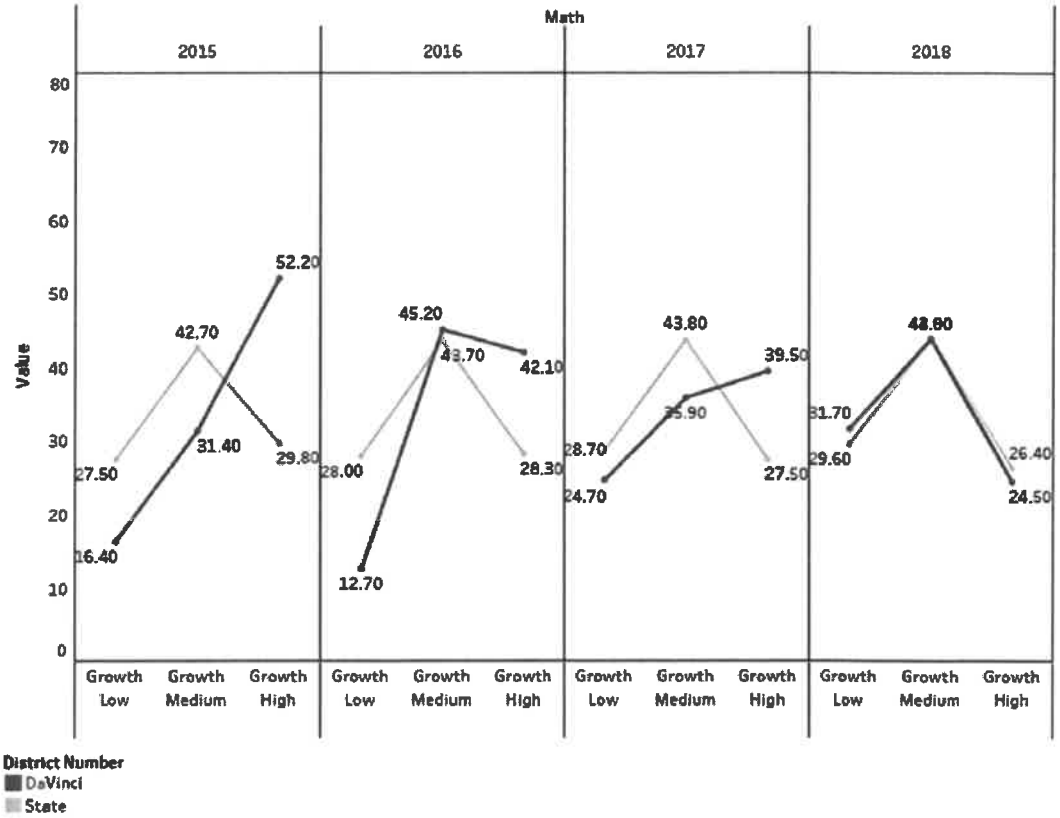
DaVinci Academy students' individual growth, in both reading and math, is shown in the following graphs.

MCA Growth Trends

Reading Growth (High-Med-Low) DaVinci & State



Math Growth (High-Med-Low) DaVinci & State



Significant growth achieved in 2015, 2016 and 2017 in both reading and math were not achieved in 2018. This is surprising when considering the numbers of new students in 2018, i.e. typically higher gains are achieved with new students. This situation merits attention by the school.

MCA: Low Growth Performance

Inasmuch as low growth students will not advance, Friends of Education evaluates the percentage of students achieving low growth. For the 2018 school year, 30% of DaVinci Academy students achieved low growth in reading and 32% in math, which compares unfavorably with the state average of 27% for reading and of 30% for math.

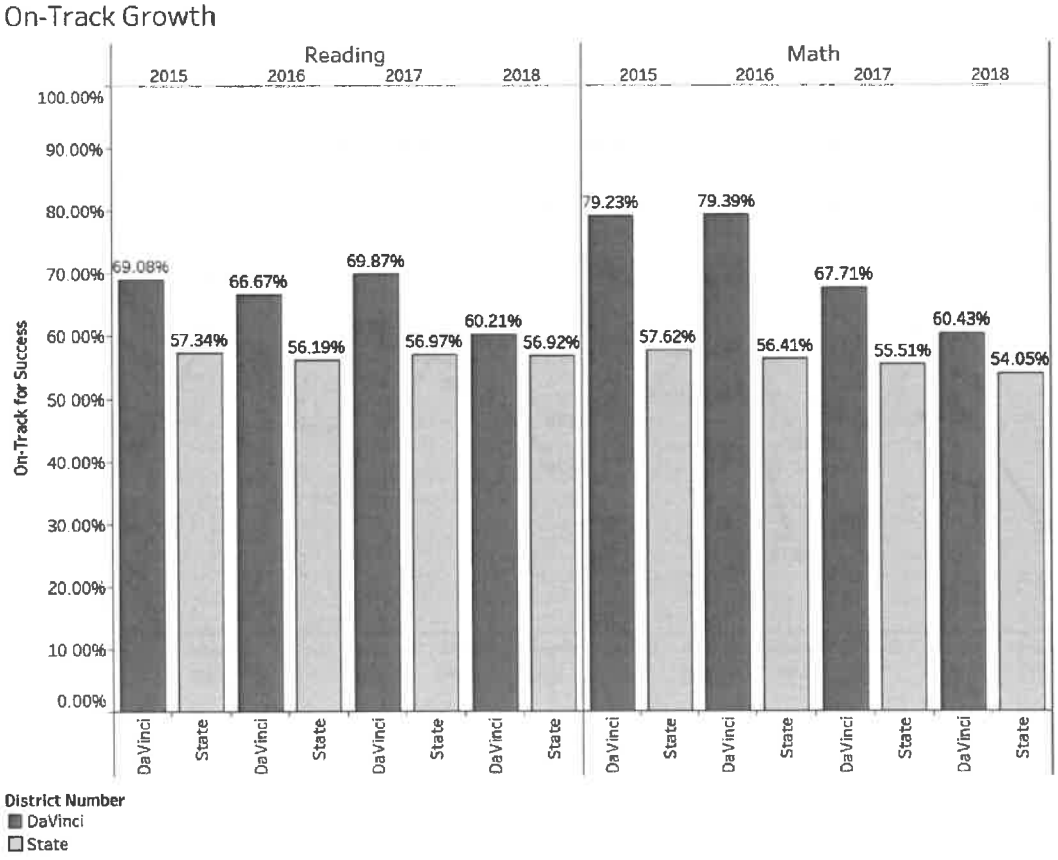
MCA: High Growth Performance

Because students achieving high growth are likely to continue to achieve proficiency and advance, Friends evaluates the percentage of students achieving high growth. For the 2018 school year, 28% of DaVinci Academy students achieved high growth in reading, which is comparable to the state average of 29%; and 25% in math, which is also comparable to the state average of 26% for math.

MCA: "On Track" for Success Performance

Friends evaluates whether its schools are "On Track" for success. "On Track" is calculated by adding the % of students who scored proficient on the 2018 MCA and who achieved medium or high growth from 2017 to 2018 to the % of students who did not score proficient on the 2018 MCA but who achieved high growth from 2017 to 2018. The sum of these three growth categories (proficiency, medium growth; proficient, high growth; nonproficient, high growth) are evaluated because they are most likely to lead to continued proficiency for the already proficient student, and increased proficiency for the non-proficient student.

As demonstrated below, DaVinci Academy's historical on-track growth, when compared with the state, demonstrates consistent and higher reading growth and math growth.



DaVinci's 2018 On-Track Growth Performance, compared with other Friends schools, is:

READING	"On Track"	MATH	"On Track"
ST. CROIX PREPARATORY ACADEMY	76.2%	NOVA CLASSICAL ACADEMY	80.9%
YINGHUA ACADEMY	76.2%	ST. CROIX PREPARATORY ACADEMY	75.6%
EAGLE RIDGE ACADEMY	75.4%	YINGHUA ACADEMY	75.5%
ASPEN ACADEMY	75.1%	COLOGNE ACADEMY	74.5%
NOVA CLASSICAL ACADEMY	70.4%	ASPEN ACADEMY	71.5%
COLOGNE ACADEMY	67.4%	EAGLE RIDGE ACADEMY	70.6%
SEVEN HILLS PREPARATORY ACADEMY	62.3%	HENNEPIN ELEMENTARY SCHOOL	63.5%
DAVINCI ACADEMY	**60.2%**	**DAVINCI ACADEMY**	**60.4%**
PARNASSUS PREPARATORY CHARTER SCH	58.5%	PARNASSUS PREPARATORY CHARTER SCH	59.4%
HENNEPIN ELEMENTARY SCHOOL	54.8%	SEVEN HILLS PREPARATORY ACADEMY	53.6%
NEW MILLENNIUM ACADEMY	33.7%	NEW MILLENNIUM ACADEMY	26.6%

Z-score growth – School compared to state average

Z-scores are a standardized measure that compares school data to state average data for the same grades and subgroups. The School's z-scores are highlighted green when they exceed the state. 2018 shows a sharp decline in most student groups which is an indicator the School may not have planned adequately for expansion and which merits attention.

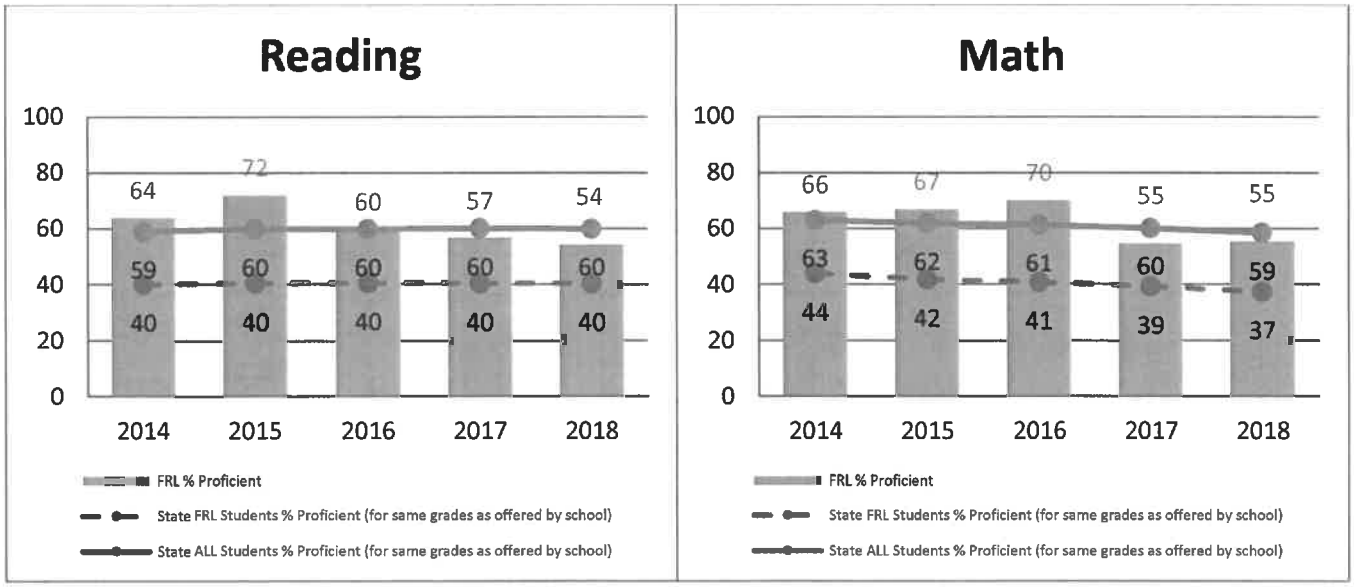
		Reading									
		DaVinci					State				
Grade	Grouping (group)	2014	2015	2016	2017	2018	2014	2015	2016	2017	2018
All	All Students	0.25	0.21	0.15	0.09	-0.07	-0.01	0.02	-0.03	-0.03	-0.05
	Asian Students	0.12	0.43	0.30	0.09	0.09	0.04	0.09	0.06	0.00	0.05
	Black Students	0.17	0.45	-0.13	0.09	-0.22	-0.19	-0.17	-0.20	-0.19	-0.20
	English Learner Students		-0.17	0.09	0.40	-0.25	-0.14	-0.13	-0.16	-0.18	-0.14
	Special Education Students	-0.06	0.34	0.07	-0.20	-0.42	-0.20	-0.17	-0.24	-0.23	-0.24
	Students Eligible for Free/Reduced Priced Meals	0.21	0.16	-0.31	-0.10	-0.28	-0.15	-0.13	-0.16	-0.16	-0.17
	Two or More Races Students					-0.16					-0.08
	White Students	0.28	0.12	0.16	0.12	-0.07	0.03	0.05	0.00	0.01	-0.01
4	All Students	0.21	-0.17	-0.12	-0.28	-0.25	0.00	0.04	0.02	0.00	-0.01
	Asian Students			0.40			0.01	0.07	0.09	0.00	0.04
	Black Students					-0.16	-0.19	-0.14	-0.14	-0.12	-0.13
	English Learner Students						-0.13	-0.07	-0.09	-0.09	-0.08
	Special Education Students					-0.35	-0.18	-0.15	-0.17	-0.15	-0.16
	Students Eligible for Free/Reduced Priced Meals		-0.07			-0.85	-0.13	-0.12	-0.13	-0.11	-0.12
	Two or More Races Students										-0.03
	White Students	0.35	-0.34	-0.29	-0.17	-0.28	0.06	0.09	0.06	0.05	0.04
5	All Students	0.13	-0.26	0.03	0.14	-0.03	0.00	0.00	-0.07	-0.09	-0.08
	Asian Students				-0.04		-0.01	0.07	0.00	-0.06	0.05
	Black Students						-0.16	-0.20	-0.26	-0.25	-0.20
	English Learner Students						-0.16	-0.12	-0.20	-0.21	-0.13
	Special Education Students						-0.18	-0.22	-0.28	-0.30	-0.28

	Students Eligible for Free/Reduced Priced Meals					0.21	-0.16	-0.14	-0.20	-0.21	-0.19
	Two or More Races Students										-0.10
	White Students	0.27	-0.40	0.14	0.21	-0.10	0.05	0.04	-0.02	-0.05	-0.05
6	All Students	0.21	0.46	0.45	0.30	-0.11	0.00	0.05	-0.03	-0.03	-0.01
	Asian Students						0.14	0.12	0.05	0.01	0.05
	Black Students					-0.52	-0.23	-0.16	-0.19	-0.19	-0.18
	English Learner Students					-0.27	-0.11	-0.16	-0.23	-0.20	-0.12
	Special Education Students			0.38			-0.15	-0.10	-0.28	-0.23	-0.20
	Students Eligible for Free/Reduced Priced Meals	0.39				-0.45	-0.12	-0.11	-0.19	-0.17	-0.15
	Two or More Races Students										-0.07
	White Students	0.12	0.40	0.59	0.30	-0.09	0.05	0.09	0.02	0.02	0.03
7	All Students	0.37	0.82	0.07	0.09	0.04	0.00	-0.02	-0.18	-0.12	-0.10
	Asian Students						0.01	0.02	-0.05	-0.03	0.02
	Black Students						-0.22	-0.17	-0.26	-0.20	-0.19
	English Learner Students						-0.21	-0.19	-0.19	-0.16	-0.14
	Special Education Students	-0.03			0.12		-0.19	-0.20	-0.32	-0.29	-0.27
	Students Eligible for Free/Reduced Priced Meals						-0.18	-0.17	-0.26	-0.21	-0.20
	Two or More Races Students										-0.15
	White Students	0.31	0.74	0.06	0.06	0.07	0.06	0.02	-0.17	-0.11	-0.08
8	All Students	0.36	0.42	0.36	0.21	0.11	0.01	0.02	0.03	0.06	0.00
	Asian Students						0.04	0.12	0.13	0.07	0.10
	Black Students						-0.11	-0.13	-0.11	-0.15	-0.18
	English Learner Students						-0.09	-0.12	-0.11	-0.22	-0.16
	Special Education Students						-0.20	-0.17	-0.21	-0.22	-0.30
	Students Eligible for Free/Reduced Priced Meals			-0.12			-0.08	-0.10	-0.07	-0.09	-0.14
	Two or More Races Students										-0.02
	White Students	0.37	0.44	0.30	0.18	0.27	0.03	0.04	0.06	0.11	0.04
		Math									
		DaVinci					State				
Grade	Grouping (group)	2014	2015	2016	2017	2018	2014	2015	2016	2017	2018
All	All Students	0.22	0.41	0.34	0.09	-0.16	-0.01	-0.05	-0.08	-0.10	-0.13
	Asian Students	0.09	0.76	0.68	0.26	0.21	0.12	0.08	0.05	0.05	0.02
	Black Students	0.01	0.50	0.46	-0.22	-0.27	-0.23	-0.28	-0.31	-0.32	-0.35
	English Learner Students		0.62	0.26	-0.02	-0.34	-0.12	-0.18	-0.21	-0.22	-0.23
	Special Education Students	-0.02	0.37	0.42	-0.15	-0.36	-0.23	-0.28	-0.31	-0.31	-0.36
	Students Eligible for Free/Reduced Priced Meals	0.15	0.28	0.07	-0.19	-0.02	-0.17	-0.22	-0.24	-0.26	-0.29
	Two or More Races Students					-0.11					-0.20
	White Students	0.25	0.35	0.27	0.14	-0.22	0.03	-0.01	-0.04	-0.05	-0.08
4	All Students	-0.23	-0.05	-0.08	-0.52	-0.55	0.05	0.00	0.00	-0.06	-0.10
	Asian Students			0.27			0.21	0.13	0.11	0.06	0.04
	Black Students					-0.34	-0.12	-0.21	-0.24	-0.31	-0.33
	English Learner Students						0.03	-0.10	-0.12	-0.19	-0.21

	Special Education Students					-0.58	-0.17	-0.23	-0.20	-0.26	-0.30
	Students Eligible for Free/Reduced Priced Meals		-0.21			-0.39	-0.09	-0.16	-0.17	-0.23	-0.27
	Two or More Races Students										-0.18
	White Students	-0.24	-0.17	-0.18	-0.58	-0.69	0.08	0.05	0.06	0.01	-0.03
5	All Students	0.03	0.02	0.24	0.31	0.32	0.01	-0.03	-0.07	-0.10	-0.13
	Asian Students				0.56		0.15	0.17	0.12	0.09	0.12
	Black Students						-0.21	-0.26	-0.31	-0.27	-0.27
	English Learner Students						-0.10	-0.10	-0.11	-0.13	-0.11
	Special Education Students						-0.21	-0.29	-0.32	-0.31	-0.37
	Students Eligible for Free/Reduced Priced Meals					0.45	-0.15	-0.18	-0.23	-0.24	-0.26
	Two or More Races Students										-0.21
	White Students	0.08	-0.02	0.11	0.23	0.23	0.06	0.01	-0.03	-0.07	-0.11
6	All Students	0.52	0.70	0.62	0.18	-0.35	-0.08	-0.07	-0.12	-0.10	-0.12
	Asian Students						-0.09	-0.11	-0.17	-0.10	-0.15
	Black Students					-0.59	-0.39	-0.42	-0.47	-0.43	-0.48
	English Learner Students					-0.75	-0.36	-0.43	-0.53	-0.47	-0.43
	Special Education Students			0.51			-0.26	-0.26	-0.39	-0.32	-0.38
	Students Eligible for Free/Reduced Priced Meals	0.21				-0.57	-0.29	-0.31	-0.38	-0.35	-0.37
	Two or More Races Students										-0.18
	White Students	0.60	0.71	0.52	0.34	-0.30	0.00	0.02	0.00	0.01	-0.02
7	All Students	0.26	0.69	0.38	0.32	0.29	-0.04	-0.06	-0.12	-0.11	-0.13
	Asian Students						0.16	0.11	0.09	0.12	0.07
	Black Students						-0.21	-0.25	-0.28	-0.27	-0.30
	English Learner Students						-0.11	-0.14	-0.13	-0.14	-0.15
	Special Education Students	0.09					-0.20	-0.24	-0.31	-0.29	-0.31
	Students Eligible for Free/Reduced Priced Meals						-0.17	-0.21	-0.24	-0.23	-0.26
	Two or More Races Students										-0.19
	White Students	0.24	0.53	0.39	0.49	0.32	-0.01	-0.03	-0.10	-0.10	-0.10
8	All Students	0.73	1.00	0.60	0.19	-0.27	0.00	-0.04	-0.05	-0.07	-0.10
	Asian Students						0.19	0.12	0.17	0.14	0.15
	Black Students						-0.16	-0.17	-0.21	-0.25	-0.25
	English Learner Students						-0.06	-0.10	-0.10	-0.13	-0.11
	Special Education Students						-0.26	-0.32	-0.33	-0.33	-0.42
	Students Eligible for Free/Reduced Priced Meals			-0.15			-0.13	-0.17	-0.17	-0.20	-0.22
	Two or More Races Students										-0.19
	White Students	0.70	1.00	0.50	0.26	-0.35	0.02	-0.02	-0.03	-0.05	-0.07

Academic Performance – Achievement Gap

Friends evaluates whether its schools are serving all students. As demonstrated below, the students qualifying for free/reduced priced lunch historically outperforms the state average for such students. Friends notes, however, that DaVinci's FRL students used to exceed state average for all students, but the school has not achieved this in 2017 or 2018.



The School has had insufficient reportable data for English language learners. During the contract period, the only year with reportable data was 2015.

Friends does not comment on the Special Education data due to the lack of available information, i.e. the lack of leveling of the students and progress reporting.

Student growth z-scores are listed for all reportable subgroups in the previous section Z-score growth – School compared to state average.

Academic Performance – Academic Governance

Friends of Education has attended DaVinci's board meetings at least ten times during the contract period. Friends' attendance at DaVinci board meetings and review of its board meeting minutes indicate that the school board evaluates academic performance and initiatives at the School.

Academic Performance – Contract Goals

Section 6.3 of the contract between Friends and the School requires that the School achieve the educational goals set forth in its charter contract. The School has four goal categories with measurable sub-goals in each category. The goals are weighted as indicated below. The goals set forth in its charter contract and the school's actual performance are:

Goal 1: State Assessments (50% weight)

Sub Goal 1.1: Absolute Proficiency: By the conclusion of FY2017, the school-wide proficiency rate will be no less than 87% for math and 84% for reading; and by the conclusion of FY2018, the rates achieved in FY2017 will be exceeded. Each year, at least 85% of students in grades 5 and 8 will be proficient in science.

Result: Not Achieved.

Reading	14-15	15-16	16-17	17-18	Difference between 2018 and 2017 proficiency
DAVINCI ACADEMY	77.07%	78.93%	78.09%	72.63%	-5.46%
-					
Math	14-15	15-16	16-17	17-18	
DAVINCI ACADEMY	83.08%	82.86%	79.50%	71.96%	-7.54%
-					
Science	14-15	15-16	16-17	17-18	
DAVINCI ACADEMY	70.51%	86.52%	81.61%	75.25%	-6.36%

Sub Goal 1.2: Comparative Proficiency: Each year, the School will demonstrate higher grade level and school-wide proficiency rates than the Anoka school district for reading, math, and science (for the same grades as offered by the School), and higher school-wide proficiency rates than McKinley Elementary for grades 3 – 5 and Roosevelt Middle School for grades 6 – 8, for reading, math, and science.

Result: Achieved.

Reading	14-15		15-16		16-17		17-18	
Grade	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.
3	75.00%	58.15%	83.33%	58.92%	70.59%	60.16%	71.95%	62.61%
4	58.00%	60.57%	58.82%	62.18%	75.00%	61.10%	62.96%	60.84%
5	75.51%	72.99%	81.63%	73.39%	77.78%	72.05%	79.31%	71.33%
6	86.96%	68.25%	85.11%	67.15%	79.17%	69.57%	66.67%	71.41%
7	90.00%	62.60%	80.00%	63.05%	82.98%	63.83%	82.98%	64.98%
8	82.76%	58.89%	87.50%	63.18%	84.09%	63.17%	81.40%	64.35%
All	77.07%	63.54%	78.93%	64.64%	78.09%	65.02%	72.63%	66.00%

Reading	14-15		15-16		16-17		17-18	
Grade	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)
3	75.00%	56.19%	83.33%	71.76%	70.59%	71.43%	71.95%	76.81%
4	58.00%	61.64%	58.82%	80.56%	75.00%	73.05%	62.96%	78.45%
5	75.51%	79.59%	81.63%	83.78%	77.78%	81.74%	79.31%	84.40%
6	86.96%	72.65%	85.11%	75.81%	79.17%	74.02%	66.67%	81.55%
7	90.00%	74.66%	80.00%	67.19%	82.98%	73.29%	82.98%	72.33%
8	82.76%	63.10%	87.50%	67.50%	84.09%	63.03%	81.40%	72.48%
All	77.07%	68.40%	78.93%	74.63%	78.09%	72.79%	72.63%	77.66%

Math	14-15		15-16		16-17		17-18	
Grade	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.
3	88.46%	76.24%	91.67%	75.09%	84.31%	74.84%	79.52%	73.31%
4	78.00%	77.40%	84.31%	76.16%	81.25%	74.96%	75.31%	73.71%
5	73.47%	71.18%	71.43%	71.34%	71.11%	69.46%	74.14%	67.49%
6	82.61%	67.99%	74.47%	64.84%	72.73%	66.75%	60.29%	62.82%
7	95.00%	64.98%	80.00%	68.35%	82.61%	66.14%	71.11%	66.38%
8	82.76%	58.85%	97.50%	61.89%	84.09%	62.94%	67.44%	63.29%
All	83.08%	69.30%	82.86%	69.58%	79.50%	69.11%	71.96%	67.66%

Math	14-15		15-16		16-17		17-18	
Grade	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)	DAVINCI ACADEMY	MCKINLEY (3-5) ROOSEVELT (6-8)
3	88.46%	89.52%	91.67%	86.26%	84.31%	89.92%	79.52%	94.93%
4	78.00%	82.99%	84.31%	89.81%	81.25%	88.65%	75.31%	89.66%
5	73.47%	80.27%	71.43%	85.14%	71.11%	89.57%	74.14%	85.82%
6	82.61%	71.35%	74.47%	73.60%	72.73%	70.44%	60.29%	74.31%
7	95.00%	71.04%	80.00%	74.01%	82.61%	69.04%	71.11%	75.00%
8	82.76%	67.01%	97.50%	71.39%	84.09%	68.72%	67.44%	65.47%
All	83.08%	76.72%	82.86%	79.94%	79.50%	79.37%	71.96%	80.77%

Science	14-15		15-16		16-17		17-18	
Grade	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.	DAVINCI ACADEMY	ANOKA-HENNEPIN PUBLIC SCHOOL DIST.
5	77.55%	66.09%	85.71%	68.99%	91.11%	66.15%	86.21%	65.80%
8	58.62%	64.10%	87.50%	64.69%	71.43%	64.66%	60.47%	59.53%
All	70.51%	65.07%	86.52%	66.83%	81.61%	65.41%	75.25%	62.58%

Science	14-15		15-16		16-17		17-18	
Grade	DAVINCI ACADEMY	MCKINLEY (5) ROOSEVELT (8)	DAVINCI ACADEMY	MCKINLEY (5) ROOSEVELT (8)	DAVINCI ACADEMY	MCKINLEY (5) ROOSEVELT (8)	DAVINCI ACADEMY	MCKINLEY (5) ROOSEVELT (8)
5	77.55%	77.55%	85.71%	80.41%	91.11%	82.61%	86.21%	83.69%
8	58.62%	64.56%	87.50%	69.44%	71.43%	65.58%	60.47%	64.09%
All	70.51%	68.08%	86.52%	72.64%	81.61%	69.63%	75.25%	68.85%

Sub Goal 1.3: Growth. Each year, the percentage of students achieving high growth will exceed the percentage of students achieving low growth in reading and math, and the percentage of nonproficient students achievement high growth will be at least 50% in reading and math.

Result: Not Achieved.

Reading					
Fiscal Year	2014	2015	2016	2017	2018
Growth Low	18.2	21.7	21.5	23.1	29.6
Growth High	40.9	40.1	37.3	36.2	28.2
focused Percent NotProficient HighGrowth	45.9	45.7	36.4	39.1	24.3
Math					
Fiscal Year	2014	2015	2016	2017	2018
Growth Low	18.7	16.4	12.7	24.7	31.7
Growth High	38.9	52.2	42.1	39.5	24.5
focused Percent NotProficient HighGrowth	40.4	60	44.7	40.5	28.6

Sub Goal 1.4: Achievement Gap Reduction. By the conclusion of FY2017, for both reading and math, the proficiency rate for each subgroup for students who have been enrolled in the School for at least three years and for which the School had publicly-reportable / sufficient counts in 2013 will be no less than:

> [One-half of (100 – 2013 subgroup proficiency rate)] + 2013 subgroup proficiency rate and by the conclusion of FY2018, the rates achieved in FY2017 will be exceeded.

In addition, by the conclusion of FY2018, the difference between the non-FRL proficiency rate in the School, and the FRL proficiency rate will be no greater than five percentage points for both reading and math.

Result: Achieved. This goal was based on the Elementary and Secondary Education Act (ESEA) waiver Minnesota received for No Child Left Behind (NCLB). Minnesota set a goal to reduce the achievement gap by 50 percent by 2017. The state of Minnesota eliminated its achievement gap goal with the elimination of the MMR system. Because the state no longer uses the above formula for achievement gap reduction, Friends of Education compared the School's achievement to the State average achievement listed in the North Star Academic Achievement reporting.

		Reading Achievement				Reading Achievement		
Group	District Name	2016	2017	2018		2016	2017	2018
ALL	DaVinci Academy	78.44	76.35	69.94	Statewide	59.28	59.30	59.15
Asian	DaVinci Academy	86.20	87.87	87.50	Statewide	53.40	52.66	54.55
Black	DaVinci Academy	72.00	55.55	57.77	Statewide	32.99	33.30	33.87
English Learners	DaVinci Academy	65.00	75.00	54.05	Statewide	31.36	30.34	31.17
Free-Reduced	DaVinci Academy	58.33	55.55	52.32	Statewide	40.41	40.12	40.31

SpEd	DaVinci Academy	50.00	54.76	47.76	Statewide	34.18	33.73	33.50
Two or More races	DaVinci Academy		70.00	53.84	Statewide	54.91	55.02	55.28
White	DaVinci Academy	77.38	77.56	70.37	Statewide	67.28	67.75	67.52
		Math Achievement				Math Achievement		
Group	District Name	2016	2017	2018		2016	2017	2018
ALL	DaVinci Academy	81.97	76.35	68.93	Statewide	58.77	57.63	56.21
Asian	DaVinci Academy	86.20	90.90	92.50	Statewide	56.89	56.40	55.35
Black	DaVinci Academy	80.00	62.96	66.66	Statewide	29.53	28.64	27.95
English Learners	DaVinci Academy	75.00	67.85	56.75	Statewide	34.00	32.37	30.96
Free-Reduced	DaVinci Academy	68.75	51.11	53.48	Statewide	39.13	37.73	35.92
SpEd	DaVinci Academy	61.90	54.76	43.28	Statewide	34.25	33.33	32.04
Two or More races	DaVinci Academy		70.00	57.69	Statewide	52.26	51.07	49.06
White	DaVinci Academy	81.90	76.09	66.66	Statewide	67.09	66.30	65.20

Goal 1 State Assessments – Goal Summary: The School had four sub-goals each worth one-fourth towards the total of this goal category. The School achieved two of its sub-goals, for 25% ((2/4) * 0.50)) towards the total goal attainment rate.

Goal 2: Nationally Normed Assessment (25% weight)

Each year, the School will administer a nationally-normed assessment in at least 4th and 8th grades. For students in the 4th grade who have a national percentile ranking of less than 70% and who remain in the School through 8th grade: at least 50% will increase their national percentile ranking by the end of the 8th grade.

Result: Achieved.
For students who were in 4th grade in 2013-14, 29 students had a national percentage ranking of less than 70%. Of those who remained in the School through 8th grade (17 students) 65% (11/17) increased their national percentile ranking by the end of 8th grade.

Goal 2 Nationally-Normed Assessments Goal Summary: The School had one Nationally-Normed assessment sub-goal towards the total of this goal category. The School achieved this goal, for 25% ((1/1) * 0.25)) towards the total goal attainment rate.

Goal 3: Academic Culture (25% weight)

Sub Goal 3.1: Academic Governance. The School will implement an Academic Governance Plan to critically evaluate and strategically lead the School's academic performance and improvement. The School shall include a summary of its findings in the School's board minutes no less than twice annually.

Result: Achieved.
Through DDI, Q-Comp school-wide and individual goals, MCA growth and proficiency scores, as well as other data, the School continuously evaluates academic performance against goals. Results are reported regularly to the board. The School also reports formally to the board and the

community at the annual meeting in February each year as well as through the Annual Report/World's Best Workforce Report each fall.

Sub Goal 3.2. Data Driven Instruction. The School will continue to implement DDI summative assessments three times per year in all grades in at least reading, math, and science. The School's teachers will review results with the Academic Director within 48 hours following the assessment and will re-teach necessary components the week following the assessment. The School will invite Friends to attend at least two review meetings annually.

Result: Achieved.
Data-driven assessments are administered a minimum of 6 times per school year. Prior to administration of assessments, teachers submit predictions of performance to the Academic Director. Post-assessment results are reviewed with Academic Director within 48 hours whenever possible. Predictions are compared to actual results in the post-assessment meetings and are used as a tool for teacher reflection and planning. During the post-assessment meetings, the teachers and the Academic Director analyze results and develop plans for individual students as well as whole-class instruction. The School invited Friends to attend the review meetings.

Sub-Goal 3.3. STEP Literacy Assessment. 90% of students enrolled by October 1st of each school year in Grades K – 3 will either be at grade-level reading or move ahead two steps each year, according to the grade progression scale.

Result: Substantially Achieved.

Grade	2014	2015	2016	2017	2018
K	91	91	92	87	88
1	89	92	89	94	89
2	91	95	94	92	87
3	88	87	89	87	89
All Students	90	91	91	90	88

Goal 3 Academic Culture Goal Summary: The School had three school culture goals towards the total of this goal category. The School achieved all three sub-goals for 25% ((3/3)*0.25) towards the total goal attainment rate.

Goal 4: Additional Measures

Sub-Goal: 4.1. Attendance. Each year, the School will maintain at least a 95% student attendance rate.

Result: Achieved.

Year	2014	2015	2016	2017	2018
Attendance	96.89%	96.46%	96.41%	96.08%	96.13%

Sub-Goal 4.2. Satisfaction Surveys. Each year, .at least 80% of all parents and staff returning the annual survey will indicate overall satisfaction with the School.

Result: Achieved.

	2014	2015	2016	2017	2018
Parent Overall Satisfaction	99%	97%	98%	98%	98%
Staff Overall Satisfaction	100%	99%	99%	96%	98%

ACADEMIC PERFORMANCE - CONCLUSION: The School exhibits strong performance in improving pupil learning and student achievement in multiple measures:

- The School has a solid charter contract goal attainment rate of 75%.
- The School's growth rates are historically better than the state.
- The School's proficiency rates in all subjects exceed its resident district and state averages (for the same grades as offered by the School).
- The School's economically disadvantaged students achieve proficiency rates exceeding the state average for economically disadvantaged (for the same grades as offered by the School), thereby reducing the achievement gap.
- The School has implemented a Data-Driven instructional model and reading assessment program which will likely result in continued academic success.

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 World's Best Workforce Goals applicable to DaVinci (all children are ready for school, all third-graders can read at grade level, all racial and economic achievement gaps between students are closed, and all students are ready for career and college).
- Absolute Proficiency: when considering the school's historical performance, student turnover, and the new contract changes to growth and achievement gap reduction goals, the Absolute Proficiency goals in the new contract are modified, and the third-grade specific target is a new goal.
- Comparative Proficiency: when considering the school's historical performance, student turnover, and the new contract changes to growth and achievement gap reductions goals, the Comparative Proficiency goals are substantially unchanged from current targets.
- Growth: Reflecting the state's growth reporting, the new growth goals are modified to reflect the combination of z-scores, on-track growth, and North Star Achievement level progress.

- Achievement Gap Reduction: when considering the school's historical performance, the achievement gap reduction targets are expanded to include EL progress and achievement under the North Star System.

- Ready for School: New contract goal for the School.

Specific Operational Issues

CONTRACT FULFILLMENT: OPERATIONS AND LEGAL COMPLIANCE

Admission Policies and Procedures. Section 7.4 of the contract between Friends and the School requires that the School have an open admissions policy and specifically prohibits limiting admission based on intellectual ability, achievement, aptitude, or athletic ability. Enrollment preferences are granted to siblings and children of staff. Friends has reviewed DaVinci's enrollment applications five times during the contract period (once/year) and found no evidence of inappropriate inquiries.

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 shall decide matters relating to 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.

Board Training: According to Minn. Stat. 124E.07 Subd. 7, all board members shall attend annual training throughout the member's term. All new board members shall attend initial training within six month after being seated and complete that training within 12 months after being seated. Based on Friends' review of the school's annual reports and the schools 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 DaVinci's special education director, Friends believes the school complies with both federal and state special education requirements.

Leadership: School leadership and board management have been responsive to Friends' requests.

Equity & Inclusion. Friends encourages the School to review its Equity and Inclusion practices for possible enhancements to ensure all students have access to the opportunity to learn and develop to their fullest potential.

Additional Legal Compliance

Based on Friends' review and DaVinci's assurances of compliance, and except as may be noted below or elsewhere in this evaluation, Friends believes that DaVinci Academy 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.15 Subd. 1
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(d)
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(b)
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(a)
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(b)
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. 250B.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. 124E.06 Subd. 3(g), 124E.08, 124E.11, and 124E16 Subd. 2

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. DaVinci 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.

Other

OPERATIONS AND LEGAL COMPLIANCE – CONLCUSION:

Friends believes DaVinci complies with legal and Minnesota Department of Education reporting requirements. School leadership is responsive to requests from Friends and MDE. While DaVinci Academy has provided satisfactory reporting to Friends for most of the contract period, 2018-19 has seen a significant decline in the schools timely reporting to Friends.